



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

OFFICIAL NOTICE AND AGENDA - AMENDED

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, June 15, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

Presentations: **WOZ Update - Chuck Ghidorzi**
Wausau Fire Chief Robert Barteck - Mayor Rosenberg

Communications: **Delivery of New Fire Trucks (Fire Chief Barteck)**

File #	CMT	Consent Agenda	ACT
21-0501	COUN	Minutes of previous meeting (5/25/21)	Place on file
21-0604	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the south side of West Wausau Avenue between North 1st Avenue to Cherry Street and amending Section 10.20.080(b) designating two 15 minute parking stalls on the south side of West Wausau Avenue beginning 60 feet west of the cross walk at Cherry Street and continuing west to a point 100 feet west of the cross walk at Cherry Street	Approved 5-0
21-0605	ED	Resolution Approving the City of Wausau as A Community For All	Approved 5-0
21-0108	PH&S	Resolution Approving or Denying Vauours licenses as Indicated	Approved 4-0
95-0313	PH&S	Resolution Approving Delegation of Processing and Approval of Class III Events to Wausau and Marathon County Parks, Recreation, and Forestry Department, Accompanying Revision to the City of Wausau Events Policies and Procedures, and Removal of the \$40.00 Fee from the Comprehensive Fees and License Schedule	Approved 4-0
94-0825	PH&S	Ordinance Temporarily amending Section 8.08.010 Certain creatures forbidden (subsection (d) Exceptions).	Approved 4-0
03-0311	WWW	Resolution Reviewing the 2020 Compliance Maintenance Annual Report for the Wastewater Plant	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
21-0603		Mayor's Appointments	
20-0404	ED & FIN	Joint Resolution Obligating \$350,000 of Coronavirus State and Local Fiscal Recovery Funds for the Landmark affordable housing project renovation and authorizing the proper City Officials to draft a development agreement for future consideration	Approved 5-0 Approved 5-0
20-0315	ED & FIN	Joint Resolution Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of Wausau commercial properties and businesses through December 2021 to assist small businesses who request such during the COVID-19 pandemic emergency declaration.	Approved 5-0 Approved 5-0
03-1005	ED	Resolution Approving Fourth Amendment to Development Agreement with Entrepreneurial and Education Center Inc.	Approved 4-1
12-0208	ED	Resolution Approving Waiver and First Amendment to Development Agreement – CGI Technologies and Solutions	Approved 3-1
Suspend the Rules - 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
20-0317	COUN	Resolution Terminating various COVID-related proclamations, declarations and resolutions	Pending
04-1207	FIN	Resolution Approving City's Waiver of First Right of Refusal to Repurchase property at 7120 Stewart Avenue from Toenjes Properties, LLC to Kingspan Light & Air LLC	Pending
94-0828	RTC & FIN	Joint Resolution Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and Wausau Central Wisconsin Convention & Visitors Bureau, Inc.	Approved 3-0 Pending
95-0817	FIN	Resolution Approving contract for Regional Hazardous Materials Response Team Services with the State of Wisconsin	Pending
Public Comment & Suggestions			

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding compliance with development agreement by CGI Technologies and Solutions Inc. successor to Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center-Wausau LLC

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

Adjournment

Signed by Katie Rosenberg, Mayor

***Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is: 1878 16 0201 Password: UJfYpUXC428**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 06/14/21 @ 2:30 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

PROCLAMATION

- WHEREAS:** Wausau's seniors are valued members of society and it is our collective responsibility to ensure they live safely and with dignity; and
- WHEREAS:** Abuse of older people is a tragedy inflicted on vulnerable seniors and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and
- WHEREAS:** Combating abuse of older people will help improve the quality of life for all seniors across this country and will allow seniors to continue to live as independently as possible and contribute to the life and vibrancy of Wausau; and
- WHEREAS:** Wausau's seniors are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and important and active members of this community; and
- WHEREAS:** We are all responsible for building safer communities for Wausau's seniors; and
- WHEREAS:** The well-being of Wausau's seniors is in the interest of all and further adds to the well-being of Wausau's communities.

***NOW, THEREFORE BE IT RESOLVED, THAT I,
KATIE ROSENBERG,***

Mayor of the City of Wausau, do hereby proclaim

June 15, 2021

as

ELDER ABUSE AWARENESS DAY

And encourage all Wausau's residents to recognize and celebrate the accomplishments of Wausau's seniors.



Katie Rosenberg
Katie Rosenberg
Mayor, City of Wausau



PROCLAMATION

WHEREAS, Memorial Day was originally known as Decoration Day, a day to honor the Civil War soldiers who died defending their country, by visiting and decorating their graves; and

WHEREAS, on May 5, 1868, General John Logan proclaimed this day a holiday through General Order No. 11 and was first observed on May 30, 1868; and

WHEREAS, in 1882, the name Decoration Day was changed to Memorial Day, and in 1971, Congress declared Memorial Day a National holiday to be held on the last Monday of May every year; and

WHEREAS, Memorial Day observances have expanded to honor those who have died in all of America's wars and all of our ancestors who have created the world we live in today; and

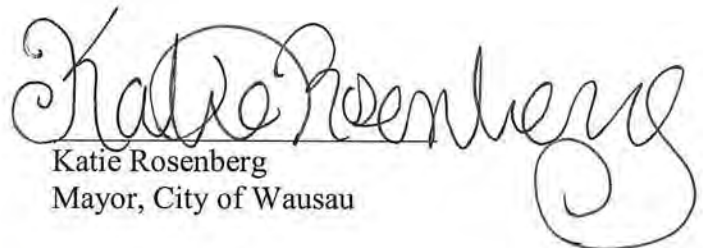
WHEREAS, many observe Memorial Day by holding family gatherings, participating in parades, or visiting cemeteries or memorials across our community;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim Monday, May 31, 2021 as

MEMORIAL DAY

in the City of Wausau and encourage our residents to honor and mourn those who have given their lives in service of our country.




Katie Rosenberg
Mayor, City of Wausau



PROCLAMATION

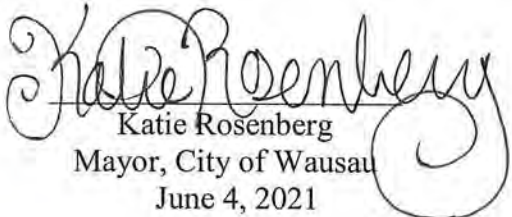
- WHEREAS,** the state legislature officially named cheese as Wisconsin's state dairy product in 2017; and
- WHEREAS,** Wisconsin led the nation in cheese production in 2019 with 3.36 billion pounds; and
- WHEREAS,** Wisconsin produces 600 varieties of cheese which is more than double the amount of the second place producer, California; and
- WHEREAS,** Wisconsin has more than 1,200 licensed cheesemakers and about 120 cheese plants – more than any other state; and
- WHEREAS,** 90% of Wisconsin milk is made into cheese; and
- WHEREAS,** cheese making is an ancient craft that predates recorded history with some believing it began about 6000BCE; and
- WHEREAS,** in 1815 the first factory for the industrial production of cheese opened in Switzerland; and
- WHEREAS,** a farmer named Jesse Williams is credited with being the first to have an assembly-line of cheese in Rome, New York in 1851; and
- WHEREAS,** according to Iowa State University, cheese consumption per person in the U.S. was 39 pounds in 2018; and
- WHEREAS,** the USDA says cheddar cheese and mozzarella cheese remain the most popular varieties of cheese; and
- WHEREAS,** Wisconsin, and in particular Green Bay Packers fans, are known for sporting cheese heads to show their support for the curdled concoction;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the 4th day of June, 2021 as

CHEESE DAY

in the City of Wausau, State of Wisconsin, and I ask all who can, to indulge in the dairy delicacy.




Katie Rosenberg
Mayor, City of Wausau
June 4, 2021



PROCLAMATION

WHEREAS, Wisconsin is recognized nationally and globally as a leader in the dairy industry; and

WHEREAS, 23% of the total dairy farms in the U.S. are in Wisconsin; and

WHEREAS, Marathon County is one of the leading dairy producing counties in the state and the nation, and is currently the second in milk production in Wisconsin; and

WHEREAS, the Wisconsin dairy industry creates 154,000 jobs and generates \$45.6 billion each year for the state's economy; and

WHEREAS, according to the Dairy Farmers of Wisconsin, 95% of Wisconsin dairy farms are family owned; and

WHEREAS, during this challenging year, Wisconsin dairy farmers were deemed essential workers and were committed to our community by working every day to provide us with nutritious dairy products; and

WHEREAS, June Dairy Month started as a way to distribute extra milk during the warm months of summer and became the official "dairy month" by 1939;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, proclaim the month of June, 2021 as

DAIRY MONTH

in the City of Wausau and encourage all residents to recognize dairy farmers and the dairy industry for their contributions to our economy and to our dairy health.



Katie Rosenberg
Mayor, City of Wausau
June 1, 2021



PROCLAMATION

- WHEREAS,** June 6, 2021 marks 77 years since the D-Day landings and the Battle of Normandy, as well as the beginning of the end of World War II in Europe; and
- WHEREAS,** on D-Day an estimated 156,000 American, British, and Canadian forces landed along a 50-mile stretch of France's Normandy coast, resulting in one of the largest amphibious military assaults in history; and
- WHEREAS,** our soldiers showed courage, dedication, compassion, and self-sacrifice as they fought to bring freedom to the world and end the horrors of the Holocaust; and
- WHEREAS,** the Department of Veterans Affairs reports more than 400,000 Americans gave their lives in the service of their country during World War II, with 6,600 casualties on D-Day; and
- WHEREAS,** in 2020 Wisconsin was home to 5,841 living World War II Veterans who continue to inspire our communities and the nation; and
- WHEREAS,** we honor the many millions who lost their lives during the Second World War, the largest conflict in human history; and
- WHEREAS,** the City of Wausau joins all communities here and across the globe in commemorating the heroes of the summer of 1944; and

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the 6th day of June, 2021 as

D-Day

in the City of Wausau, State of Wisconsin, and I ask that we stand together to honor the memory of those who gave the ultimate sacrifice on this day 77 years ago.



Katie Rosenberg
Mayor, City of Wausau
June 6, 2021



PROCLAMATION

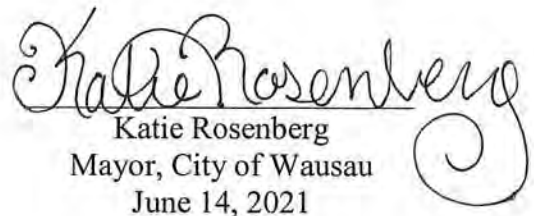
- WHEREAS,** on June 14, 1777 the flag of the United States was adopted by resolution of the Second Continental Congress; and
- WHEREAS,** in 1916, President Woodrow Wilson issued a proclamation that officially established June 14th as Flag Day; and
- WHEREAS,** President Truman signed an Act of Congress in 1949 designating June 14th of each year as National Flag Day; and
- WHEREAS,** our flag represents our independence and our unity as a nation; and
- WHEREAS,** the American flag invokes pride in our citizens and inspires those who hope to make the U.S. their home; and
- WHEREAS,** the flag of the United States has accompanied our fighting men and women for hundreds of years on the battlefields; and
- WHEREAS,** Americans of all backgrounds and beliefs have saluted the flag and its legacy; and
- WHEREAS,** on Flag Day we celebrate and honor our Nation's lasting emblem;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim June 14, 2021 as

FLAG DAY

in the City of Wausau, State of Wisconsin, and ask that all citizens honor our flag and the military members who have served under it.




Katie Rosenberg
Mayor, City of Wausau
June 14, 2021



PROCLAMATION

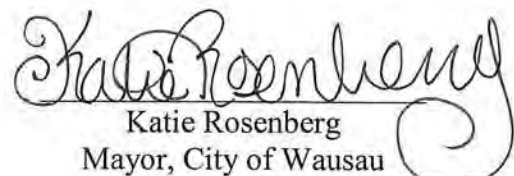
- WHEREAS,** on the first Sunday in June people around the world unite to recognize cancer survivors, raise awareness of the ongoing challenges cancer survivors face, and most importantly celebrate life; and
- WHEREAS,** this year marks the 34th annual National Cancer Survivors Day®; and
- WHEREAS,** it is a celebration for those who have survived, an inspiration for those recently diagnosed, a gathering of support for families, and an outreach to the community; and
- WHEREAS,** the day helps advocate for more resources, research, and legislation to improve cancer survivors' quality of life; and
- WHEREAS,** National Cancer Survivors Day® is held in hundreds of communities nationwide and around the world; and
- WHEREAS,** there are more than 16.9 million cancer survivors in the U.S.; and
- WHEREAS,** the American Cancer Society says in 2021 there will be an estimated 1.9 million new cancer cases, including about 36,500 in Wisconsin; and
- WHEREAS,** 84 Wisconsin residents are diagnosed with cancer every day; and
- WHEREAS,** an estimated 285,000 Wisconsin residents are living with a cancer diagnosis; and
- WHEREAS,** 1 in 3 people will be diagnosed with cancer in their lifetime;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the 6th day of June, 2021 as

NATIONAL CANCER SURVIVORS DAY®

in the City of Wausau, State of Wisconsin, and I encourage all residents to show support for cancer survivors and their families and to celebrate their successes.




Katie Rosenberg
Mayor, City of Wausau
June 6, 2021



PROCLAMATION

- WHEREAS,*** Wausau supports the rights of every citizen to experience equality and freedom from discrimination; and
- WHEREAS,*** all people, regardless of age, gender identity, race, ethnicity, religion, marital status, national origin, sexual orientation, or physical abilities have the right to be treated on the basis of their intrinsic value as human beings; and
- WHEREAS,*** Pride Month is celebrated annually in June to honor the 1969 Stonewall riots, and works to achieve equal justice and equal opportunity for LGBTQ+ Americans; and
- WHEREAS,*** the Williams Institute at the UCLA School of Law reported in January 2019 that 3.8% of the population of Wisconsin identifies as LGBTQ+; and
- WHEREAS,*** the Marathon County 2019 LIFE Report identifies a key goal to create a community that is diverse, inclusive, and in which everyone has a sense of belonging, and calls for leadership to ensure that Wausau and Marathon County are open, inclusive, and diverse places to live and work; and
- WHEREAS,*** Wausau's social, economic, and collective physical and mental well-being is predicated on our community's ability to ensure we are an open, inclusive, and diverse place to live and work; and
- WHEREAS,*** the 2019 Economic Development Strategic Plan completed by TIP Strategies of Austin, TX, commissioned by the Wausau Region Chamber of Commerce identified talent recruitment as a fundamental component of economic success, stating that competing successfully for top-tier talent will require that the Greater Wausau Region bring in nontraditional workers to attract and retain skilled workers from outside the region; and
- WHEREAS,*** in 1982, Wisconsin was the first state to ban discrimination based on sexual orientation in employment, housing, education, credit, and all public accommodations. When signed into law by Governor Lee S. Dreyfus, he said, "It is a fundamental tenet of the Republican Party that government ought not intrude in the private lives of individuals where no state purpose is served, and there is nothing more private or intimate than who you live with and who you love"; and
- WHEREAS,*** we recognize that diversity and inclusiveness is key to the future economic and social success of Wausau; and



WHEREAS, we understand and embrace the responsibility of the City of Wausau to set a positive example for the community in ensuring that our employment practices and work environments are respectful of all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges; and

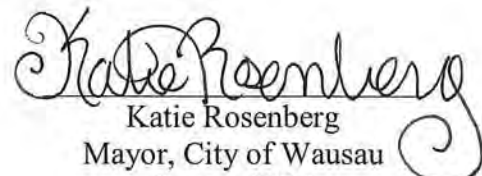
WHEREAS, the City of Wausau recognizes diversity, inclusion, and equity as essential to positive and healthy lives, and is committed to ensuring people of all perspectives and experiences are welcome and feel safe in our community;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the month of June, 2021 as

PRIDE MONTH

in the City of Wausau, State of Wisconsin, and will continue to send a clear message that our community stands for equality and acceptance.




Katie Rosenberg
Mayor, City of Wausau
June 1, 2021

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, May 25, 2021, In Council Chambers, beginning at 6:30 p.m.

Mayor Katie Rosenberg presiding

Roll Call

5/25/2021 6:31:39 PM

Roll Call indicated 10 members present.

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

Proclamations

Emergency Medical Services Week; Aging and Disability Resource Center Month; Asian American and Pacific Islander Heritage Month; Brain Tumor Awareness Month; Foster Care Month; Hmong American Veterans Memorial Day; Mental Health Awareness Month; National Nurses Month; Nation Water Safety Month; and A Community For All. *(All proclamations can be read on the city's website and in the Council packet.)*

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

- 1) Patrick Bacher, 505 S 22nd Ave, addressed the Council expressing his support and appreciation for "A Community For All" proclamation by Mayor Rosenberg.
- 2) Bruce Grau, 1115 N 10th St, a representative of Poor People's Campaign and a Wausau citizen, spoke in favor of the Affordable Housing Task Force.
- 3) La'Tanya Campbell, member of the Marathon County Diversity Affairs Commission and the City's Liberation and Freedom Committee, spoke in support of the Community For All proclamation.
- 4) Debra Ryan, 702 Elm St, spoke regarding affordable housing and read a letter from Pam Anderson providing some data.

Communications: Delivery of New Fire Trucks (Interim Fire Chief Barteck)

Mayor Rosenberg this will be delayed to the June meeting due to the weather.

Presentation: A Community For All (Mayor Rosenberg)

Mayor Rosenberg presented a PowerPoint that can be viewed: <https://www.youtube.com/watch?v=NKaCVSAw3d0>
Council comments followed.

Consent Agenda

5/25/2021 7:08:30 PM

Motion by Larson, second by Peckham to adopt Items on the Consent Agenda, as follows:

21-0501 Minutes of previous meeting (5/11/21)

21-0511 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing for the vacation of an unpaved alley abutting 205 and 209.211 Short Street and 1202,1210 and 1212 North 3rd Street

21-0317 Resolution of the Capital Improvements & Street Maintenance Committee Approving 2021 North 12th Avenue Sidewalk Project and Authorization to Let Bids

21-0512 Resolution of the Capital Improvements & Street Maintenance Committee Approving storm sewer easement with Aedifix Builds, Inc. at 201 and 205 Short Street, 1201 North 2nd Street and 1204 North 3rd Street

21-0315 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater facility (Westside Real Estate LLC 7333 Stewart Avenue)

21-0516 Resolution of the Capital Improvements & Street Maintenance Committee Accepting Easement with Wisconsin Public Service to bury electrical conductors at 435 Adrian Street

21-0523 Resolution of the Capital Improvements & Street Maintenance Committee Approving Memorandum of Agreement with Wisconsin Department of Transportation for Establishing a Multi-Use Path on State-Owned Right-of-Way Along 72nd Avenue through the STH 29 Interchange

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

21-0517

5/25/2021 7:09:25 PM

Motion by Herbst, second by Neal to adopt Resolution of the Finance Committee Authorizing City Officials to Enter into a Professional Services Agreement with Ehlers Public Finance Advisors to provide Independent Investment advisory.

Deb Ryan questioned why the city needed someone to manage investments and felt the Finance Director and Assistant Finance Director should be able to handle it without having to pay for a consultant.

Phil Cossan, Ehler's, explained this is not a service that they typically provided to the city; they have done bond issue work and other special studies. He pointed out with the unknown of the American Recovery Act funds where there is a lot of guidance coming out on a weekly basis on how to use those funds and what is eligible, it was thought by city staff that Ehler's could help manage the flow of funds over time; assist with the investment of the funds to maximize return but make sure they have liquidity; and to ensure that the funds are available when they decide on projects. He noted the funds can be used for over a three year period. *Discussion followed.*

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 Result: PASS

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

21-0519

5/25/2021 7:33:33 PM

Motion by Rasmussen, second by Herbst to adopt Resolution of the Finance Committee Authorizing the Issuance and Establishing parameters for the Sale of Not to Exceed \$5,655,000 General Obligation Promissory Notes, Series 2021A.

Phil Cossan, Ehler's, explained there are notes and bonds in the municipal world, with notes having an amortization schedule of 10 years or less and anything over 10 years is bonds. Before them tonight is one note issue and one bond issue. The second component is tax exempt or taxable. The tax exempt is a public purpose project, which is financing projects that everyone benefits from, such as roads, water, sewer, etc. For the purchaser of the bonds, the interest on that is exempt from federal tax. Taxable bonds are for a private activity, in this case the mall, as well as some work being done in TID #11 and #12.

Cossan stated the \$5,655,000 issue includes the city's 2021 capital projects, which is \$3,692,000 and a refund of the State Trust Fund loan taken out in 2020 for TID #6. He explained the plan was to take the State Trust Fund loan out on a short term basis and refinance it at lower rate, if the rates are lower, like they are today. He explained the process going forward to approve the financing. *Discussion followed.*

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	NV
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES

6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

21-0520

5/25/2021 7:40:10 PM

Motion by Rasmussen, second by Watson to adopt Initial Resolution of the Finance Committee Authorizing \$1,630,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 12.

Phil Cossan explained this initial resolution is basically for the mall project which is a private activity, making it taxable. The next item is the \$9,795,000 issue has two components, one is the \$1,630,000 for the mall project in TID #12 and the second is for the refinancing of the Taxable Note Anticipation Note that was taken out in 2018. *Discussion followed.*

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

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

21-0521

5/25/2021 7:43:58 PM

Motion by Neal, second by Herbst to adopt Resolution of the Finance Committee Authorizing the Issuance and Establishing parameters for the Sale of Not to Exceed \$9,795,000 Taxable General Obligation Corporate Purpose Bonds, Series.

Phil Cossan clarified this brings together the refinancing for TIDs #11 and #12, making sure that they have the anticipated needed revenue coming from those tax increment districts to pay the debt service, along with the \$1.6 million for the mall. This the combination of the two and giving Ehler's the authorization to proceed with the sale. He stated when the NAN was taken out in 2018 the rate was 3.45% for five years and now finance it over a 15 year period with an anticipated rate around 2.5%.

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

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

21-0108

5/25/2021 8:33:59 PM

Motion by Rasmussen, second by Herbst to adopt Resolution of the Public Health & Safety Committee considering the report Including the Findings of Fact, Conclusions of Law and Recommendation with regards to the Class B Beer & Liquor License of Timothy Nawrocki d/b/a Rocs Place for the premises located at 810 S. 3rd Avenue with 15 minute, oral arguments to be heard by the Complainant and Licensee.

Lou Larson indicated he would abstain from this item due to his personal relationship with Tim Nawrocki.

Oral arguments were presented by Attorney Tara Alfonso on behalf of the city and Attorney Daniel Cveykus representing Timothy Nawrocki. Comments were made Lisa Rasmussen, Chair of the Public Health & Safety Committee and Police Chief Ben Bliven. The meeting can be viewed: <https://www.youtube.com/watch?v=NKaCVSAw3d0>

Attorney Nate Miller asked the clerk to poll the Council as to whether they had read the report, including the Findings of Fact, Conclusions of Law and Recommendation of the Public Health & Safety Committee. Roll call was taken and the Council answered yes unanimously.

Vote for revocation of the license:

Yes Votes: 8 No Votes: 1 Abstain: 1 Not Voting: 1 Result: PASS

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

21-0514

5/25/2021 9:23:03 PM

Motion by Watson, second by Neal to adopt Resolution of Economic Development Committee Approving Wausau Affordable Housing Regional Task Force as a special committee.

Tom Neal clarified this came through the ED Committee because that is where the discussion started and developed over time, but it does not in any way make this task force a subsidiary of the ED Committee and there is no oversight by the ED Committee.

Tom Kilian read “gentrification” is defined as a market-driven racial and socio-economic reconfiguration of urban communities that have suffered from a history of disinvestment. Displacement occurs when households are forced to move or are prevented from moving into a neighborhood due to conditions beyond their ability to control or prevent, such as rent increases. He referred to #14 on the Resolution list: “Analyze how displacement and gentrification susceptibility affects housing affordability.” He suggested adding a statement at the end that if we would determine that there’d be adverse impact, to also identify strategies to prevent or counter those adverse impacts. He felt that was a critical component because of the displacement and gentrification issues that have occurred in his district.

Sarah Watson commented she thought #15 “Equitable neighborhood rejuvenation” addressed Kilian’s concern because it basically says we want to see the data, but then we want action. Mayor Rosenberg noted 14 and 15 were added since the Economic Development Committee discussed the matter. She pulled those points from a report that she read about gentrification.

Watson questioned how citizens can apply for positions on the task force. Mayor Rosenberg stated the city’s website has a citizen participation form they can submit. <https://forms.co.marathon.wi.us/forms/CitizenParticipation> The Council will vote on the appointments. Watson questioned the timeline. Rosenberg indicated she would like to move forward as quickly as possible and would like to appoint at the June Council meeting.

Lisa Rasmussen felt it was important to remember that absent home ownership, when it comes to rental housing, it is a business and we are limited in how much we can manipulate and control the price point that something rents for. It is the landlord’s decision, so sometimes when housing isn’t affordable it is because that landlord needs that property to cash flow. She hoped that someone who volunteers for the task force would be a landlord who provides low income housing or reasonably priced rental units.

Discussion continued. Watson called the question to end discussion and vote; there was no opposition.

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

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

20-1109

5/25/2021 9:23:40 PM

Motion by Rasmussen, second by Watson to adopt Resolution of Finance Committee Approving Modification of the 2021 Budget Fire Department Capital Replacement.

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

20-1109

5/25/2021 9:24:11 PM

Motion by Herbst, second by Peckham to adopt Resolution of Finance Committee Approving Modification of the 2021 Budget

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

21-0518

5/25/2021 9:24:46 PM

Motion by Watson, second by Neal to adopt Resolution of Parks & Recreation Committee Approving Tandem Mobility, LLC Master Services Agreement for operation of a bike share program.

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

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

21-0513

5/25/2021 9:26:10 PM

Motion by Wadinski, second by Herbst to adopt Ordinance of Plan Commission Rezoning 510 South 32nd Awnue13205 Seymour Lane from I, Institutional Zoning District to SR-2, Single Family Residential-2 Zoning District.

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

Suspend Rules

5/25/2021 9:26:39 PM

Motion by Watson, second by Rasmussen to Suspend Council Rules 1 Filing and 12(A) Referral of Resolutions.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	NV
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES

6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

21-0522

5/25/2021 9:27:15 PM

Motion by Wadinski, second by Herbst to adopt Resolution of the Common Council Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement.

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

21-0522

5/25/2021 9:27:48 PM

Motion by Watson, second by Wadinski to adopt Resolution of the Common Council Approving citizen appointment to the City-County Information Technology Commission Board.

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

21-0517

5/25/2021 9:23:23 PM

Motion by Watson, second by Larson to adopt Resolution of the Finance Committee Authorizing the City of Wausau Mayor to accept to accept the US Treasury Coronavirus State and Local Fiscal Recovery Funds.

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

03-1007

5/25/2021 9:29:41 PM

Motion by Rasmussen, second by Neal to adopt Resolution of the Finance Committee Approving the 2021 Community Development Block Grant Program Allocation-updated allocation.

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

12-1014

5/25/2021 9:30:20 PM

Motion by Wadinski, second by Herbst to adopt Resolution of the Public Health & Safety Committee Amending Section 8.08.170 Licenses.

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

20-1109

5/25/2021 9:31:06 PM

Motion by Watson, second by Wadinski to adopt Resolution of the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code 3.40.010(a/ (Pet license late fee)

Sarah Watson stated at Finance Committee she made the motion to lower the late fee back to \$5 and to also reimburse any overages people paid in for the 2021 license year, with a fiscal impact of approximately \$14,000.

Lisa Rasmussen explained there is a distinct difference between the dog license fee, the late fee, and the citation for failure to license. The late fee is the source of the legal angst and that fee by statute should not be more than \$5.00. In 2012-13 there was a subcommittee looking at all things animal ownership related. One of the things to come out of that subcommittee was a recommendation to increase the late fee and increase the license fee to gain compliance. The city then offered credits for spay, neuter, and microchip as an incentive. She felt there was some interchangeable use of terms and some confusion as to what you can statutorily increase. At that point they all went up and we were working with Weston and both adopted the same fees.

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

Public Comment or Suggestions

Mayor Rosenberg stated the Wisconsin Economic Development Corporation awarded local community organizers Carmyn Hoen, Kayley McColley, Miah Medina, Christine Salm, Jaxon Seeger, and Gwen Taylor with the Diversity & Inclusion Award for the large political demonstration and peaceful march commemorating George Floyd and Black Lives Matter last year.

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons

require a closed session and Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding **compliance with development agreement by CGI Group Inc., successor to Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center-Wausau LLC**

Motion by Neal, second by Kilian to adopt the Resolution regarding compliance with the development agreement by CGI Group Inc., and to discuss it in open session.

Anne Jacobson distributed and read the Resolution. She questioned if they wanted to define Full Time Employee as 40 hours a week and include it in the definition and if they wanted to include any hourly or salary minimums. Jacobson asked for the authority to confirm and/or negotiate the dates with CGI. *Discussion followed.*

Neal and Kilian withdrew their motion and Attorney Jacobson indicated she would meet with CGI to discuss the terms and the resolution would be brought back to Council.

Adjourn

5/25/2021

Motion by Wadinski, second by Neal to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:56 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

**ORDINANCE OF CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Amending Section 10.20.080(a) designating no parking on the south side of West Wausau Avenue between North 1st Avenue to Cherry Street and amending Section 10.20.080(b) designating two 15 minute parking stalls on the south side of West Wausau Avenue beginning 60 feet west of the cross walk at Cherry Street and continuing west to a point 100 feet west of the cross walk at Cherry Street

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 21-0606

Date Introduced: June 15, 2021

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended to read as follows:

(a) There shall be no parking in the following location:

...

West Wausau Avenue

- South side of the street between North 1st Avenue and Cherry Street

Section 3. That Section 10.20.080(b) of the Wausau Municipal Code is hereby amended to read as follows:

(b) There shall be restricted parking in the following locations:

...

West Wausau Avenue

- Two 15-minute parking stalls, south side of the street beginning 60 feet west of the cross walk at Cherry Street and continuing west to a point 100 feet west of the cross walk at Cherry Street

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on parking restrictions on the south side of West Wausau Avenue from 1st Avenue to Cherry Street

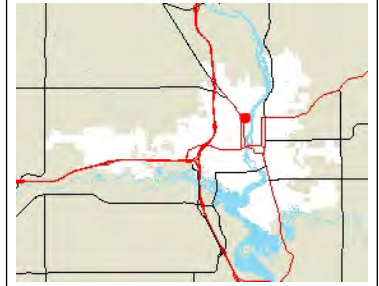
Rasmussen has received a number of calls from UMR about access to their building being disrupted by vehicles stacking in the area. Wesolowski started looking at this because of truck stacking. This section is the main entrance for UMR. The existing signs on the south side are not currently in the ordinance so the posted parking restrictions are not enforceable. The north side of the road is listed in the ordinance. Wesolowski met with UMR and the property management. They would like to maintain no parking on the south side. They would like the 15 minute loading zone placed midblock in front of the entrance. Wesolowski recommends keeping no parking on the south side between 1st Avenue and Cherry Street, with the exception of two 15 minute stalls.

Rasmussen said part of the issue is truck traffic to the plant behind UMR. Those vehicles are supposed to make entry to the plant off of Bridge Street but there is confusion with out of town truck drivers. The neighborhood would like trucks stacking on Cherry and not on West Wausau. Wesolowski has noticed that when semis pull in, they park across the crosswalk on the east end. The crosswalk will be marked with pedestrian crossing signs and no blocking the crosswalk. Rasmussen feels the plant should notify their drivers that they should be making entry off of Bridge Street. Wesolowski spoke with the plant manager and facility manager at Graphic Packaging. They tell the truck drivers to come in that way. They do not have access off Bridge Street as it is tight to get around the building. They tell the drivers to come in on West Wausau and exit to the south. It is a complicated issue as there is not a lot of area for trucks. He did ask the plant manager to tell truck drivers to stack on Graphic Packaging's lot. This would be hard to do as there are different independent drivers every day. There may be consideration of stacking on Cherry Street but then there would be truck traffic on Union. Rasmussen feels we first need to solve the problem at UMR as employees have ducked between trucks to get to their vehicles.

Wadinski moved to approve the parking restrictions. Larson seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action on parking restrictions on the south side of West Wausau Avenue from 1 st Avenue to Cherry Street
BACKGROUND
The Engineering Department and Police Department have been working with UMR and Graphics Packaging to better handle truck traffic in the area of West Wausau Avenue and Cherry Street. Those efforts are ongoing. In the process of looking at the current signs in the area it was discovered the no parking signs and the 15 minute loading signs that currently exist on the south side of West Wausau Avenue are not established in City ordinance.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends keeping the no parking on the south side of West Wausau Avenue between 1 st Avenue and Cherry Street. Dimensions of the 15 minutes stalls to be provided at CISM after further consultation with UMR staff.
Staff contact: Allen Wesolowski 715-261-6762





Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 5/6/2021

25.00 0 25.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the City of Wausau as a Community For All

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0605

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Wausau's social, economic, and collective physical and mental well-being is predicated on our community's ability to ensure we are an open, inclusive, and diverse place to live and work; and

WHEREAS, a community's values are not only determined by its elected bodies but also its residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools; and

WHEREAS, while we seek to speak with one voice to affirm our region's commitment to being a welcoming community for all, it's imperative that today we boldly affirm our pledge to our diverse and vulnerable, populations; and

WHEREAS, human diversity can be defined as differences in race, ethnicity, nationality, gender, gender identity, sexual identity, socio-economic status, age, physical and/or mental capabilities, and religious beliefs; and

WHEREAS, the City of Wausau recognizes diversity, inclusion, and equity as essential to positive and healthy lives, and is committed to ensuring people of all perspectives and experiences are welcome and feel safe in our community; and

WHEREAS, according to the 2019-2021 Marathon County LIFE Report, more than a third of those who responded reported one or more experiences of discrimination; an increase since 2017; and fewer

than half of the 2019 LIFE Survey respondents said they were satisfied with the level of tolerance in the community; and

WHEREAS, Wausau seeks to create a community environment where all residents can celebrate and embrace their rich multicultural heritage without the fear of intimidation or hate-motivated violence; and

WHEREAS, our community is an open, inclusive, and diverse place to live and we continue to work to achieve racial and ethnic equity to foster cross-cultural understanding and advocate for minority populations; and

WHEREAS, the City of Wausau is welcoming and inclusive to all residents and visitors alike, no matter their age, race, color, national origin, religion, gender, sexual identity, disability or socio-economic, familial or veteran status; and

WHEREAS, Wausau is committed to being that aspirational Community for All; and

WHEREAS, Wausau's image as a progressive, welcoming community is vitally important to achieving the City's social and economic goals.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that Wausau is "A COMMUNITY FOR ALL" and will continue to promote an environment that accepts, celebrates and appreciates diversity within the community while condemning any hate-based activity, treatment, or discrimination due to a person's protected class.

BE IT FURTHER RESOLVED, that the City calls on our partners in government, residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools to do the same.

Approved:

Katie Rosenberg, Mayor

MINUTES

Joint Finance & Economic Development Committee Meeting

Date | time Tuesday, June 1, 2021 at 5:15 P.M. | *Meeting called to order by* Rasmussen & Neal at 5:15 P.M.

In Attendance

ED/FIN Members Present:	Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen (FIN Chair) Dawn Herbst, Michael Martens, Deb Ryan and Tom Kilian
Others Present:	Mayor Katie Rosenberg, Brad Lenz, MaryAnne Groat, Tammy Stratz, Anne Jacobson, William Harris, Patrick Peckham, Shannon Graff (Webex), Ted Matkom (Webex), Nick Patterson (Webex), Gary Gisselman

Agenda #9 – Discussion and possible action on the Community for All Resolution

Mayor Rosenberg presented the agenda item as provided in the packet. She stated the County has been working on a resolution since the historic George Floyd march last June. Mayor Rosenberg stated her intention with her proclamation was to support the work they've done, support the community and make people feel like they belong here. Mayor Rosenberg shared that community reaction has been overwhelmingly positive.

County Board Supervisor, William Harris said he thinks it's important we affirm our values publicly, that we say the city does welcome a community for all and to all, acknowledge diversity in our community, to celebrate our differences and meet our challenges together as a community. He stated by doing this, we remain a vibrant, inclusive and growing city that will continue to prosper and have a bright future. He wants everyone in the community to feel like they belong, have access to the same opportunities, and want everyone to contribute. From an Economic Development standpoint, being more inclusive lets businesses know they can invest here because we welcome their talented and diverse workforces. He states in order to move forward, we must do so together.

Neal commented this item was important to be part of the ED Committee because we are the county seat where important issues tend to fall on us. He said the negative publicity the city received due to the county board's decision could hurt our bottom line and we need to step up and support this to show we are all in this together.

Rasmussen discussed her struggle with the proclamation saying the committee was blindsided by this proclamation. She said she doesn't think local government can fix a nationwide social issue and pointed out the County Board worked on their proclamation for a year and could not come to an agreement and several Members of the Board share the same constituents the council members do and that shared constituency is as divided as it's ever been so no matter what decision is made, half the residents are going to be angry with the decision made. Rasmussen stated the Council/ED Committee did not have a hand in the document before them and because of that have been left with a false choice. She said she understands why the Mayor felt she needed to issue a proclamation but asked what one would be accused of if you did or did not vote for the proclamation. She said they are elected to be bi-partisan and vote for

what the majority of what their constituents want and they have not had an opportunity to interact with their people about the proclamation but the document is before them now ready for action. Rasmussen said the proclamation presented contains a lot of the same language as the one presented to the board such as containing equity and not equality. She explained many people will read equity as a financial term that creates an outcome. She said when resolutions have been issued, it has done nothing to modify people's behaviors or beliefs but does a lot to stir up inflammations that already exist in the community. She continued stating she doesn't think the proclamation is a way to dial down the temperature of the community politically. She expressed dismay about the New York Times article being referenced in the proclamation because historically, they have not created new policies as a reaction to negative media. Rasmussen stated she feels Wausau has already made strides in the past several years to help make Wausau a welcoming community and questioned if the steps taken are actually helping the people they're meant to help or making the situation worse.

Neal responded he does not think this proclamation is without precedent around the community or state. Neal agreed the proclamation will not change certain people's behaviors but states the committee has a responsibility to represent the city's image and brand. Neal is angered that people or businesses may be less apt to move here because they've heard what it's like and said it's important the committee/council stand up for what is inherently and intrinsically right. He stated the committee needs to rise above the pettiness of picking apart what a particular word means.

Watson agreed the proclamation is important because it shapes the city's image and shows what the community represents. She commented that a lot of what is in the proclamation has been discussed at the Liberation and Freedom Committee as well so it's not only coming from the County Board.

Mayor Rosenberg clarified the Liberation and Freedom Committee did recommend supporting the proclamation and stated they sat on it for a bit but due to the publicity it became more of a focus.

Watson agreed with Rasmussen in taking out the part mentioning the New York Times article because a Community For All has been discussed for some time and is not a result of the New York Times article.

Neal agreed with removing the section mentioning the New York Times from the proclamation.

McElhaney agreed with removing the mention of the New York Times article and said if the committee is going to vote for the proclamation it shouldn't be a knee-jerk reaction to negative media, but something that's coming from the heart.

Kilian disagreed with others and said perhaps committees should start to respond to negative publicity. He said every time the committee takes an action and makes a decision on policy the committee has an opportunity to affirm this is a Community For All whether it's race, ethnicity or socioeconomics. Kilian said leaders lead from the front and must do what is right and just and approving the proclamation would be a good start. He would like to see this stapled to every ED Packet, environmental review so everyone remembers that people are to be protected and included and the committee can act as an example.

Rasmussen commented she doesn't want the committee to over emphasize the value of negative press. She said she doesn't see that story having any long term impact on the community. Rasmussen again stated the reference to the New York Times article absolutely needs to be omitted from the proclamation. Rasmussen added if they look at who approves of the proclamation between left, right and center, it is definitely not the right. She said there is a lot of negative dialogue happening in the community and for all the people who appreciate the city taking this on, there is another group who would say it's not in the city's sphere. That group feels the job of the local government is to approve the budget and provide

services the community needs, wants and expects at an affordable price and beyond that, they get accused of sticking their feet into management waters that perhaps belong at state and national level and it's not the place for a tiny local government.

Neal disagreed with Rasmussen's comments and said even if the New York Times article never appeared, he would have pushed for the proclamation based on the actions of the Executive Committee of the County Board.

Rasmussen questioned if the committee is confident the vast majority of their residents want to see this happen. She said she agrees with a lot of points in the proclamation but she's not sure she can make a decision that balances an equal portion of public sentiment.

Neal stated he didn't think they could have a referendum on the relative merits of equality.

Watson said there was a lot of support for this proclamation at the last council meeting when it was discussed pushing it back to ED. She said voting on this and sending it to council will allow more people to become aware and voice their opinions. She added that the proclamation ultimately recognized the article and the statement itself is powerful and attracting business. She mentioned if a business were looking to relocate here, they could Google Wausau, WI and news and the New York Times article would most likely populate, but if a business saw the city established this proclamation, they may be more open to investigating.

Neal commented that what is being asked here is something that is fundamentally human and something to stand up for as a community and show it. He mentioned the city does not have a clear statement on this issue which has raised its head over the past year or more. He said to Kilian's point that sometimes leaders just need to lead and do the right thing.

Mayor Rosenberg commented that many businesses have contacted her supporting this stance and when media asks who they should talk to, the mayor provided options who then didn't want to comment on it. She said this is an opportunity for us to get our businesses to stand with us and not be scared. She said a Community For All aligns with our 5-7 year strategic plan.

McElhaney asked that people with disabilities be considered just as much as other marginalized populations.

Gisselman commented that after attending many meetings within the community, he recognized a lot of people look to the City Council as leaders of this community who set the standards. He said there is no room for people being talked down to because of race, ethnicity, sexual orientation, etc.

Watson makes a motion to approve the proclamation after it's amended to remove the fourth Whereas referring to the New York Times article, seconded by McElhaney.

Committee voted on the motion to amend and then approve the resolution. Motion carried 5-0.

Rasmussen motioned for a second amendment to substitute all instances of the word equity for equality, seconded by McElhaney.

Harris discussed the definition of equity as fair and impartial treatment which is the dictionary definition. By defining it, it seemed to satisfy those who were opposed to the word equity. He pointed out that equity came about in the 14th century and socialism came about in the 19th century so one has nothing to do with

the other from a historical standpoint. He mentioned if the committee defined what equity is, then that may help with the opposition of the term.

Kilian commented that recent executive orders have defined equity as fair and impartial treatment to all and said opposing equity is not a legitimate conservative ideal.

Rasmussen responded that no one said that one side or the other is opposing the concept of equity, only that there has been a lot of emphasis in recent months on the use of the term. She added, if the committee is going to meet in the middle, you either have to define equity per definition or clarify the use of the term that people be treated fairly and equally which would then dispel the notion that equity is tied to the economics of the term equity.

Neal asked if replacing equity with equality would clear that misconception.

Rasmussen replied it's either that or add the definition just to make it clear.

McElhaney recommended to define equity versus replacing it with equality.

Rasmussen amended her motion to define equity rather than replace it with equality.

Harris clarified the difference between equity and equality. Equality means everyone receives the same thing. Equity means fair which does not always equate to equal.

Committee voted on the motion with the two aforementioned amendments and motion carried 5-0.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0108

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its May 24, 2021 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 24, 2021 at 5:15 pm, (Council Chambers)

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

Members Excused: Pat Peckham

Others Present: Tara Alfonso, Matt Barnes, Leslie Kremer, Bob Barteck, Mary Goede, Jamie Polley, Katie Rosenberg.

Consider approval or denial of various license applications.

Lisa Rasmussen noted all of the July 1st renewals are on the list and there are no denial recommendations.

Motion by McElhaney, second by Herbst to approve the licenses as recommended. Motion carried 4-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

May 24, 2021 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** – None
2. New Application for Class B Beer, Royal Deli LLC, Thong Xiong, 1720 Merrill Ave, Suite #5, restaurant doing business as Royal Deli.
3. Annual renewal of liquor licensed establishments within the city for Class A, Class B, and Class C, as well as their associated business licenses for Sidewalk Café, ICigarette & Tobacco, Amusement Devices, Tavern Entertainment, and Dance Hall.
4. Annual renewal of Public Transport Businesses and Drivers, as well as other miscellaneous licenses.
5. Class I Special Events: Symphony on the Rocks - June 18th; and The Hmong Wausau Festival, July 31 – August 1.
6. Class II Special Events: Church on The 400 Block - June 27, July 25, & August 29; Living River My Team Triumph Benefit Concert – June 12; Wausau Marathon – August 21; and IRONBULL Red Granite Grinder Bike Race – October 16.

**Special event applications will be sent to the committee by email for review.*

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 May 21, 2021
(715) 261-6621



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License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
151135	9020 - Public Transport Driver Renewal	BAKER, KIRK	512 S 3RD AVE APT 15 WAUSAU WI 54401		NORTHWOODS CAB	06/04/2021	06/30/2022	Yes	Yes	
151127	9020 - Public Transport Driver Renewal	BOEHM, JASON	1107 S 16TH AVE WAUSAU WI 54403		ALL AMERICAN TAXI	04/21/2021	06/30/2022	Yes	Yes	
153093	9020 - Public Transport Driver Renewal	BURGER, CHRISTOPHER	640 S 5TH AVE WAUSAU WI 54401		NORTHWOODS CAB	06/03/2021	06/30/2022	Yes	Yes	
151121	9020 - Public Transport Driver Renewal	EICH, DWIGHT	N10828 CHERRY RD BIRNAMWOOD WI 54414		ALL AMERICAN TAXI	04/21/2021	06/30/2022	Yes	Yes	
151169	9020 - Public Transport Driver Renewal	FORSO, MATTHEW	6606 LORA LEE LN SCHOFIELD WI 54476		NORTHWOODS CAB	05/21/2021	06/30/2022	Yes		
151123	9020 - Public Transport Driver Renewal	HACK, BENJAMIN	225005 ASPEN DR EDGAR WI 54426		NORTHWOODS CAB	05/17/2021	06/30/2022	Yes	Yes	
151144	9020 - Public Transport Driver Renewal	HANKE, MICHAEL	1036 S 15TH AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/10/2021	06/30/2022	Yes	Yes	
151128	9020 - Public Transport Driver Renewal	HELKE, JACQUELYN	605 S 56TH AVE APT 4 WAUSAU WI 54401		ALL AMERICAN TAXI	06/02/2021	06/30/2022	Yes	Yes	
151119	9020 - Public Transport Driver Renewal	JAECKS, SANDRA	1704 1/2 MERRILL AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/05/2021	06/30/2022	Yes	Yes	
151177	9020 - Public Transport Driver Renewal	KING, DENISE	1300 N 9TH AVE APT 5H WAUSAU WI 54401		NORTHWOODS CAB	06/02/2021	06/30/2022	Yes	Yes	
151143	9020 - Public Transport Driver Renewal	LANG III, FRANK	719 MCINTOSH ST WAUSAU WI 54403		ALL AMERICAN TAXI	05/17/2021	06/30/2022	Yes	Yes	
151131	9020 - Public Transport Driver Renewal	PEHLKE, JESSICA	W9071 BAMBI LN TOMAHAWK WI 54487		NORTHWOODS CAB	05/27/2021	06/30/2022	Yes	Yes	



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151180	9020 - Public Transport Driver Renewal	PLUGER, BOBBI JO	W18457 CHICKADEE LN BIRNAMWOOD WI 54414		NORTHWOODS CAB	05/28/2021	06/30/2022	Yes		
118500	9020 - Public Transport Driver Renewal	POCKAT, COURTNEY	2270 SUMMERSET CT MOSINEE WI 54455		NORTHWOODS CAB	06/02/2021	06/30/2022	Yes	Yes	
151149	9020 - Public Transport Driver Renewal	REEVES, TIMOTHY	1205 S 4TH AVE WAUSAU WI 54401		NORTHWOODS CAB	05/25/2021	06/30/2022			
151136	9020 - Public Transport Driver Renewal	SCHLOEMER, AARON	5207 SCOTT ST SCHOFIELD WI 54476		NORTHWOODS CAB	04/28/2021	06/30/2022	Yes	Yes	
151120	9020 - Public Transport Driver Renewal	SCHREIBER, SCOTT	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB	04/28/2021	06/30/2022	Yes	Yes	
151137	9020 - Public Transport Driver Renewal	SCHWARTZ, JEROME	234233 JIM MOORE CREEK RD WAUSAU WI 54403		ALL AMERICAN TAXI	05/14/2021	06/30/2022	Yes	Yes	
135130	9020 - Public Transport Driver Renewal	SPATZ, ROBERT	2155 COUNTY RD X APT A5 KRONENWETTE R WI 54455		NORTHWOODS CAB	05/10/2021	06/30/2022	Yes	Yes	
151140	9020 - Public Transport Driver Renewal	TRAVER, ELRIC	305 SUMMIT DR # 5 WAUSAU WI 54401		NORTHWOODS CAB	05/31/2021	06/30/2022	Yes	Yes	
151173	9020 - Public Transport Driver Renewal	WILCOTT, TODD	137733 FOUR MILE RD MARATHON WI 54448		NORTHWOODS CAB	05/17/2021	06/30/2022	Yes	Yes	
151126	9020 - Public Transport Driver Renewal	WOOD, CHRISTOPHER	529 1/2 N 3RD ST #3 WAUSAU WI 54403		NORTHWOODS CAB	04/30/2021	06/30/2022	Yes	Yes	
151148	9020 - Public Transport Driver Renewal	WORDEN, CLINTON	618 HAMILTON ST WAUSAU WI 54403		NORTHWOODS CAB	06/01/2021	06/30/2022	Yes	Yes	
151117	9022 - Public Transport Business	,	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB	04/28/2021	06/30/2022	Yes	Yes	



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151115	9022 - Public Transport Business	,	1705 MERRILL AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/03/2021	06/30/2022	Yes	Yes	
151116	9022 - Public Transport Business	LOBDELL, APRIL	706 FULTON ST, APT 7 WAUSAU WI 54403		RIDING YOUR WAY	05/14/2021	06/30/2022	Yes	Yes	
151986	9026 - Class I	BAILEY, MICHAEL	558 EISENHOWER AVE KIMBERLY WI 54136	SYMPHONY ON THE ROCKS on JUNE 18, 2021 Organized by MICHAEL BAILEY						Yes
152663	9026 - Class I	Prausa, Mara	PO Box 65 Stevens Point WI 54481	Central Wisconsin Symphony Orchestra Performance on September 18, 2021 Organized by Mara Prausa						Yes
151979	9026 - Class I	XIONG, YEE LENG	1109 N 6TH ST WAUSAU WI 54401	The Hmong Wausau Festival on July 31, 2021 and August 1, 2021 Organized by The Hmong American Center, Inc						Yes
152664	9027 - Class II	GUDEN, SARA	310 N 4TH ST WAUSAU WI 54403	2021 CHURCH ON THE 400 BLOCK on JUNE 27TH, JULY 25TH, AUGUST 29TH, 2021 Organized by DOWNTOWN MISSION CHURCH						Yes



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151984	9027 - Class II	LARSON, ANDREA	200 WASHINGTON ST, STE 200 WAUSAU WI 54403	IRONBULL Red Granite Grinder Bike Race on October 16, 2021 Organized by IRONBULL					Yes	
152745	9027 - Class II	Lechner, Tina	3368 Howard Ave Stevens Point WI 54481	Living River My Team Triumph Benefit Concert on June 12, 2021 Organized by My Team Triumph - Tina Lechner Contact Person					Yes	
152705	9027 - Class II	MAGUIRE, JODI	219 JEFFERSON ST WAUSAU WI 54403	2021 WAUSAU MARATHON on 08/21/2021					Yes	
151089	9036 - Garbage Hauler	,	1372 STATE HIGHWAY 34 MOSINEE WI 54455		GFL SOLID WASTE MIDWEST	04/26/2021	06/30/2022		Yes	
151091	9036 - Garbage Hauler	,	5509 FULLER ST WESTON WI 54476		ADVANCED DISPOSAL	04/28/2021	06/30/2022		Yes	
151092	9036 - Garbage Hauler	KROENING, TERRY	231706 GUINNESS RD WAUSAU WI 54403		IDEAL DUMPSTER SERVICE	05/07/2021	06/30/2022		Yes	
151094	9038 - Adult Oriented Establishment	Mallary, Eileen	4508 W MONTROSE AVE CHICAGO IL 60641		LOVER'S PLAYGROUND	07/01/2020	06/30/2022	Yes	Yes	
149250	9077 - Dance Hall	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/14/2021	06/30/2022		Yes	
149251	9077 - Dance Hall	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/14/2021	06/30/2022		Yes	



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149252	9077 - Dance Hall	,	401 N 4TH ST WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/15/2021	06/30/2022		Yes	
149253	9077 - Dance Hall	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/28/2021	06/30/2022		Yes	
149254	9077 - Dance Hall	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	04/29/2021	06/30/2022		Yes	
149255	9077 - Dance Hall	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/13/2021	06/30/2022		Yes	
149257	9077 - Dance Hall	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/07/2021	06/30/2022		Yes	
149259	9077 - Dance Hall	,	1800 WESTWOOD CENTER BLVD WAUSAU WI 54401		WESTWOOD CONFERENCE CENTER	04/15/2021	06/30/2022		Yes	
149260	9077 - Dance Hall	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/15/2021	06/30/2022		Yes	
149273	9060 - Class A Beer	PATEL, PRAFUL	1809 LENARD ST WAUSAU WI 54401		FAST BREAK MOBIL	04/15/2021	06/30/2022	Yes	Yes	
149272	9060 - Class A Beer	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TIENDA	04/19/2021	06/30/2022	Yes	Yes	
149291	9061 - Class A Beer & Liquor	BHANDARI, RAJ	1815 N 18TH ST WAUSAU WI 54403		FAST FUEL MART #1	03/18/2021	06/30/2022	Yes	Yes	
149292	9061 - Class A Beer & Liquor	BHANDARI, RAJ	1815 N 18TH ST WAUSAU WI 54403		FAST FUEL MART #2	03/18/2021	06/30/2022	Yes	Yes	
149294	9061 - Class A Beer & Liquor	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #728	04/05/2021	06/30/2022	Yes	Yes	
149307	9061 - Class A Beer & Liquor	CHANG, THAI	216711 OTTER LN MOSINEE WI 54455		WALGREENS #13771	04/15/2021	06/30/2022	Yes	Yes	



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149306	9061 - Class A Beer & Liquor	CHROSTOWSKI, TODD	11541 NAUGART DR ATHENS WI 54411		WALGREENS #07009	04/15/2021	06/30/2022	Yes	Yes	
149278	9061 - Class A Beer & Liquor	DUBERSTEIN, STEPHANIE	115 N 5TH AVE WAUSAU WI 54401		WAGNER SHELL 4611	04/15/2021	06/30/2022	Yes	Yes	
149285	9061 - Class A Beer & Liquor	EVANS, HEATHER	1723 LENARD ST WAUSAU WI 54401		TOBACCO OUTLET PLUS #501	04/05/2021	06/30/2022	Yes	Yes	
149282	9061 - Class A Beer & Liquor	GAICHE, MARY	226602 THRUSH AVE WAUSAU WI 54401		CROSSROADS COUNTY MARKET	04/16/2021	06/30/2022	Yes	Yes	
149289	9061 - Class A Beer & Liquor	HALICKI, ROBERT	N8984 DEER TRAIL RD TOMAHAWK WI 54487		CVS/PHARMACY #10172	04/07/2021	06/30/2022	Yes	Yes	
149295	9061 - Class A Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #62	04/15/2021	06/30/2022	Yes	Yes	
149293	9061 - Class A Beer & Liquor	HER, LEE	609 S 22ND AVE WAUSAU WI 54401		KOHLMAN'S INC	04/13/2021	06/30/2022	Yes	Yes	
149276	9061 - Class A Beer & Liquor	HINTZ, SUSAN	W5424 TAYLOR ST MERRILL WI 54452		KWIK TRIP #601	04/05/2021	06/30/2022	Yes	Yes	
149277	9061 - Class A Beer & Liquor	JAGLER, DAVID	1400 BENT STICK DR WAUSAU WI 54403		TOWNLINE MARKET			Yes	Yes	
149275	9061 - Class A Beer & Liquor	KNETTER, RYAN	5201 SHERMAN ST APT 35 WAUSAU WI 54401		KWIK TRIP #322	04/05/2021	06/30/2022	Yes	Yes	
149281	9061 - Class A Beer & Liquor	LAMB, RONALD	201 GREENWOOD DR ROTHSCHILD WI 54474		LAMB'S FRESH MARKET	04/07/2021	06/30/2022	Yes	Yes	
149298	9061 - Class A Beer & Liquor	LEMAY, MICHAEL	3903 CARL ST WAUSAU WI 54403		KWIK TRIP #1033	04/05/2021	06/30/2022	Yes	Yes	



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149290	9061 - Class A Beer & Liquor	LESZCZYNSKI, JOHN	232 GREENWOOD DR ROTHSCILD WI 54474		PICK 'N SAVE #405	04/15/2021	06/30/2022	Yes	Yes	
149280	9061 - Class A Beer & Liquor	MOUA, NICOLE	1127 HOLUB ST WAUSAU WI 54401-4304		HAMPTON INN	03/24/2021	06/30/2022	Yes	Yes	
149296	9061 - Class A Beer & Liquor	NOWAK, LINDA	110870 MILAN AVE MILAN WI 54411		TOBACCO OUTLET PLUS #559	04/05/2021	06/30/2022	Yes	Yes	
149305	9061 - Class A Beer & Liquor	PLEVAK, TIMOTHY	4303 E RAYBELLE DR WESTON WI 54476		TRIG'S WAUSAU	03/25/2021	06/30/2022	Yes	Yes	
149303	9061 - Class A Beer & Liquor	SOPATA, JOSHUA	5902 FLAMBEAU ST WESTON WI 54476		KWIK TRIP #188	04/05/2021	06/30/2022	Yes	Yes	
149284	9061 - Class A Beer & Liquor	SPATZ, MICHELLE	1132 S 7TH AVE WAUSAU WI 54401		KRIST FOOD MART #89	04/01/2021	06/30/2022	Yes	Yes	
149302	9061 - Class A Beer & Liquor	SPATZ, MICHELLE	1132 S 7TH AVE WAUSAU WI 54401		KRIST FOOD MART #61	04/01/2021	06/30/2022	Yes	Yes	
149286	9061 - Class A Beer & Liquor	STAFFEIL, ERIKA	1915 roosevelt st wausau WI 54403		KWIK TRIP #851	04/05/2021	06/30/2022	Yes	Yes	
149287	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4474	04/05/2021	06/30/2022	Yes	Yes	
149288	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4495	04/05/2021	06/30/2022	Yes	Yes	
149274	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4475	04/05/2021	06/30/2022	Yes	Yes	
149299	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4476	04/05/2021	06/30/2022	Yes	Yes	
149300	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4477	04/05/2021	06/30/2022	Yes	Yes	



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149301	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4492	04/05/2021	06/30/2022	Yes	Yes	
149297	9061 - Class A Beer & Liquor	UTECHT, SANNEE	3180 HILLCREST DR WAUSAU WI 54401		PINE RIDGE WAUSAU LLC	04/13/2021	06/30/2022	Yes	Yes	
149283	9061 - Class A Beer & Liquor	WALTER, TAMMI	5220 NAUGART DR MERRILL WI 54452		HOLIDAY GAS	04/16/2021	06/30/2022	Yes	Yes	
149304	9061 - Class A Beer & Liquor	WISTROM, RYAN	1911 ROOSEVELT ST WAUSAU WI 54403		KWIK TRIP #735	04/05/2021	06/30/2022	Yes	Yes	
133094	9063 - Class B Beer	DYKSTRA, PAUL	1225 WASHINGTON ST WAUSAU WI 54403		WAUSAU AREA SOFTBALL ASSOCIATION	04/15/2021	06/30/2022	Yes	Yes	
149315	9063 - Class B Beer	JUSUFI, ZENEL	707 S 3RD AVE WAUSAU WI 54401		RED APPLE SOCIAL CLUB	04/15/2021	06/30/2022	Yes	Yes	
149311	9063 - Class B Beer	LARSON, SUSAN	1239 WASHINGTON ST WAUSAU WI 54403		LIL' OLE WINEMAKER SHOPPE	04/12/2021	06/30/2022	Yes	Yes	
149314	9063 - Class B Beer	POLITO, SAM	4686 DUBAY DR MOSINEE WI 54455		POLITO'S PIZZA	04/05/2021	06/30/2022	Yes	Yes	
149308	9063 - Class B Beer	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND	04/14/2021	06/30/2022	Yes	Yes	
149309	9063 - Class B Beer	RODRIGUEZ-NIETO, ALEJANDRA	609 N 13TH AT Wausau WI 54403		EL ZEBAS LLC	04/16/2021	06/30/2022	Yes	Yes	
149312	9063 - Class B Beer	VUE, BAI	705 JEFFERSON ST WAUSAU WI 54403		C & B SUPER MARKET	04/14/2021	06/30/2022	Yes	Yes	
149310	9063 - Class B Beer	WEBER, KIMM	3824 N 14TH ST WAUSAU WI 54403		TIMEKEEPER DISTILLERY	04/19/2021	06/30/2022	Yes	Yes	



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152325	9063 - Class B Beer	XIONG, THONG	5902 ALEX ST WESTON WI 54476		ROYAL DELI LLC	05/05/2021	06/30/2022	Yes	Yes	
149313	9063 - Class B Beer	ZHENG, KANGNING	1405 Golden Meadow St Wausau WI 54401		KING BUFFET	04/09/2021	06/30/2022	Yes	Yes	
149830	9064 - Class B Beer & Liquor	,	1616 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	05/03/2021	06/30/2022	Yes	Yes	
151980	9064 - Class B Beer & Liquor	BAKER, CARLA	201 JEFFERSON ST WAUSAU WI 54403		JEFFERSON STREET INN	04/30/2021	06/30/2022	Yes	Yes	
149381	9064 - Class B Beer & Liquor	BAUR, DANIEL	221657 Silk Rd RINGLE WI 54471		THE DOMINO BAR			Yes	Yes	
149348	9064 - Class B Beer & Liquor	BERGUM, HAYLEY	3815 MONONA DR, #35 MONONA WI 53714		THE GREAT DANE PUB & BREWING CO.	04/28/2021	06/30/2022	Yes	Yes	
149343	9064 - Class B Beer & Liquor	BILLINGSLEY, KENT	W312S285 WILDWOOD TRAIL DELAFIELD WI 53018		APPLEBEE'S NEIGHBORHOOD GRILL & BAR	04/14/2021	06/30/2022	Yes	Yes	
149325	9064 - Class B Beer & Liquor	BREWER, MATT	226020 DEERTAIL LN WAUSAU WI 54401		101 PUB	05/04/2021	06/30/2022			
149363	9064 - Class B Beer & Liquor	CHEN, HUIYING	601 EAU CLAIRE BLVD WAUSAU WI 54403		MANDARIN	04/14/2021	06/30/2022	Yes	Yes	
149359	9064 - Class B Beer & Liquor	DADABO, ASHLEY	802 FULTON ST WAUSAU WI 54403		MILWAUKEE BURGER COMPANY	04/08/2021	06/30/2022	Yes	Yes	
149337	9064 - Class B Beer & Liquor	DALBEC, MARY	622 ETHEL ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/15/2021	06/30/2022	Yes	Yes	
149338	9064 - Class B Beer & Liquor	DAY, DEAN	144737 MAPLE CREST DR WAUSAU WI 54401		DAY'S BOWL-A-DOME	04/05/2021	06/30/2022	Yes	Yes	



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149346	9064 - Class B Beer & Liquor	EICHELBERGER, KEVIN	911 STEUBEN ST WAUSAU WI 54403		RED EYE BREWING COMPANY	04/15/2021	06/30/2022	Yes	Yes	
149373	9064 - Class B Beer & Liquor	FRASER, KELLY	831 FIRST ST ROTHSCHILD WI 54474		WAUSAU CURLING CENTER	04/14/2021	06/30/2022	Yes	Yes	
149350	9064 - Class B Beer & Liquor	FUST, JAMES	150240 OWL LN WAUSAU WI 54401		JIM'S CORNER PUB	04/13/2021	06/30/2022	Yes	Yes	
149370	9064 - Class B Beer & Liquor	GALLAGHER, MARY	226919 BOULDER RIDGE WAUSAU WI 54401		THE MILK MERCHANT	04/06/2021	06/30/2022	Yes	Yes	
149328	9064 - Class B Beer & Liquor	GLAMAN, LOREEN	5004 KRAMER LN WESTON WI 54476		VINO LATTE	04/05/2021	06/30/2022	Yes	Yes	
149330	9064 - Class B Beer & Liquor	GORDON, RICHARD	818 S 3RD AVE WAUSAU WI 54401		M&R STATION			Yes	Yes	
149369	9064 - Class B Beer & Liquor	GOVARDHAN, JAYJEET	2473 MILLINGTON CT AURORA IL 60504		BEST WESTERN PLUS WAUSAU TOWER INN			Yes	Yes	
149378	9064 - Class B Beer & Liquor	HEILMEIER, ROY	10207 STANDING OAK DR WESTON WI 54476		2510 RESTAURANT	04/01/2021	06/30/2022	Yes	Yes	
149345	9064 - Class B Beer & Liquor	HINNER, ELIZABETH / TIMOTHY	1702 Woodbury Parkway Wausau WI 54403		THRIVE FOODERY	04/15/2021	06/30/2022	Yes	Yes	
149375	9064 - Class B Beer & Liquor	HOLM, CORY	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	06/08/2021	06/30/2022	Yes	Yes	
149449	9064 - Class B Beer & Liquor	HOWE, TIMOTHY	301 S 10TH AVE WAUSAU WI 54401		GASLIGHT TAVERN	06/10/2021	06/30/2022	Yes	Yes	
149347	9064 - Class B Beer & Liquor	HUTCHISON, STEVE	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2021	06/30/2022	Yes	Yes	



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149349	9064 - Class B Beer & Liquor	JAMGOCHIAN, ADAM	709 N 6TH AVE WAUSAU WI 54401		HIAWATHA LOUNGE	04/14/2021	06/30/2022	Yes	Yes	
149376	9064 - Class B Beer & Liquor	JAMGOCHIAN, ADAM	709 N 6TH AVE WAUSAU WI 54401		CIAO	04/14/2021	06/30/2022	Yes	Yes	
149354	9064 - Class B Beer & Liquor	JONES, WILLIAM	N8159 COUNTY V IRMA WI 54442		OZ NIGHT CLUB	04/07/2021	06/30/2022	Yes	Yes	
149353	9064 - Class B Beer & Liquor	KELCH, MERYL	1514 BEECHWOOD DR WAUSAU WI 54401		EAGLE'S CLUB	04/07/2021	06/30/2022	Yes	Yes	
149326	9064 - Class B Beer & Liquor	KINGSTON, SHARON	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/14/2021	06/30/2022	Yes	Yes	
149331	9064 - Class B Beer & Liquor	KLOPATEK, TRESSA	5713 HIGH RIDGE CR WESTON WI 54476		WESTWOOD CONFERENCE CENTER	04/15/2021	06/30/2022	Yes	Yes	
149336	9064 - Class B Beer & Liquor	KORPELA, KEVIN	1221 STEUBEN ST WAUSAU WI 54403		DOWNTOWN GROCERY	04/14/2021	06/30/2022	Yes	Yes	
149386	9064 - Class B Beer & Liquor	KRAHN, CASEY	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	04/07/2021	06/30/2022	Yes	Yes	
149362	9064 - Class B Beer & Liquor	KRUESEL, JAMES	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	04/15/2021	06/30/2022	Yes	Yes	
149360	9064 - Class B Beer & Liquor	LITTLE, MERRY	H12092 TRAPPE RD WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/15/2021	06/30/2022	Yes	Yes	
149341	9064 - Class B Beer & Liquor	LOPPNOW, MARK	1311 STARK ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/13/2021	06/30/2022	Yes	Yes	
149352	9064 - Class B Beer & Liquor	LOR, MAI	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY	04/14/2021	06/30/2022	Yes	Yes	
149383	9064 - Class B Beer & Liquor	LUCCI, GLENN	3619 N 11TH ST WAUSAU WI 54403		BACK WHEN CAFE	04/16/2021	06/30/2022	Yes	Yes	



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149361	9064 - Class B Beer & Liquor	MAAS, DANIEL	240581 SUNRISE RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/14/2021	06/30/2022	Yes	Yes	
149385	9064 - Class B Beer & Liquor	MAAS, MICHAEL	3188 PYKE RD MOSINEE WI 54455		CHATTERBOX	04/14/2021	06/30/2022	Yes	Yes	
149384	9064 - Class B Beer & Liquor	MALLUM, JOY	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/15/2021	06/30/2022	Yes	Yes	
149356	9064 - Class B Beer & Liquor	MARKS, GISELA	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	04/05/2021	06/30/2022	Yes	Yes	
149329	9064 - Class B Beer & Liquor	MELENDEZ, LUIS	920 STARK ST WAUSAU WI 54403		LA TAQUERIA RESTAURANT	04/15/2021	06/30/2022	Yes	Yes	
149371	9064 - Class B Beer & Liquor	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT			Yes	Yes	
149379	9064 - Class B Beer & Liquor	NESS, TAMI	623 GRANT ST WAUSAU WI 54403		COP SHOPPE PUB	04/15/2021	06/30/2022	Yes	Yes	
149327	9064 - Class B Beer & Liquor	OLMSTED, RANDY	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE			Yes	Yes	
149351	9064 - Class B Beer & Liquor	OTTO, JEFFREY	1206 SYLVAN ST WAUSAU WI 54403		CRUSIN 1724			Yes	Yes	
149364	9064 - Class B Beer & Liquor	PEPOWSKI, JOE	1104 AUGUSTA AVE WAUSAU WI 54403		THE MINT CAFE	04/14/2021	06/30/2022	Yes	Yes	
149377	9064 - Class B Beer & Liquor	PINEDA MEDELLIN, JOSE	518 N 2ND AVE WAUSAU WI 54401		JALAPENOS MEXICAN RESTAURANT & BAR	04/14/2021	06/30/2022	Yes	Yes	
149324	9064 - Class B Beer & Liquor	POLKINGHORNE, KIRK	1011 WINTON ST WAUSAU WI 54403		NORTH END PUB	04/13/2021	06/30/2022	Yes	Yes	



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149358	9064 - Class B Beer & Liquor	SCHILLING, TIMOTHY	148388 ST FRANCIS WAY WAUSAU WI 54401		TREU'S TIC TOC			Yes	Yes	
149334	9064 - Class B Beer & Liquor	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S	04/14/2021	06/30/2022	Yes	Yes	
149340	9064 - Class B Beer & Liquor	SHULTZ, RYAN	309 N 2ND AVE WAUSAU WI 54401		POLACK INN	04/28/2021	06/30/2022	Yes	Yes	
149335	9064 - Class B Beer & Liquor	SMITH, SARAH	119 E KORT ST ROTHSCHILD WI 54474		BUFFALO WILD WINGS	04/15/2021	06/30/2022	Yes	Yes	
149380	9064 - Class B Beer & Liquor	STEINKE, KEVIN	1921 N 10TH AVE APT 2 WAUSAU WI 54401		CAMPUS PUB	04/13/2021	06/30/2022	Yes	Yes	
149374	9064 - Class B Beer & Liquor	STIMAC, FRANK	3829 N 14TH SREET WAUSAU WI 54403		BB JACK'S	03/25/2021	06/30/2022	Yes	Yes	
149344	9064 - Class B Beer & Liquor	TRYBA, ZACHARIAH	708 PLUMER ST WAUSAU WI 54403		BENVENUTO'S CITY GRILL			Yes	Yes	
149342	9064 - Class B Beer & Liquor	UONG, TUAN	1704 PATRIOT DR WAUSAU WI 54403		LEMONGRASS	04/15/2021	06/30/2022	Yes	Yes	
149357	9064 - Class B Beer & Liquor	VANG, YER	1115 christian drive oshkosh WI 54901		CHRISTINE'S	04/15/2021	06/30/2022	Yes	Yes	
149365	9064 - Class B Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		THE UGLY MUG	04/14/2021	06/30/2022	Yes	Yes	
149339	9064 - Class B Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		MALARKEY'S PUB	04/07/2021	06/30/2022	Yes	Yes	
149332	9064 - Class B Beer & Liquor	VOLPE, PETER	168628 RIVER RD RINGLE WI 54471		ANGELO'S PIZZA VILLA / TUESDAY'S BAR	04/09/2021	06/30/2022	Yes	Yes	



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149368	9064 - Class B Beer & Liquor	WAGE, DANIEL	146186 VERDANT LN WAUSAU WI 54401		WAUSAU MINE COMPANY	04/14/2021	06/30/2022	Yes	Yes	
149382	9064 - Class B Beer & Liquor	WILMOT, DEAN	2332 BONNEY DUNE DR MOSINEE WI 54455		SHOWTIME	04/16/2021	06/30/2022	Yes	Yes	
149355	9064 - Class B Beer & Liquor	WOLD, TODD	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL	04/15/2021	06/30/2022	Yes	Yes	
149372	9064 - Class B Beer & Liquor	WOLLER, ALLEN	1009 HENRIETTA ST WAUSAU WI 54403		6TH STREET PUB			Yes	Yes	
149333	9064 - Class B Beer & Liquor	ZIMMERMAN, SAMUEL	7622 STONEFIELD TRL SCHOFIELD WI 54476		GREENWOOD HILLS	04/29/2021	06/30/2022	Yes	Yes	
149392	9065 - Class B Winery	LARSON, SUSAN	1239 WASHINGTON ST WAUSAU WI 54403		LIL' OLE WINEMAKER SHOPPE	04/12/2021	06/30/2022	Yes	Yes	
149322	9067 - Class B Beer & Class C Wine	LACALAMITA, JODI	7007 SCHOFIELD AVE, APT 11 SCHOFIELD WI 54476		SAM'S PIZZA	04/16/2021	06/30/2022	Yes	Yes	
149319	9067 - Class B Beer & Class C Wine	REINKE, JONATHAN	2203 RYANWOOD AVE SCHOFIELD WI 54476		NORTHCENTRAL TECHNICAL COLLEGE	04/20/2021	06/30/2022	Yes	Yes	
149320	9067 - Class B Beer & Class C Wine	VAN SLATE, JOHN	319 N 4TH ST WAUSAU WI 54403		319 BISTRO	04/14/2021	06/30/2022	Yes	Yes	
149321	9067 - Class B Beer & Class C Wine	WEIGAND, THOMAS	2601 FICHERONA RD VERONA WI 53593		NOODLES & COMPANY	04/05/2021	06/30/2022	Yes	Yes	
149323	9067 - Class B Beer & Class C Wine	XIONG, PHOUA	1705 SHADOWLAWN RD MOSINEE WI 54455		HMONG EGGROLLS	05/18/2021	06/30/2022	Yes	Yes	



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149318	9067 - Class B Beer & Class C Wine	XU, JIN	102 JEFFERSON ST WAUSAU WI 54403		HI RESTAURANT	04/15/2021	06/30/2022	Yes	Yes	
149389	9068 - Class B Beer & Liquor Reserve	BALLARD, KELLY	1117 N 10TH ST WAUSAU WI 54403		WHITEWATER MUSIC HALL	04/13/2021	06/30/2022	Yes	Yes	
149388	9068 - Class B Beer & Liquor Reserve	BURG, DANIEL	1807 KOWALSKI RD MOSINEE WI 54455		COURTYARD BY MARRIOT	04/15/2021	06/30/2022	Yes	Yes	
149390	9068 - Class B Beer & Liquor Reserve	GREENWOOD, JULIE	183614 MAYFLOWER LN BIRNAMWOOD WI 54414		WOW FAMILY ENTERTAINMENT CENTER	04/14/2021	06/30/2022	Yes	Yes	
149391	9068 - Class B Beer & Liquor Reserve	HERZOG, GERALD	209 CALLON ST WAUSAU WI 54401		CALLON STREET PUB	04/08/2021	06/30/2022	Yes	Yes	
149387	9068 - Class B Beer & Liquor Reserve	ZHENG, SAI YUN	709 PARK AVE WAUSAU WI 54403		MASA	04/12/2021	06/30/2022	Yes	Yes	
151088	9048 - Pawn Broker / 2nd Hand Dealer	,	531 JEFFERSON ST WAUSAU WI 54403		DOWNTOWN PAWN	04/21/2021	06/30/2022	Yes	Yes	
151734	9075 - Cigarette	,	221657 SILK RD RINGLE WI 54471		THE DOMINO BAR				Yes	
149179	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602		KWIK TRIP #1033	04/05/2021	06/30/2022		Yes	
149180	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4477	04/05/2021	06/30/2022		Yes	
149181	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4492	04/05/2021	06/30/2022		Yes	
149182	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #89	04/01/2021	06/30/2022		Yes	
149183	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		TOBACCO OUTLET PLUS #559	04/05/2021	06/30/2022		Yes	



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149184	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #735	04/05/2021	06/30/2022		Yes	
149186	9075 - Cigarette	,	320 W THOMAS ST WAUSAU WI 54401		FAST BREAK MOBIL	04/15/2021	06/30/2022		Yes	
149187	9075 - Cigarette	,	2600 LONDON RD EAU CLAIRE WI 54701		EVOLUTION HEALTH AND WELLNESS	03/19/2021	06/30/2022		Yes	
149188	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4475	04/05/2021	06/30/2022		Yes	
149189	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4476	04/05/2021	06/30/2022		Yes	
149190	9075 - Cigarette	,	1300 S LYNNDALE DR APPLETON WI 54914		FLEET FARM	04/19/2021	06/30/2022		Yes	
149191	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #61	04/01/2021	06/30/2022		Yes	
149192	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #728	04/05/2021	06/30/2022		Yes	
149193	9075 - Cigarette	,	1205 MERRILL AVE WAUSAU WI 54401		PINE RIDGE WAUSAU LLC	04/13/2021	06/30/2022		Yes	
149194	9075 - Cigarette	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/28/2021	06/30/2022		Yes	
149196	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		CROSSROADS COUNTY MARKET	04/16/2021	06/30/2022		Yes	
149197	9075 - Cigarette	,	407 N 3RD AVE WAUSAU WI 54401		FAST FUEL MART #2	03/18/2021	06/30/2022		Yes	



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149198	9075 - Cigarette	,	735 S 3RD AVE WAUSAU WI 54401		KOHLMAN'S INC	04/13/2021	06/30/2022		Yes	
149199	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54601-2107		KWIK TRIP #188	04/05/2021	06/30/2022		Yes	
149200	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #322	04/05/2021	06/30/2022		Yes	
149201	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #601	04/05/2021	06/30/2022		Yes	
149202	9075 - Cigarette	,	2201 MADISON ST STEVENS POINT WI 54481		THE STORE #62	04/15/2021	06/30/2022		Yes	
149203	9075 - Cigarette	,	1626 OAK ST LA CROSEE WI 54603		TOBACCO OUTLET PLUS #501	04/05/2021	06/30/2022		Yes	
149204	9075 - Cigarette	,	640 S 3RD AVE WAUSAU WI 54401		C & B SUPER MARKET	04/14/2021	06/30/2022		Yes	
149205	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #13771	04/15/2021	06/30/2022		Yes	
149206	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4474	04/05/2021	06/30/2022		Yes	
149207	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4495	04/05/2021	06/30/2022		Yes	
149208	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #32422	04/07/2021	06/30/2022		Yes	
149209	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #5629	04/07/2021	06/30/2022		Yes	



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149210	9075 - Cigarette	,	730 E WAUSAU AVE WAUSAU WI 54403		LAMB'S FRESH MARKET	04/07/2021	06/30/2022		Yes	
149211	9075 - Cigarette	,	802 E WAUSAU AVE WAUSAU WI 54403		FAST FUEL MART #1	03/18/2021	06/30/2022		Yes	
149212	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		HOLIDAY GAS	04/16/2021	06/30/2022		Yes	
149213	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #851	04/05/2021	06/30/2022		Yes	
149214	9075 - Cigarette	,	PO BOX 50 MINOCQUA WI 54548		TRIG'S WAUSAU	03/25/2021	06/30/2022		Yes	
149215	9075 - Cigarette	,	4611 STEWART AVE WAUSAU WI 54401		WAGNER SHELL 4611	04/15/2021	06/30/2022		Yes	
149216	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #07009	04/15/2021	06/30/2022		Yes	
149217	9075 - Cigarette	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	04/15/2021	06/30/2022		Yes	
149218	9076 - Tavern Entertainment	,	PO BOX 116 WAUSAU WI 54402-0116		TIMEKEEPER DISTILLERY	04/19/2021	06/30/2022		Yes	
149220	9076 - Tavern Entertainment	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/07/2021	06/30/2022		Yes	
149222	9076 - Tavern Entertainment	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/15/2021	06/30/2022		Yes	
149223	9076 - Tavern Entertainment	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/15/2021	06/30/2022		Yes	
149224	9076 - Tavern Entertainment	,	612 WASHINGTON ST WAUSAU WI 54403		RED EYE BREWING COMPANY	04/15/2021	06/30/2022		Yes	



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149225	9076 - Tavern Entertainment	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	05/24/2021	06/30/2022			
149226	9076 - Tavern Entertainment	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/28/2021	06/30/2022		Yes	
149227	9076 - Tavern Entertainment	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	04/15/2021	06/30/2022		Yes	
149229	9076 - Tavern Entertainment	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	04/14/2021	06/30/2022		Yes	
149230	9076 - Tavern Entertainment	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB	04/07/2021	06/30/2022		Yes	
149231	9076 - Tavern Entertainment	,	1110 W CAMPUS DR WAUSAU WI 54401		CAMPUS PUB	04/13/2021	06/30/2022		Yes	
149232	9076 - Tavern Entertainment	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/14/2021	06/30/2022		Yes	
149233	9076 - Tavern Entertainment	,	221 SCOTT ST WAUSAU WI 54403		PEKING RESTAURANT	04/01/2021	06/30/2022		Yes	
149235	9076 - Tavern Entertainment	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	04/14/2021	06/30/2022		Yes	
149236	9076 - Tavern Entertainment	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2021	06/30/2022		Yes	
149237	9076 - Tavern Entertainment	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/13/2021	06/30/2022		Yes	
149238	9076 - Tavern Entertainment	,	220 CARLSON PARKWAY N PLYMOUTH MN 55447		MILWAUKEE BURGER COMPANY	04/08/2021	06/30/2022		Yes	
149239	9076 - Tavern Entertainment	,	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY	04/14/2021	06/30/2022		Yes	



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149240	9076 - Tavern Entertainment	,	PO BOX 243 WAUSAU WI 54402-0243		WHITEWATER MUSIC HALL	04/13/2021	06/30/2022		Yes	
149241	9076 - Tavern Entertainment	,	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	04/07/2021	06/30/2022		Yes	
149242	9076 - Tavern Entertainment	,	1709 MERRILL AVE WAUSAU WI 54401		SHOWTIME	04/16/2021	06/30/2022		Yes	
149244	9076 - Tavern Entertainment	,	1206 N 3RD STREET WAUSAU WI 54403		POLACK INN	04/28/2021	06/30/2022		Yes	
149245	9076 - Tavern Entertainment	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	04/29/2021	06/30/2022		Yes	
149246	9076 - Tavern Entertainment	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/14/2021	06/30/2022		Yes	
149247	9076 - Tavern Entertainment	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/15/2021	06/30/2022		Yes	
151685	9076 - Tavern Entertainment	,	713 GRANT ST WAUSAU WI 54403		HIAWATHA LOUNGE	04/14/2021	06/30/2022		Yes	
149486	9078 - Amusement Device	,	226020 DEERTRAIL LN WAUSAU WI 54401		101 PUB	05/04/2021	06/30/2022		Yes	
149136	9078 - Amusement Device	,	1002 N 3RD AVE WAUSAU WI 54401		NORTH END PUB	04/13/2021	06/30/2022		Yes	
149137	9078 - Amusement Device	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/15/2021	06/30/2022		Yes	
149138	9078 - Amusement Device	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/14/2021	06/30/2022		Yes	



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149139	9078 - Amusement Device	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/15/2021	06/30/2022		Yes	
149140	9078 - Amusement Device	,	3904 W STEWART AVE WAUSAU WI 54401		WAUSAU MINE COMPANY	04/14/2021	06/30/2022		Yes	
149141	9078 - Amusement Device	,	713 GRANT ST WAUSAU WI 54403		HIAWATHA LOUNGE	04/14/2021	06/30/2022		Yes	
149143	9078 - Amusement Device	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/28/2021	06/30/2022		Yes	
149144	9078 - Amusement Device	,	325 INTERLOCKEN PKWY B BROOMFIELD CO 80021		NATIONAL ENTERTAINMENT NETWORK	05/18/2021	06/30/2022		Yes	
149145	9078 - Amusement Device	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/14/2021	06/30/2022		Yes	
149147	9078 - Amusement Device	,	209 CALLON ST WAUSAU WI 54401		CALLON STREET PUB	04/08/2021	06/30/2022		Yes	
149148	9078 - Amusement Device	,	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	04/07/2021	06/30/2022		Yes	
149151	9078 - Amusement Device	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	04/14/2021	06/30/2022		Yes	
149152	9078 - Amusement Device	,	1715 W STEWART AVE WAUSAU WI 54401		DAY'S BOWL-A-DOME	04/05/2021	06/30/2022		Yes	
149153	9078 - Amusement Device	,	1206 N 3RD STREET WAUSAU WI 54403		POLACK INN	04/28/2021	06/30/2022		Yes	



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License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
149155	9078 - Amusement Device	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2021	06/30/2022		Yes	
149157	9078 - Amusement Device	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	04/15/2021	06/30/2022		Yes	
149158	9078 - Amusement Device	,	1110 W CAMPUS DR WAUSAU WI 54401		CAMPUS PUB	04/13/2021	06/30/2022		Yes	
149159	9078 - Amusement Device	,	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S	04/15/2021	06/30/2022		Yes	
149160	9078 - Amusement Device	,	247307 COUNTY RD W MERRILL WI 54452		BOB & RANDY'S	04/14/2021	06/30/2022		Yes	
149161	9078 - Amusement Device	,	311 N 3RD ST WAUSAU WI 54403		POLITO'S PIZZA	04/05/2021	06/30/2022		Yes	
149162	9078 - Amusement Device	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	04/05/2021	06/30/2022		Yes	
149163	9078 - Amusement Device	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/15/2021	06/30/2022		Yes	
149164	9078 - Amusement Device	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	04/14/2021	06/30/2022		Yes	
149165	9078 - Amusement Device	,	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	04/07/2021	06/30/2022		Yes	
149168	9078 - Amusement Device	,	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	06/08/2021	06/30/2022			
149169	9078 - Amusement Device	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB	04/07/2021	06/30/2022		Yes	
149170	9078 - Amusement Device	,	5500 WAYZATA BLVD STE 1600 MINNEAPOLIS MN 55416		BUFFALO WILD WINGS	04/15/2021	06/30/2022		Yes	



Council Date 06/15/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
149171	9078 - Amusement Device	,	150240 OWL LANE WAUSAU WI 54401		JIM'S CORNER PUB	04/13/2021	06/30/2022		Yes	
149172	9078 - Amusement Device	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/07/2021	06/30/2022		Yes	
149173	9078 - Amusement Device	,	1206 N 6TH ST WAUSAU WI 54403		ANGELO'S PIZZA VILLA / TUESDAY'S BAR	04/09/2021	06/30/2022		Yes	
149175	9078 - Amusement Device	,	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL				Yes	
149176	9078 - Amusement Device	,	1115 CHRISTIAN DR OSHKOSH WI 54901		CHRISTINE'S	04/15/2021	06/30/2022		Yes	
149177	9078 - Amusement Device	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/13/2021	06/30/2022		Yes	
151721	9053 - Quadricycle Driver	JOANNON, JENNIFER	148070 SPRING CREEK DR WAUSAU WI 54401		SPOKEEASY	04/15/2021	12/31/2021	Yes	Yes	
149416	9054 - Amusement Device Distributor	,	325 INTERLOCKEN PKWY B BROOMFIELD CO 80021			05/18/2021	06/30/2022		Yes	
149417	9054 - Amusement Device Distributor	,	1020 LOMAR DR WAUSAU WI 54401			05/03/2021	06/30/2022		Yes	
150985	9080 - Public Transport Driver New	FORSO, MATTHEW	6606 LORA LEE LN SCHOFIELD WI 54476		NORTHWOODS CAB LLC	04/07/2021	06/30/2021	Yes	Yes	
150494	9080 - Public Transport Driver New	MAXWELL, DAMIEN	707 S 4TH AVE WAUSAU WI 54401		ALL AMERICAN TAXI	03/25/2021	06/30/2021			
152792	9080 - Public Transport Driver New	STACK, ANTHONY	221 SCOTT ST. APT 802 WAUSAU WI 54403		ALL AMERICAN TAXI	05/20/2021	06/30/2022	Yes		



Council Date 06/15/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
152230	9080 - Public Transport Driver New	WOODS, RAHEEM	152604 LOTUS LN WAUSAU WI 54401		NORTHWOODS CAB LLC	05/04/2021	06/30/2022	Yes	Yes	

Total Licenses

258

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Delegation of Processing and Approval of Class III Events to Wausau and Marathon County Parks, Recreation, and Forestry Department, Accompanying Revision to the City of Wausau Events Policies and Procedures, and Removal of the \$40.00 Fee from the Comprehensive Fees and License Schedule

Committee Action: Approve 4-0

Fiscal Impact: Undetermined

File Number: 95-0313

Date Introduced: June 15, 2021

RESOLUTION

WHEREAS, the Common Council adopted the City of Wausau Events Policies and Procedures (“Special Events Policy”) on March 14, 1995 to encourage and support special community events while regulating the events in a positive manner to ensure the health and safety of the participants and the protection of public lands and facilities; and

WHEREAS, the Special Events Policy currently provides for three classes of events: Class I, Class II, and Class III; and

WHEREAS, Class III events are those which may be of general interest and open to the public but only involve a small number of people in attendance; and

WHEREAS, Class III event holders currently complete an application process and pay a \$40.00 administrative fee to the City of Wausau; and

WHEREAS, Class III event holders additionally pay a variable fee dependent upon the event type and complete an application process with the Wausau and Marathon County Parks, Recreation, and Forestry Department (“Parks Department”) for the use of the park space itself; and

WHEREAS, it is in the best interest of the City of Wausau to revise the Special Events Policy in an effort increase the efficiency of the permit process and reduce costs to small event holders; and

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010 which sets forth the \$40.00 administrative fee paid to the City of Wausau; and

WHEREAS, your Public Health & Safety Committee at its May 24, 2021, meeting, recommends that the City delegate the Special Events Class III administrative processes and approvals to the Parks Department and removal of the \$40.00 administrative fee from the comprehensive Fees and License Schedule.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau delegates the administrative processes and approvals for Class III Events to the Parks Department.

BE IT FURTHER RESOLVED that the Common Council approves the attached City of Wausau Events Policies and Procedures removing references to Class III Events.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the fee of \$40.00 adopted and incorporated into the City of Wausau Fees and Licenses Schedule for Class III Events be removed from the comprehensive Fees and License Schedule.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 24, 2021 at 5:15 pm, (Council Chambers)

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

Members Excused: Pat Peckham

Others Present: Tara Alfonso, Matt Barnes, Leslie Kremer, Bob Barteck, Mary Goede, Jamie Polley, Katie Rosenberg.

Discussion and possible action delegating Class III Special Event processes and approvals to the Wausau and Marathon County Parks, Recreation and Forestry Department.

Rasmussen explained Class III events are very small, usually private, and don't require city services. The applicants are usually booking park facilities, so rather than have people have to go through both the Park Department and the Clerk's Office, the request is to delegate the approval to the Park Department. She noted Class I and Class II would still come through this committee and Council.

Leslie Kremer, City Clerk, clarified there currently is a \$40 fee for the Class III Special Event to cover the administrative process, so since there would no longer be an application to fill out and file with us, there would no longer be a fee. Rasmussen pointed out they are already filling out a park reservation application and paying a fee.

Motion by Wadinski, second by McElhaney to approve delegating Class III event approvals to the Park Department. Motion carried 4-0.

City of Wausau Events Policy and Procedures

GOAL

It is the goal of the City of Wausau to encourage and coordinate special community events, while regulating these events in a positive manner to ensure the health and safety of participants in the event, efficient management of City services and the protection of public lands and facilities.

DEFINITION OF EVENT

“Event” means any planned extraordinary occurrence requiring City services and/or on public right-of-way or public premises including but not limited to: parades, processions, festivals, athletic events and events requiring street closures. “Event” does not include static, unattended displays or exhibits for any duration of time.

EVENT CLASSIFICATION

There are ~~three~~ two (2) classes of events: Class I, ~~and Class II and Class III~~. Each class has its own characteristics. An event does not have to have all the characteristics listed to be in the classification. The City reserves the right to make final determination of an event’s classification. “Ongoing event” is a single event of any duration that occurs over multiple consecutive days. “Repeating event” is an event that occurs multiple times according to the same pattern.

CLASS I: (\$200.00) (*Ongoing event up to 7 days \$250.00 or Repeating event up to 15 occurrences \$400.00)

- Event will have a large number of participants and/or spectators (500 or more people).
- Event is open & may attract interest from the general population of the community & surrounding area.
- Usually involves the closing of a street (except residential block parties).
- May involve multiple events (i.e. parade and football game, carnival and crafts).

CLASS II: (\$60.00) (*Ongoing event up to 7 days \$75.00 or Repeating event up to 15 occurrences \$120.00)

- Event is open to the public, but is only of interest to a certain segment of the community (i.e. runners, walkers, supporters of certain causes, bicyclists, etc.).
- Most athletic events (i.e. tournaments, fishing contests).
(The events policy does not apply to local youth sports organizations that contract for regular season games or tournament play)
- May involve the closing of a street (except residential block parties).

CLASS III: (\$40.00)

- ~~• Event may be of general interest and open to the public, but will only involve a small number of people.~~
- ~~• May involve the closing of a street (except residential block parties).~~

EVENT REQUIREMENTS AND CONDITIONS

Application Deadline and Fee:

Class I	2 months prior to the event	\$200.00	Late Fee	\$200.00
Class II	2 months prior to the event	\$ 60.00	Late Fee	\$100.00
Class III	1 month prior to the event	\$ 40.00	Late Fee	N/A

***NOTE:** Multiple Day events or Serial Day events will incur an additional charge (see above)

Event Permits:

Event permits are required in advance for all classes of special events. Permits **do not** include vending permits that may also be required.

Vending Permits:

If sales occur at the event, all event vendors must obtain permission to vend from the event organizer and obtain a valid permit, if needed, from the Marathon County Health Department

City Facilities, Park Land and Open Spaces:

The City establishes rental rates for city facilities, park land and open spaces annually. Event organizers intending to use a rentable park facility or whose event precludes normal occupancy and use of a rentable park facility must reserve it separately. **Submitting an event application does not reserve a rentable park facility and reserving a park facility does not give approval for the event.** Contact the Parks Department at 715-261-1550 to reserve a park shelter or facility.

THE 400 BLOCK

Contact the Park's Department (715-261-1550) to reserve The 400 Block prior to submitting this events application. **Reserving The 400 Block does not give approval for the event and submitting an events application does not reserve The 400 Block.**

DEFINITION

Public space for the use and enjoyment of the public.

BLOCK USAGE

The Block may be reserved for free events of interest to the general public, keeping with accepted standards of behavior and content. Up to 25% of the space may be rented by private groups for private events.

Events on the block will be limited to the hours of 7:00 am, to 12:00 midnight. Security may be required if a request is made for events or event-supported structures to be in the park outside of park hours. Overnight camping and grilling are prohibited on the block. Vehicles may not be driven or parked on the block. Beware of buried water lines on the block. They are shallow and could easily be damaged by tent stakes or other objects pounded into the ground.

BLOCK COORDINATION AND SCHEDULING

Reservations will be made through the Parks Department. It is recommended to reserve the block early as it is a first-come-first-serve basis. Reservations will not be taken for events occurring more than 12 months away.

NOTE: Reservation of the 400 Block does not automatically permit the event. Approval process requires a special events application be completed and filed with Clerk/Customer Service at City Hall. All conditions and requirements of the Special Event Policy, Municipal, State and Federal rules, regulations and guidelines must be followed prior to obtaining a permit.

BLOCK RENTAL FEES

Fees for services are listed on the next page of this policy. Rental rates for The 400 Block are as follows:

Private event sponsored by a private group	\$200/less than four hours per day \$400/greater than four hours per day
Admission event	\$200/less than four hours per day \$400/greater than four hours per day
Free event – open to the public	\$75/less than four hours per day \$150/greater than four hours per day

Event organizers should make every effort to secure resources and manpower from the private sector. For those instances where the City or County must provide service, the event shall be required to pay the anticipated cost to the City Clerk at least 3 business days prior to the event permit being issued. Events other than those directly sponsored by the City of Wausau shall fully reimburse the City for services rendered.

There are times when the city must provide unanticipated service following the event's conclusion. Fees for those instances, services will be billed to the event following the event's conclusion.

Fees or charges imposed under this policy shall not include any fee or charge for City services in connection with an

event when the service is directly related to protection provided or precautions taken in anticipation of reaction or response to expressive activity which is protected by the First Amendment to the United States Constitution.

Event Fees

Equipment Rental Deposit		\$ 75.00 / unit
(Water tank, trailer, service panels, & water stand pipes)		
Snow Fence 50" Roll including stakes and ties**		\$ 12.00 / roll
Portable Stage**		\$200.00 / each
Portable Stage Canopy**		\$100.00 / each
Barricades **		\$ 1.00 / each
Picnic Tables**		\$ 20.00 / each
Manual Post Pounder		\$ 35.00
Water Stand Pipes		\$ 50.00 / each
Backflow Preventers		\$ 12.00 / each
Bleacher Planks		\$ 7.00 / each
Use of sound and/or light system(s) (400 Block only)		\$165.00 / \$550 deposit
Stage and Planter Pedestals		\$ 35 / event
Portable Electrical Panels (Spider Box)		\$165 / panel / event
Park Services Staff	Week Day	\$ 45.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person
Electrical Services Staff	Week Day	\$ 55.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person
Public Works Staff	Week Day	\$ 45.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person

**Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup of equipment is to be scheduled at least two weeks in advance and may not always be available for all items.

Damages or Cleanup:

If required, damage to city property or clean up after an event shall be invoiced to the event organizer following the event's conclusion.

The City of Wausau is an Eco-friendly municipality and as such requires event organizers to recycle as part of their cleanup plan. You will be required to contract with a company to provide garbage collection and recycling services for the event.

Insurance:

A commercial general liability policy is required in the following minimum amounts for Class I and Class II events.

Per person / injury	\$ 500,000
Per occurrence / injury	\$ 500,000
Property damage	\$ 500,000
Public liability and property damage and excess liability umbrella policy	\$1,000,000

Applicant must sign a hold harmless agreement and provide the City with a certificate of insurance showing insurance written by a company licensed by the State of Wisconsin and covering any and all liability or obligations which may result from the applicant's employees, agents, contractors, or subcontractors. **The certificate shall name the City of Wausau as an additional insured.** Proof of insurance, including coverage and exceptions must be provided to the City prior to the event permit being issued.

Ordinances:

Sponsors, participants and organizers of special events must comply with all applicable state, federal and municipal regulations and ordinances.

Total Occupancy of City Lands and Facilities:

An event may be allowed to totally or partially occupy the following Parks: Oak Island, Athletic, Riverside, Boileau Field, Woodson, Yawkey, City Hall, White Water, Big Bull Falls, Stewart, Sylvan Hill, portions of the River Edge Parkway, Fern Island, Picnic Island and Brockmeyer Park and The 400 Block.

Other City lands and facilities: Wausau Downtown Airport, County Parks located in the City limits and school properties located in the City limits and Specified Parade Routes.

Public Safety:

Event organizers are responsible for ensuring the safety of the participants in their event. Depending upon the size, location, and nature of the event, the City may require any or all of the following: Private security on site, police on site, metal detectors, first aid services, EMS on site, internal communication system, external communication system, public address system, night lighting, exit signage, emergency plan including evacuation plan, weather monitoring, fire extinguishers and/or fire protection systems.

Parking:

Adequate parking must be available to support the event without causing undue disruption of normal commercial or residential activities. Off-site parking combined with shuttle transportation may augment on-site parking

Commercial Sales:

Sales of food, beverages and merchandise are allowed during special events on public property under the following conditions:

- a. Food, beverage and merchandise sales must be secondary to the primary theme or activity of the event.
- b. Vendors must have express written permission from the event organizer and proper permits from the Marathon County Health Department. Event organizers are responsible for obtaining registration information for all vendors participating in their event.
- c. Merchandise sold by vendors during an event shall be reviewed by and have approval of the event organizer.
- d. Event vendors are responsible for obtaining and displaying all appropriate sales permits, health/sanitation licenses, food and beverage and vending permits if required. All food & beverage vendors should complete the food & beverage worksheet.

Wine and/or Beer Sales:

Wine and Beer concessions are allowed under the conditions of City ordinance 5.64.150 as follows: A Temporary Class “B” / Class “B” Retailers License (picnic license) must be obtained. These are only eligible to churches, foundations or bona fide clubs in existence for at least six months. Licensed operators (bartenders) are required. A Retailer’s license application is required by state law to be on file with the City Clerk a minimum of 15 days prior to issuance and requires approval from the City Council. If you are planning to serve beer or wine at your event file a “Temporary Class B Retailers” application at least 30 to 45 days in advance of this event.

Enclosure Required—Picnic License.

- a. The license holder of a special Temporary Class “B” Retailers License (picnic license) shall cause to be installed around the main point of sale a fence or fences at least seven feet in height measured from ground level, or two fences at least four feet high and eight feet apart, in order to control ingress and egress of persons and consumption of fermented malt beverages; and shall station an adult at the entrance to the area for the purpose of checking age identification. The herein described fence regulations shall not apply to a licensed area within an enclosed building.
- b. No fermented malt beverage shall be served to or consumed by anyone outside of the fenced-in area unless a waiver has been requested and granted pursuant to conditions described in WMC 5.64.150.
- c. All license holders issued a Temporary Class “B” Retailers License (picnic license) shall post in a conspicuous location at the main point of sale and at all entrances to the facility a sufficient number of signs disclosing that no fermented malt beverage shall be served to any underage person.

- d. A licensed operator (bartender) shall be stationed at all points of sale at all times. (Ord. 61-4591 §1, 1986.)

Bands, Public Address Systems and Entertainment:

If the event includes the use of public address systems, amplified music or live entertainment, this information must be detailed on the application when submitted. Event organizers should contact neighboring residential properties within 200 feet of the event of noise issues as to the type of noise, the dates of the event, the expected times of when the noise will begin and conclude at least 15 days prior to the event. If complaints are received, the Wausau Police Department shall require the event organizer to reduce the sound volume. If the organizer(s) fail to reduce the sound volume to an acceptable level, they shall be subject to a penalty as provided by City noise ordinance.

Event organizers are responsible for contacting the Department of Inspections and Electrical Systems for any electrical assistance they may need for band equipment, amplifiers, stage lighting, temporary lighting, food and beverage vendors, etc. Questions regarding electrical use should be directed to Dept. of Inspections 715-261-6780.

Accessibility:

Event organizers are responsible for ensuring their public event complies with the accessibility requirements of the Americans with Disabilities Act (ADA). Many events change the normal use patterns or exceed the normal design capacity of public facilities. Organizers are responsible for providing any additional facilities such as accessible parking, travel-ways, seating, restrooms, drinking water, etc., plus service and program access for individuals with physical, sight, speech, hearing and other impairments covered by the ADA.

Sanitation and Toilet Requirements:

Depending on the nature of the special event, organizers may be required to provide additional restroom and refuse facilities such as portable toilets, hand-washing stations, garbage cans, dumpsters, etc.

Street Closures:

If your event requires closure of a street, please detail such request on the application. The Police Department and Public Works will review your application and determine whether to permit the closure. Please note that arterial streets, major collector streets, and bus routes may not be acceptable for closure. By submitting the application, the applicant shall be responsible for contacting all persons on the block; for verifying there are no objections to the street closing; for placing barricades and signs, on the street as directed by City officials, removing them after the event; and for cleanup of all debris by 9:00 am., the morning after the event.

Fire and EMS response apparatus require a minimum of 20 foot width clearance for vehicle access. All access lanes/roads must be kept clear to that width for emergency vehicles. Cul-de-sacs should have a minimum turning diameter of 70 feet, and other type turnarounds such as L-types, T-types, and Y-types should allow for fire apparatus with a wheelbase of 25 feet to turn around with no more than one (1) backing maneuver. Access into and around individual display booths, tents, facilities, restrooms, etc. must be maintained to the extent that personnel with ambulance cots, EMS equipment, and/or fire equipment can maneuver freely and quickly when responding to an emergency. Street barricades should be easily removable to admit emergency/police vehicles as necessary with minimal time delay.

Parades:

Parade organizers must apply for a special event permit from the City Clerk. The application must include details as to the exact parade route, the location of staging and demobilization areas, the times of the parade start and finish, the size of the parade including number of floats and an itinerary or schedule of times for each detail i.e. staging at location and time, parade on route at time, demobilization at location and time, etc. The City Clerk will determine the appropriate class category.

Parade organizers must submit a map of the parade route with their event application. All parades must be held on parade routes approved by the Traffic Lieutenant and Director of Public Works. Streets are normally closed for parades. The City will determine the number, type and location of barricades and/or traffic cones required.

The City shall place the barricades or traffic cones at the appropriate time and shall remove them from the street when they are no longer needed. Non-City sponsored events will be billed for the cost of services provided.

Cancellation: Cancellation of any event, for any reason, shall result in charges for actual services provided, forfeiture of permit fees and any other forfeiture related to facility or equipment rentals.

Endorsement: Permits to use City of Wausau Parks including the 400 Block do not constitute City of Wausau or Wausau/Marathon County Parks Recreation and Forestry department (WMCPRF) endorsements of policies, beliefs, or goals of the sponsor, nor shall any advertisement or publicity indicate endorsement or sponsorship by the City or WMCPRF without prior approval of a standing committee or the City's Common Council. Staff reserves the right to approve or deny each application for the use of its facilities under the standards of this policy. City or WMCPRF activities and those that the city and/or WMCPRF jointly sponsor will have first priority in scheduling and may obtain full use of the park.

Approval Process:

Event applications are reviewed by staff consisting of representatives from (any or all of) the following entities: Parks Department, Police Department, Fire Department, Inspections/Electrical Department, Engineering Office, Department of Public Works, City Clerk, Mayor, and Marathon County Health Department. These departments will review the application for compliance of areas under their expertise. Should a department have a concern, they will contact you directly to provide assistance. Once the event is reviewed, staff will make recommendations to the Public Health & Safety Committee who approves the event prior to issuance from the City Clerk. Please note the Public Health & Safety Committee only meets once per month. It is in your best interest to get your application filed well in advance of your event.

A listing of events shall be provided to Council on a monthly basis; however approval of the event is delegated by Council to the Public Health & Safety Committee. Events denied, shall receive a refund of application fees less 25% administrative processing fee.

CITY OF WAUSAU
CITY SERVICES INCLUDING EQUIPMENT USAGE AND 400 BLOCK RESERVATION / USE FEES
FEE DETERMINATION SCHEDULE

	ADMISSION/FREE EVENT OF LIMITED INTEREST not open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	ADMISSION EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	FREE EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	Event is Sponsored and/or Organized by a Private Group	Event is Sponsored and/or Organized by a Commercial Enterprise
Example of an Event	Political Groups, Club Organizations such as model railroad or Ham Radio Operators	Blues Fest, Renaissance Festival, Log Jam	Weekly Concert Series on the Square, Fall Art Festival, Easter Egg Hunt, Kayak Races, Christmas Parade, Balloon Rally	Weddings, Company Picnics, Private Party	Circus, Auction, Sale
Primary Audience	Special Interest Group not representing the General Public	Wide interest by the General Public	Wide interest by the General Public	Invited guests	Fee Paying Audience, Special Interest Groups
Beneficiary of Fees or Commercial Venture	Admission fees/indirect revenues generated benefit the NFP group, or club	Admission fees generated benefit the NFP group, or club	Indirect revenues generated benefit the NFP group, or club	Private Group	Private organization or commercial enterprise
Role of the City	No Inkind Services	Inkind Services may apply	Inkind Services may apply	No Inkind Services	No Inkind Services
Park/Facility Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Equipment Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Park Service Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Electrical Services	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Public Works Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule

* Events receiving direct city funding, along with the Christmas, Labor Day, Memorial Day, and United Way Parade are exempt from application for inkind services not to exceed \$5,000.



SPECIAL EVENTS APPLICATION
(Submit this application to the City of Wausau Clerk's Office)

Class of Event: _____ Class Fee \$ _____
Multiple Day _____ Serial _____
Block Reservation Fee: \$ _____
Estimated City Services Fee: \$ _____

Event Name: _____
Event Dates: _____ Time of Event: _____
Set Up Dates: _____
Removal Dates: _____
Event Location: _____
Organizer: _____
Contact Person: _____
Address: _____
Work Phone #: _____ Home/Cell Phone #: _____
Email Address: _____

Describe Event: (include purpose, features, schedule, estimated attendance, number of floats if parade)

Event Location or Route, if parade (include map and timed itinerary of events including staging & demobilization times and locations)

Describe any event issues or challenges (such as parking) and your plan for addressing those issues.

Describe how you intend to use the proceeds (if any) from this event?

Describe how the event will be promoted or advertised?

EVENTS QUESTIONNAIRE

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
1.	Is the event open to the general public? List your estimated attendance?				
2.	Have you reserved or rented the event's location? Call the Parks Dept. for The 400 Block 715-261-1550 for park facilities.				
3.	Will an admission or entry fee be charged? Will there be security for large cash collections?				
4.	Will there be wine or beer served?				
5.	If there will be wine/beer served, have you applied for and obtained a temporary liquor license from the City Clerk (261-6620) and arranged for licensed bartenders at the event?				
6.	If there will be wine/beer served, have you obtained and erected fencing to comply with the City's ordinance?				
7.	If you are charging an admission or if you are serving alcohol will you be prohibiting firearms and concealed weapons and post that fact? If not, what steps will you take to ensure the health, safety and welfare of those attending?				
8.	Are you planning to erect a stage(s)? If so, please list whether a canopy will be needed over the stage.				
9.	Are you planning to have tents or temporary structures for the event? (This would require a safety inspection by Fire (715-261-7900) and/or Inspection Dept. (715-261-6780). Have all underground utilities been located prior to pounding stakes or fence posts into the ground? Call Parks Dept. (261-1550 for public property or Digger's Hotline 1-800-242-8511 for private property at least 10 days prior to set up.)				
10.	Will there be food or beverage vending? Have vendors received approval and permits by the Marathon County Health Department? (715-261-1900)				
11.	Will there be other types of vending? Describe.				

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
12.	Will you need The 400 Block stage?				
13.	Will you use the planter electrical pedestals or need additional electrical panels?				
14.	Will vendors or anyone else need electricity at the event? Have each of the vendors completed the food & beverage work stand questionnaire for Electrical Inspectors to be submitted with your events application?				
15.	Have you provided sufficient restroom facilities or portable toilets for this event, in accordance with Health Department 715-261-1900?				
16.	Have you provided available drinking water?				
17.	Have you provided sufficient refuse collection bins and arranged for cleanup of the premises within 24 hours after the event in accordance with Health Department and City				
	a. Have you contracted with a company to provide garbage and recycling services?				
	b. How many of the following will you provide for the event (Please list): Garbage Containers? Recycling containers for glass, plastic, aluminum, cardboard and paper?				
	c. Have arrangements been made to empty and/or collect garbage and recycling containers within 24 hours after the event?				
18.	Is there entertainment such as bands, amplifiers, circus, performances, etc.? Have the neighboring residences been notified of expectations of this event?				
	Will you need The 400 Block sound system?				
	Will you need The 400 Block light system?				
19.	Does your event occur at night or continue into evening (dark) hours? If so, what is your plan for lighting and security?				

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
20.	Will there be overnight camping at the event premises? If so, what is your plan for public health, lighting and security issues?				
21.	Will there be fireworks or pyrotechnics at this event? Have you obtained the necessary permits from Fire Inspectors 715-261-7900?				
22.	Is there an emergency plan in place for accidents, injuries, fires, severe weather, etc.?				
23.	Will this event involve amusement games and rides? Have you complied with the WI Administrative Code Chapter 34 with regard to amusement rides?				
24.	Will this event hold a raffle? Have you complied with the legal requirements in Wisconsin through the Dept. of Administration? (608-270-2552)				
25.	Will this event require street closure? Have the neighbors been notified of the request to temporarily close the street and the times of the closure?				
26.	Have you obtained orange safety vests and provided training for route guides on runs/walks?				
27.	Will there be any traffic control, crossing assistance, security or parking issues due to this event? Have you consulted with the Police Dept. 715-261-7800. (You must consult with and have approved through the Wausau Police Department, temporary traffic regulation needs and locations.)				
28.	Is closure and/or detouring needed for WIS 52 or Bus 51 in the city? WI DOT application required. Form: DT1479				
29.	Does this event need private shuttle transportation (buses)? Have you arranged for private service with drop-off and pickup points to this event?				
30.	Have you obtained and provided to the Clerk adequate liability insurance with the City of Wausau named as the additional insured?				
31.	Have you provided a complete time schedule and location itinerary of the parade staging & route?				
32.	Does this event need temporary bike racks? If so, how many and where?				

Please list all vendors participating in your event (attach additional pages if necessary)

Contact the Marathon County Health Dept. 715-261-1900 to discuss your food service plan prior to the event.

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Food and Beverage Stand Registration Worksheet

Organization:

Chairman / President:

Contact Person:

Address:

Work Phone #

Home or Cell Phone #

Describe Food(s) and/or Beverages
you plan to sell:Describe Food Stand and EXACT Measurements
(indicate if you will be using a wagon):

Self-contained Wagon: (circle one if applies) 240V or 120V

Describe EXACT Space Requirements:ELECTRICAL NEEDS: The Health Department requires you to have HOT WATER available. You may need to use
an appliance to keep it heated.

Vendor Electrical Request

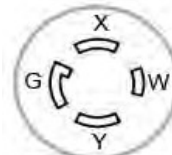
Require Less than 50 amps: Vendors requiring 50 AMPS or less will be cord and plug connected. Specify needs from available plug configurations listed below. **Plug adapters are not provided.**



5-15R/5-20R



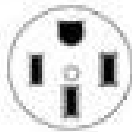
Number Requested_



L14-30

Maximum of One

NEMA# 14-50R
50 Amp
1-120/240 VAC



14-50R

Maximum of One



50 AMP125/250

Maximum of One

Require more than 50 AMPS: Vendors requiring greater than 50 AMPS will be hard wired to an electrical distribution panel. Specify estimated total electrical requirements:

AMPS

VOLTS

WIRE SIZE

Worn or defective equipment will not be connected.

I agree to indemnify and save harmless the City of Wausau and Marathon County, and their employees, elected and appointed officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of Wausau or Marathon County properties, equipment, or services herein specified.

Signature of
Event Organizer: _____

Date: _____

***Attention Organizer:

If your organization receives funding through City's room tax appropriation process you must complete the attached budget statement or submit an itemized budget statement. Your proposed budget must be submitted with this application and your actual budget must be submitted within 90 days after the end of your event.

PH&S Approval: 10/19/2004

Council Approval: 11/9/2004

Application Revised: 11/13/2018

Modified: 6/8/2021

PH&S Approval: 05/24/2021

Council Approval:

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Temporarily amending Section 8.08.010 Certain creatures forbidden (subsection (d) Exceptions).

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 94-0825

Date Introduced: June 15, 2021

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

Add ()

Delete ()

Section 1. That Section 8.08.010 Certain creatures forbidden, is hereby amended to read as follows:

8.08.010 Certain Creatures forbidden. (a) Wild Animals. It is unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the city any dangerous or wild animal, insect or reptile, or any other animal or reptile of wild, vicious or dangerous propensities. The prohibition of this subsection shall include any of the following animals, reptiles, or insects whether bred in the wild or in captivity, and also any of their hybrids with domestic species listed herein. The animals, reptiles or insects listed in parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified.

...

(d) Exceptions.

...

(2) The prohibitions in subsections (b) and (c) do not apply to farm animals where such farm animals/poultry are part of agricultural fairs, shows or sales of farm animals/poultry sponsored by an agricultural organization which occur at Marathon Park and are no longer than seven days in duration; farm animals/poultry on a display for judging purposes; or a horse, pony, mule or other beast of burden in connection with a horse-drawn carriage licensed under Chapter 5.74 of the Wausau Municipal Code.

(3) The prohibitions in subsections (b) and (c) do not apply to the use of goats by the City of Wausau/Marathon County Parks, Recreation, Forestry Department utilized for vegetation control or abatement purposes within City parks.

(4) The prohibitions in subsections (b) and (c) do not apply to the display of farm animals by the City of Wausau/Marathon County Parks, Recreation, Forestry Department within a City park or on the 400 Block as part of a short term event hosted or sponsored by the department of one day or less.

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

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

Section 4. This temporary amendment set forth in this ordinance shall automatically repeal on October 31, 2021, at 11:59 pm; no further action shall be required.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 24, 2021 at 5:15 pm, (Council Chambers)

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

Members Excused: Pat Peckham

Others Present: Tara Alfonso, Matt Barnes, Leslie Kremer, Bob Barteck, Mary Goede, Jamie Polley, Katie Rosenberg.

Discussion and possible action on Ordinance Temporarily amending Section 8.08.010 Certain creatures forbidden (subsection (d) Exceptions).

Rasmussen stated this request comes from the Park Department to allow them to contract with a farmer to bring in goats to eat invasive species on Barker Stewart Island and also host a public information event where they would allow people to watch/pet the animals. She noted this would not open it up for people to keep goats in the city, it is an exception for these specific events.

Jamie Polley, Parks Director, indicated this was something she learned about through the National Park & Rec Association, as well as in Minnesota. She explained it is a way of controlling invasive species where you don't have to use chemicals. She stated they have done some vegetation management out on Barker Stewart Island, which was completely covered with buckthorn and honeysuckle. They cut it down once and are waiting for a regrowth and once that is big enough that is when it is beneficial to bring in the goats to eat it down. If it works and is cost effective for the city it may be something we would want to do every year. She did not anticipate using goats in any other area of the city other than on these islands. She stated depending on how many goats, it could be two weeks to a month. The special event would be a one afternoon family event either down by the island or at The 400 Block as a fundraiser to bring them here, as well as educational.

Polley explained there will be an electric fence that would separate the area the goats are working in. It is a double fence brought in and put up by the farmers, so the public will not be able to touch the goats but they can view them. At the special educational event for the family they will be able to pet some goats.

Tara Alfonso noted the ordinance is setup to expire October 31, 2021. Rasmussen stated if after the trial they want to continue this program, they can consider making it permanent.

Mayor Rosenberg commented Madison started their goat program last year and she was very enthusiastic about this trial which is good for the environment instead of using pesticides by the river.

Deputy Chief Matt Barnes commented for the Police Department this is a public safety issue. People did not feel safe out on one of the gems of this city, which is that island and the trails, because of the underbrush and the inability to see. People would come around a corner and end up with people off the trail hiding in the bushes because there were encampments there. He stated the Park Department has done a beautiful job of leveling all that underbrush and now you can see what is ahead of you. He encouraged citizens to go out on the island trails.

Motion by Herbst, second by McElhaney to approve a seasonal trial for use of the goats. Motion carried 4-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee and
Common Council

From: Tara G. Alfonso, Asst. City Attorney 

Date: May 20, 2021

Re: Comments on Temporarily Amending Section 8.08.010 Certain Creatures Forbidden
(subsection (d) Exceptions)

- The request for this proposed amendment is initiated by the Wausau/Marathon County Parks, Recreation, Forestry Department which is also submitting a staff memo related to the background on and purpose for request of this item.
- The proposed amendments will automatically repeal on October 31, 2021 without further action by the Council. The Committee may also consider whether it would rather have a repeal date of December 31, 2021, in order to capture the benefits of any delayed snowfall.



To: Public Health & Safety Committee
Common Council

From: Jamie Polley, Director of Parks, Recreation & Forestry
Wausau & Marathon County

Date: May 20, 2021

Re: Comments relating to temporarily amending Section 8.08.010 certain creatures forbidden (subsection (d) Exceptions).

- Barker Stewart Island is a City park located near down town Wausau. The Island consists of trails, historic mill site foundation, informational signage, benches, railroad corridor and two access bridges.
- Barker Stewart Island is being considered for the relocation of a historic mill building and in discussions regarding this possibility staff and the former Mayor met with the Wausau Police Department, Community Foundation of North Central Wisconsin and the Marathon County Historical Society to identify the vision of the island.
- The vision identified for the island is to resemble Isle of the Ferns to the south with trails, open space, large tree cover and very little understory so that the community can see through the island.
- The island's vegetation consists mostly of invasive species such as honeysuckle and buckthorn. Many of the trees on the island are also low quality trees.
- In 2019 the City Council approved \$70,000 for the 2020 Capital Improvement Program to begin the vegetation management of Barker Stewart Island and planning the reconstruction of the Mill Building. The unused funds of 2020 have been carried over to continue to the work in 2021.
- PRF purchased brush clearing attachments for existing equipment and began the vegetation removal in 2020 on the north half of the island. Vegetation removal to the south will continue as time allows.
- The invasive species on the island are very hardy and will continue to come back year after year. There are different methods available for controlling invasive species and many of the methods include chemical treatments. Staff sought alternative methods that would have minimal impact to the island and surrounding water. The utilization of goats grazing is a method that is used more commonly. Staff has contacted some of the communities that currently utilize goats and the method has been very effective. Goats feed on the woody vegetation of the invasive plants.
- Depending on the number of goats and the size of the site the goats will be utilized for a few weeks one to two times per season. They are typically onsite for 4-6 weeks.
- The goats would be restricted to the area in which they are working by an electric fence and the water (goats do not like water). The public would be able to watch the goats but would not be allowed to enter the area in which they are working.
- Staff and/or the farmers will be checking on the goats daily.
- We are asking for the change to Section 8.08.010 because current Municipal Code would not allow for the goats to be utilized for this invasive species control.
- As a way of educating the public about the use of goats and about invasive species the PRF Department would hold a one day special event near the island or on the 400 Block. The event may include a few goats that the public could touch and see up close. The farmers would be present for this event.

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

RESOLUTION OF WAUSAU WATER WORKS – WASTEWATER DIVISION

Reviewing the 2020 Compliance Maintenance Annual Report for the Wastewater Plant

Committee Action: Approved 5-0

Fiscal Impact: There is no fiscal impact to the City.

File Number: 03-0311

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Wausau Water Works – Wastewater Division owns, operates, and maintains a public owned treatment works (POTW) in the City of Wausau on Adrian Street; and

WHEREAS, the Utility’s POTW is authorized to discharge to the Wisconsin River under WPDES Permit No. WI-0025739-09; and

WHEREAS, by Wisconsin Administrative Code NR 208, all Wisconsin POTW’s are required to submit a Compliance Maintenance Annual Report (CMAR); and

WHEREAS, Wausau Water Works – Wastewater Division has prepared the attached 2020 CMAR and acknowledges the point total in the report; and

WHEREAS, the City of Wausau is committed to address the actions set forth in the attached 2020 CMAR; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau has reviewed the attached 2020 Compliance Maintenance Annual Report from Wausau Water Works – Wastewater Division and hereby submits the Report as prescribed.

Approved:

Katie Rosenberg, Mayor



Minutes of June 1, 2021

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, June 1st, 2021. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on May 27th, 2021.

Members Present: President Rosenberg, Commissioners Robinson, Herbst, Force, Gehin.
Others Present: Eric Lindman, Scott Boers, Dave Erickson, Tonia Westphal/Clark- Dietz, Dave Schneider/ WPS- Lisa Zahrt/ Clark-Dietz- Via Webex- Chris Collins/Sunvest, Aaron Cassidy/WPS/WEC, Toni Vanderboom, Kelly Zagrzebski/WPS/WEC, Jeff Klarer/ WPS/WEC

7) Discussion and Possible Action Regarding the Wastewater Compliance Maintenance Annual Report (CMAR).

Erickson starts by saying the CMAR Report is something we have to send in every year with some of it being cut and dry. The major issue here was under the staffing and preventative maintenance section. It's kind of an all or nothing rating for this section, either we say we've done it and then we get full points and get an A or we say we haven't done it and then we take 40 points off and we get an F. In the past we've kind of scraped by some years but we were on the borderline. At this point with our new plant upgrades we've got a lot of new equipment coming and we don't have any software in the project for asset management and maintenance. At this point I'm saying we're not meeting their intent and so we dropped from 100 points to 60 points and scored an F in that section now that the preventive maintenance program is something that we need and that we will get so I'm confident we'll get it up and running along with the new plant so we will have a plan to work our way out of this; but this is acknowledging from staff point of view that this is an essential item we have to do. It also addressed staffing shortages and we've already talked about the hiring needed. Otherwise are there any questions on this report?

Lindman states this does go to the full city council for final acceptance.

Force compliments on getting an A in all the other categories. Dave, being candid about the staffing issue, I think you should be commended on that.

Erickson replied thanks and says there's no point in shooting ourselves in the foot by claiming we're doing better than we're doing. It's supposed to be a planning tool and so facing it openly is the way to do it.

Rosenberg asked if there were any other questions or if anyone has a motion

Gehin moved to approve the compliance maintenance annual report and have city council act on it.

Rosenberg states we have a motion to approve the report, seconded by Herbst. Any more discussion or questions? All those in favor of approving the wastewater compliance maintenance annual report can signify by saying aye, aye, any opposition all right that carries thank you.

Motion approved 5-0.

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/24/2021

2020

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	4.9540	x	242	x	8.34	=	9,987
February	4.4175	x	271	x	8.34	=	9,975
March	6.9421	x	185	x	8.34	=	10,726
April	5.8344	x	193	x	8.34	=	9,398
May	5.1773	x	231	x	8.34	=	9,991
June	5.8329	x	244	x	8.34	=	11,878
July	5.7396	x	220	x	8.34	=	10,514
August	3.9597	x	246	x	8.34	=	8,116
September	3.8996	x	310	x	8.34	=	10,087
October	3.8205	x	297	x	8.34	=	9,466
November	4.1424	x	287	x	8.34	=	9,918
December	3.7547	x	300	x	8.34	=	9,387

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	8.2	x	90	=	7.38
		x	100	=	8.2
Design BOD, lbs/day	17000	x	90	=	15300
		x	100	=	17000

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
5/24/2021 2020

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)
2020-04-24

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes

☐ No

If Yes, please explain:

Minor issues were addressed through our pretreatment program. The Treatment Facility Overflow that occurred on 4/21/20 was caused by a local business and required a greater degree of intervention, as described in Section 6.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

☒ Yes

☒ Yes

☒ Yes

☐ No

☐ No

☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☒ Yes

130,240 gallons

☐ No

Holding Tanks

☒ Yes

4,480,990 gallons

☐ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Grease accumulates on our primary clarifiers and some may be from grease traps. We need to develop a FOG program and find or provide a location that accepts waste from grease traps.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☒ Yes

☐ No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/24/2021

2020

On April 21st a local business discharged a product that caused a great deal of foaming at the wastewater treatment facility. Plant staff worked with the business to identify and resolve the source of the problem. Our pretreatment coordinator followed up with company officials to assure it wouldn't happen again.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

● Yes

○ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Village of Brokaw-(216,000 gals), Advanced Disposal-(50,500 gallons), REI-(7,409 gallons), WAULECO-(11,777,020 gallons), Marathon County Solid Waste Leachate (2,745,600 gallons)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
5/24/2021 **2020**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	17	1	0	0
February	30	27	21	1	0	0
March	30	27	16	1	0	0
April	30	27	11	1	0	0
May	30	27	7	1	0	0
June	30	27	6	1	0	0
July	30	27	6	1	0	0
August	30	27	8	1	0	0
September	30	27	9	1	0	0
October	30	27	14	1	0	0
November	30	27	17	1	0	0
December	30	27	17	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge	7	3	
Exceedances	0	0	
Points	0	0	
Total number of points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

☒ Yes Enter last calibration date (MM/DD/YYYY)

2020-04-24

☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

☒ Yes

☐ No

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
5/24/2021 **2020**

If Yes, please explain:

We had a few instances of low pH

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	11	1	0	0
February	30	27	13	1	0	0
March	30	27	8	1	0	0
April	30	27	5	1	0	0
May	30	27	6	1	0	0
June	30	27	7	1	0	0
July	30	27	9	1	0	0
August	30	27	10	1	0	0
September	30	27	15	1	0	0
October	30	27	12	1	0	0
November	30	27	15	1	0	0
December	30	27	10	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.702	1	0
February	1	0.903	1	0
March	1	0.662	1	0
April	1	0.693	1	0
May	1	0.895	1	0
June	1	0.772	1	0
July	1	0.781	1	0
August	1	0.993	1	0
September	1	1.000	1	0
October	1	0.996	1	0
November	1	0.851	1	0
December	1	0.793	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

4188.90 acres

2.1.2 How many acres did you use?

330.2 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<7.36			<6.86			5.01					<4.16		0	0
Cadmium		39	85	.656			.817			.764					.944		0	0
Copper		1500	4300	374			450			433					725		0	0
Lead		300	840	29.8			29.3			25.1					30		0	0
Mercury		17	57	.429			.355			.446					.493		0	0
Molybdenum	60		75	19.2			26.8			19					22	0		0
Nickel	336		420	57.5			51.4			38.7					40	0		0
Selenium	80		100	<6.5			<6.04			<3.89					<3.67	0		0
Zinc		2800	7500	595			669			605					592		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

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☐ 1-2 (10 Points)

☐ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

☐ Yes

☐ No (10 points)

☒ N/A - Did not exceed limits or no HQ limit applies (0 points)

☐ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

☒ 0 (0 Points)

☐ 1 (10 Points)

☐ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

☐ Yes (20 Points)

☒ No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2020 - 03/31/2020
Density:	26,511
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2020 - 06/30/2020
Density:	16,466
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2020 - 09/30/2020
Density:	14,850
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2020 - 12/31/2020
Density:	14,640
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	01/30/2020
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	61.30

Outfall Number:	002
Method Date:	04/09/2020
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	58.10

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Outfall Number:	002		0
Method Date:	07/09/2020		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	49.10		
Outfall Number:	002		0
Method Date:	12/03/2020		
Option Used To Satisfy Requirement:	Volatile Solids Reduction		
Requirement Met:	Yes		
Land Applied:	Yes		
Limit (if applicable):	>=38		
Results (if applicable):	66.30		
5.2 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken?			
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ☒ >= 180 days (0 Points) ☐ 150 - 179 days (10 Points) ☐ 120 - 149 days (20 Points) ☐ 90 - 119 days (30 Points) ☐ < 90 days (40 Points) ☐ N/A (0 Points) 6.2 If you checked N/A above, explain why.			
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management:			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ☐ Yes ☒ No If No, please explain: We have been authorized to hire two additional staff but have not been able to fill the positions. The sewer collection crew, in particular, had a lot of turnover in 2020 which meant they were short handed and lost a lot of experience. Could use more help/staff for: Preventative maintenance, routine collection system cleaning and televising, housekeeping, maintaining minimum level of experience 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ☐ Yes ☒ No If No, please explain: Additional time is needed to complete and document preventative maintenance, maintain sewers, keep GIS system updated, and recordkeeping (MSD's, safety, training)	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ☐ Yes (Continue with question 2) ☐ ☒ No (40 points) ☐ If No, please explain, then go to question 3: Our current plant upgrade involves a lot of new equipment and our efforts to use a spreadsheet are no longer adequate. New asset management software is expected to be implemented as part of the upgrade. 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ☐ Yes ☐ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ☐ Yes ☐ Paper file system ☐ Computer system ☐ Both paper and computer system ☐ No (10 points)	40
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ☒ Yes ☐ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ☐ Excellent ☐ Very good	

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☒ Good

☐ Fair

☐ Poor

Describe your rating:

Our rating will improve as we manage to fill our open positions and implement new software to assist with maintenance management.

Total Points Generated	40
Score (100 - Total Points Generated)	60
Section Grade	F

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2020

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ☒ Yes (0 points)
- ☐ No (20 points)

Name:

DAVID A ERICKSON

Certification No:

34268

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance and is basic level only.)

- ☒ Yes (0 points)
- ☐ No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- ☐ Averaging 6 or more CECs per year.
- ☐ Averaging less than 6 CECs per year.

Advanced Certification:

- ☒ Averaging 8 or more CECs per year.
- ☐ Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Valerie Swanborg

Telephone:

(715) 261-6646

(XXX) XXX-XXXX

E-Mail Address
(optional):

valerie.swanborg@ci.wausau.wi.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2020

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,898,191.13

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,898,191.13

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 141,346.31

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,039,537.44

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

none

3.3 What amount should be in your Replacement Fund? \$ 1,663,576.25

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Northwestern Lift Station	200000	2021
2	Sewer Sliplining (annual)	425000	2020
3	Crocker St. Lift Station	200000	2021
4	Lift Station Forcemain Cleaning	200000	2020
5	Interceptor Line MH Reconstruction	750000	2021
6	Airport Lift Station Bar Screen	300000	2020
7	Plant Upgrade Project	20000000	2020
8	Plant Upgrade Project	30000000	2021
9	Plant Upgrade Project	30000000	2022
10	Industrial Park LS Pump Addition	400000	2020

5. Financial Management General Comments

Our plant upgrade is in progress and expected to be completed in 2023.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 25

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	38,432	119
February	41,961	133
March	39,035	96
April	38,727	93
May	32,354	63
June	27,573	23
July	24,565	37
August	21,429	32
September	22,716	30
October	24,160	201
November	33,032	175
December	36,755	243
Total	380,739	1,245
Average	31,728	104

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Upgrade pumps and controls, install VFDs, clean force mains

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	100,066	153.57	652	309.60	323	12,929
February	131,029	128.11	1,023	289.28	453	12,060
March	123,986	215.21	576	332.51	373	8,572
April	129,718	175.03	741	281.94	460	7,632
May	167,239	160.50	1,042	309.72	540	3,857
June	164,974	174.99	943	356.34	463	422
July	182,072	177.93	1,023	325.93	559	610
August	300,513	122.75	2,448	251.60	1,194	1,791
September	310,408	116.99	2,653	302.61	1,026	2,412
October	329,004	118.44	2,778	293.45	1,121	5,056
November	253,548	124.27	2,040	297.54	852	8,009
December	315,523	116.40	2,711	291.00	1,084	13,072
Total	2,508,080	1,784.19		3,641.52		76,422
Average	209,007	148.68	1,553	303.46	704	6,369

7.1.2 Comments:

Since September, our plant upgrade project has increased the amount of energy used and limited the time our microturbines were online.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☐ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives

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☐ Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

The current plant upgrade includes new boilers, VFD's,

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off

☒ Building Heat

☒ Process Heat

☒ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Replace siphon lines, clean industrial park force main

Did you accomplish them?

☐ Yes

☒ No

If No, explain:

The Sturgeon Eddy siphon was replaced in 2019 and the Thomas Street siphon was replaced in 2020. Access structures for the industrial park force main will be installed and the actual cleaning completed late this year.

☒ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Wausau Municipal Code Ch 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-06-09

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☐ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

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Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/24/2021

2020

☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

☒ A description of routine operation and maintenance activities (see question 2 below)

☐ Capacity assessment program

☒ Basement back assessment and correction

☒ Regular O&M training

☐ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

☒ Construction, Inspection, and Testing

☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures

☒ Response order, timing and clean-up

☒ Public notification protocols

☐ Training

☐ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

☒ Infiltration/Inflow (I/I) Analysis

☐ Sewer System Evaluation Survey (SSES)

☐ Sewer Evaluation and Capacity Management Plan (SECAP)

☐ Lift Station Evaluation Report

☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning % of system/year

Root removal % of system/year

Flow monitoring % of system/year

Smoke testing % of system/year

Sewer line televising % of system/year

Manhole inspections % of system/year

Lift station O&M # per L.S./year

Manhole rehabilitation % of manholes rehabbed

Mainline rehabilitation % of sewer lines rehabbed

Private sewer inspections % of system/year

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Thomas Street siphon replaced

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

35	Total actual amount of precipitation last year in inches
32.4	Annual average precipitation (for your location)
232	Miles of sanitary sewer
25	Number of lift stations
1	Number of lift station failures
3	Number of sewer pipe failures
15	Number of basement backup occurrences
96	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.04	Lift station failures (failures/year)
0.01	Sewer pipe failures (pipe failures/sewer mile/yr)
0.02	Sanitary sewer overflows (number/sewer mile/yr)
0.06	Basement backups (number/sewer mile)
0.41	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	4/22/2020 7:45:00 AM - 4/22/2020 3:30:00 PM	Wastewater Treatment Facility, 435 Adrian St. Wausau WI 54401	Other causes	1
1	5/15/2020 8:00:00 AM - 5/15/2020 9:15:00 AM	Westhill Dr & N 32nd Ave	Plugged Sewer	1,000
2	8/9/2020 10:00:00 PM - 8/10/2020 12:00:00 PM	750 Imm Street, Wausau, WI	Broken Sewer, Broken Sewer	600
3	10/30/2020 6:00:00 PM - 10/30/2020 10:30:00 PM	Intersection of Bridge Street and N 1st Avenue in Wausau	Plugged Sewer	500

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

Compliance Maintenance Annual Report

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What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Continue public education regarding wipes and other non-flushable material, assess condition of collector lines and repair as necessary, work with boring contractors to assure mains are properly located

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes

☐ No

If Yes, please describe:

The I&I study divided the city into 15 drainage basins. Two of those basins had significant peaking factors during the monitoring period.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

We believe overall I&I has decreased since the Sturgeon Eddy siphon was replaced but the decrease may also be due to the weather and a lack of intense thunderstorms.

5.4 What is being done to address infiltration/inflow in your collection system?

We are proceeding with some smoke testing and manhole evaluation to identify sources that can be eliminated.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
5/24/2021 2020

Grading Summary

WPDES No: 0025739

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	F	0	1	0
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	124
GRADE POINT AVERAGE (GPA) = 3.88				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

5/24/2021

2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Wausau

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = F

The Utility will continue to recruit and fill the two positions we have open, and to monitor future staffing levels.
Software will be purchased or developed to assist with preventative maintenance and track purchase orders.

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

Continue public education regarding wipes and other non-flushable material, assess condition of collector lines and repair as necessary, work with boring contractors to assure mains are properly located

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.88

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

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT
AND FINANCE COMMITTEES**

Obligating \$350,000 of Coronavirus State and Local Fiscal Recovery Funds for the Landmark affordable housing project renovation and authorizing the proper City Officials to draft a development agreement for future consideration.

Committee Action: ED Comm: Approved 5-0
 Finance: Approved 5-0

Fiscal Impact: \$350,000 grant

File Number: 20-0404

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i> Coronavirus State and Local Fiscal Recovery Funds
	<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> \$350,000
	<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 Gorman Companies dba as The Landmark Wausau, LLC has purchased the Landmark Building located at 221 Scott St, Wausau and proposes to an affordable housing project to renovate the living units at a total cost of approximately \$20,200,000 (the Project); and

WHEREAS, the Project sources of funds include WHEDA mortgage, HOME Funds, Federal and State Low Income Housing Tax Credits and Federal and State Historic Tax Credits; and

WHEREAS, the tax credit programs have specific construction performance timetables that must be adhered to; and

WHEREAS, the Project schedule has been delayed due to the COVID 19 pandemic and public health measures implemented in response to the public health emergency; and

WHEREAS, the American Rescue Plan, P.L. 117-2, enacted on March 11, 2021, created the Coronavirus Local Fiscal Recovery Fund ("Local FRF") to provide financial resources to local governments to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID 19)"; and

WHEREAS, the City of Wausau and its low-income residents have suffered negative economic impacts - including access to affordable housing - due to the COVID-19 pandemic; and

WHEREAS, on May 17, 2021 the U.S. Department of Treasury issued an Interim Final Rule ("IFR"), 86 F.R. 26786, that identifies a non-exclusive list of eligible uses of the Local FRF, including aid to impacted industries and aid to households disproportionately impacted by the COVID pandemic; and

WHEREAS, the IFR further identifies affordable housing development that will increase the supply of affordable and high quality living units and located within a qualified census tract as an eligible use that presumptively addresses the disproportionate negative economic impacts of the COVID-19 public health emergency on low-income communities; and

WHEREAS, the Project meets the requirements of the IFR because the Project is located in a Qualified Census Tract and will result in increased affordable housing units and improved living conditions for low to moderate income individuals; and

WHEREAS, according to a recent Congressional Research Service report, the COVID 19 pandemic has also negatively impacted the lumber industry resulting in supply shortages and historically high prices; and

WHEREAS, these supply shortages and high prices have negatively impacted the Project through increased construction costs which has resulted in at least a \$350,000 budget increase for the Project and is jeopardizing the completion of the Project, and therefore, immediate attention is necessary due to the completion timetables established by the housing tax credit program; and

WHEREAS, your Finance and Economic Development Committees has reviewed the financial assistance request of the Landmark Housing renovation project and made the following findings:

- That construction costs have increased dramatically due to the COVID 19 public health emergency and that additional financial support is necessary to offset the negative financial impact and complete the project.
- That the project is located within Qualified Census Tract One.
- That the project will increase the supply of affordable housing units
- That the project will improve the quality of the existing affordable housing units located within the building.
- That financial assistance in the amount of \$350,000 is an appropriate use of Coronavirus State and Local Fiscal Recovery funds as outlined in the Interim final rules.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to negotiate, finalize, and execute a Development Agreement with Landmark Wausau LLC; and obligate and grant \$350,000 of its Coronavirus Local Fiscal Recovery Funds to the Project.

Approved:

Katie Rosenberg, Mayor

MINUTES

Joint Finance & Economic Development Committee Meeting

Date | time Tuesday, June 1, 2021 at 5:15 P.M. | *Meeting called to order by* Rasmussen & Neal at 5:15 P.M.

In Attendance

ED/FIN Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen (FIN Chair) Dawn Herbst, Michael Martens, Deb Ryan and Tom Kilian

Others Present: Mayor Katie Rosenberg, Brad Lenz, MaryAnne Groat, Tammy Stratz, Anne Jacobson, William Harris, Patrick Peckham, Shannon Graff (Webex), Ted Matkom (Webex), Nick Patterson (Webex), Gary Gisselman

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

Joint Items

Agenda Item #1 – Discussion and possible action on the \$350,000 funding request from Gorman & Company, LLC for 221 Scott Street (Landmark Apartments) Affordable Housing project. Funding sources to be considered are TID 12 and American Rescue Plan Act Local Fiscal Recovery Funds

Lenz introduced the agenda item and referred to the TID application in the packet where gap financing was requested by Gorman & Company in the amount of \$350,000.

Rasmussen mentioned TID projects don't score well due to return on investment because tax credit projects are assessed at a lower rate than standard properties.

Ryan asked if Landmark has loan approval from the CDA. Lenz and Matkom confirmed approval for \$900,000.

Kilian asked Matkom about the question in the TID application regarding pending litigations that was answered no. Matkom stated Gorman & Company has 6,000 units in Wisconsin and they have landlord/tenant issues which are always occurring but there are no major litigations for Gorman & Company at this time. Kilian requested a list of current list of litigations the Gorman & Company is involved in for the past 5 years. Matkom clarified if Kilian is requesting litigation no matter how small to which Kilian responded, yes. Matkom said he would supply this information as requested. Rasmussen asked Kilian if he wanted Matkom to include evictions as standard practice. Kilian said he was open for discussion but would like anything that would be considered a civil suit.

Ryan questioned the renovation process and how current residents will be affected by it. Matkom answered they held two meetings with residents. The renovations will begin on floors 8, 7 and 6. Residents on those floors will relocate to "hotel units" within the building for 45-60 days until renovation is complete. Every time a floor is completed, they will start renovating another floor and no one will be displaced with that strategy.

Ryan asked if they would be notifying everyone that they will be in a Section 8 building. Matkom replied the Landmark will not be a Section 8 project but rather Section 42. Ryan asked if the tenants would be income qualified for units which Matkom replied yes. Ryan asked if there are current tenants who are at market rate rents or above the income limit who would stay in the building once renovation is completed. Matkom responded there are no leases on the apartments now and those who do not income qualify would have to relocate because there will be no market rate apartments. Ryan asked if there would be dollars set aside to help renters who need to find other housing, to help with moving costs, higher rent/utilities.

Matkom responded there isn't funding set aside for relocation on a month to month lease. He stated if they were breaking a lease due to changing the requirements to rent there, that would be a different story. Matkom said they have always offered to help people move their belongings out and into a moving truck but does not help pay for moving costs.

Groat added there is no requirement for the city to provide funds for relocation from The Landmark. Groat stated if there was a street project that impacted residents living situation then there would be an obligation to support those households. Groat asked Matkom to explain how many apartments the complex will have when the renovations are completed.

Matkom stated there are currently 105 units but once the project is complete there will be 94 due to several current units not being legal living space. He stated about 50% of people living in the complex now are living there because the rent is what they can afford. The other 50% can afford higher rent but choose to live in the Landmark because rent is cheap. Matkom stated they would make 100% of the units affordable, targeting 60% of the county median income meaning an individual income limit would be about \$25-30,000/yr. and a family of 4, the income limit would be about \$50,000.

Ryan mentioned she is concerned about the residents who will have to move from the Landmark but may not be able to afford moving expenses or higher rent. Ryan suggested perhaps there would be money down the road that could be used from CDBG to help residents with relocation.

Rasmussen said the meat of their discussion is what pot of money to pull from if the committee chooses to support the project. She stated this satisfies a goal of the council to create more affordable.

Ryan stated she attended the Water Commission meeting earlier in the day and it was discussed to use recovery funds for lead lateral replacements for low income neighborhoods. She asked the Mayor if there is latitude on that. Mayor Rosenberg stated they voted to give Director Lindman 60 days to determine how recovery funds could be used towards lead lateral replacement for low income neighborhoods. She stated the council would need to vote on it but Mayor Rosenberg wants to ensure their needs as a utility are voiced.

Rasmussen reiterated the disadvantage of TID funding for this project because normally when TID funding is used, the taxable value of the property increases and those gains are used to pay the taxes. Conversely, using TID funding for a tax credit property will not produce those same results making it less desirable to use TID funding. Rasmussen would like to see a robust plan with a diverse mix of uses for the American Recovery Funds to get the largest bang for the dollars received.

Watson asked if there is a potential income generating projects in TID 12 that could offset the loss of generation from the Gorman project. Groat responded The Landmark is not in TID 12 but the project plan does allow for development incentives within a ½ mile boundary, which this parcel is. The city could choose to amend the district to include it but because the value of the building is not expected to increase there is no incentive to amend the district to include the parcel.

Ryan motioned to use the American Rescue funds versus TID 12 for the Gorman Project, seconded by Martens.

FIN Committee votes and motion carried 5-0.

ED Committee member McElhaney motioned to use the American Rescue Funds for the Gorman Project, seconded by Watson.

Kilian recommended using \$350,000 in TID funds and using American Rescue Funds to help those displaced from The Landmark to provide them a soft landing. Neal asked Matkom to address Kilian's concern about the displacement of residents and a possible partnership with the city.

Matkom replied first by correcting the numbers discussed earlier. There are currently 20 vacancies and 70 occupied units. Of the 70 occupied units, he stated about 50 are affordable and 20 are market. He made this clarification to provide a more correct number of people that could be displaced. He said the market rate tenants are being given complete flexibility to provide whatever notice they want (a month, a week, or a day) up to August 1st, to move from the property. Their security deposits will be returned in full. If the resident needs help moving their belongings from their unit into a loading van, they will provide this assistance but Gorman will not assist them to/at their new unit.

Rasmussen stated helping residents financially who will be displaced from Landmark was not part of the request on the application and the possibility of funds to those dislocated should be for a different discussion.

Ryan asked Stratz if the CDBG is something that can be used for the displaced residents. Stratz responded it is not black and white and would be dependent on how it's structured. Stratz said if CDBG funds were used, the money would have to be used to help a low income person(s). Though, those being displaced are over income per Section 42 requirements, therefore they would not meet criteria for CDBG. Additionally, the money used would be considered funding a public service activity which would take money away from non-profits.

Kilian motioned to increase the request by \$30,000 in order to help those displaced with moving elsewhere (figuring \$1,500 for each unit impacted). No second on this motion.

Rasmussen responded including the increase in the request would need to take place during a later discussion and not assume the American Rescue Funds can be used for that type of an expense. She said there should be an analysis of how much a request might be and not assume each person will need \$1,500. Rasmussen said we need to look at the need and the rules before making that type of decision.

Kilian amends his motion and requested an analysis be completed by the attorney's office to see if the American Rescue Funds can be used for transitional expenses. No second on this motion.

ED Committee voted and motion to use American Rescue Funds for the Gorman Project carried 5-0.

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of Wausau commercial properties and businesses through December 2021 to assist small businesses who request such during the COVID-19 pandemic emergency declaration.

Committee Action: ED: Approved 5-0
 FIN: Approved 5-0

Fiscal Impact: \$0 (loan interest will continue to accrue but no payments are due during deferment)

File Number: 20-0315

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the COVID-19 pandemic has, and may continue to, have a profound impact on businesses- especially those in the entertainment, restaurant, and craft economy sectors, and

WHEREAS, the City has a long and successful history of providing gap financing and low interest loans for the renovation of properties and directly support growth of small and craft economy businesses.

WHEREAS, the Common Council approved a deferral of interest and principal payments on existing loans and ground lease payments at their April 14, 2020 and December 8, 2020; and

WHEREAS, the effects of the pandemic have continued to have a detrimental impact on the economy and your Finance Committee and Economic Development Committee recommend extending the deferral period through 2021;

NOW THEREFOR BE IT RESOLVED, by the Common Council of the City of Wausau that City staff is authorized to approve deferral of interest and principal payments on existing City-provided loans and defer ground lease payments due to the City through December 31, 2021 to assist businesses who request said deferment during the COVID-19 pandemic emergency declaration.

Approved:

Katie Rosenberg, Mayor

MINUTES

Joint Finance & Economic Development Committee Meeting

Date | time Tuesday, June 1, 2021 at 5:15 P.M. | *Meeting called to order by* Rasmussen & Neal at 5:15 P.M.

In Attendance

ED/FIN Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen (FIN Chair) Dawn Herbst, Michael Martens, Deb Ryan and Tom Kilian

Others Present: Mayor Katie Rosenberg, Brad Lenz, MaryAnne Groat, Tammy Stratz, Anne Jacobson, William Harris, Patrick Peckham, Shannon Graff (Webex), Ted Matkom (Webex), Nick Patterson (Webex), Gary Gisselman

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

Joint Items

Agenda Item #2 – Discussion and possible action on the extension on the deferral of principal payments on city-funded loans for small businesses in the aftermath of the COVID-19 pandemic

Rasmussen introduced the agenda item stating that last year businesses that had city loans were offered a deferment on their payments due to the pandemic and since we are still not through the pandemic fully, the committee is being asked to consider an additional deferral until businesses stabilize. Rasmussen pointed out there is no money actually lost as interest is still accruing, but it allows businesses flexibility on their repayments.

Neal asked how the current deferrals are being administered.

Stratz stated initial outreach to businesses produced several participants in the loan deferral. After the extension was approved approximately half the initial businesses continued to participate and currently there are only four businesses participating. Stratz reached out to those businesses last week to remind them the extension will end in June with payments starting in July but she has not heard from any of them.

Rasmussen suggested approving the option to continue the deferral for those who need it and those who don't need it could opt to restart payments. Rasmussen asked Stratz if she would recommend the authority to defer up to a year if needed. Stratz responded she would appreciate that flexibility.

Herbst motioned to allow Stratz the leeway to work with businesses who are interested in deferring their loan payments to the City of Wausau for up to the next 12 months, seconded by Watson.

FIN Committee votes and motion carried 5-0.

Neal asked Stratz if someone who didn't take advantage of the deferral before but wants to now, are they able to participate. Stratz said she would like the ability for additional businesses to participate even if they hadn't before.

Kilian motioned to allow Stratz the leeway to work with businesses who are interested in deferring their loan payments to the City of Wausau for up to the next 12 months, seconded by McElhaney.

Kilian commented that we should show the same level of leniency to not only our businesses but our residents as well.

ED Committee voted and motion carried 5-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Fourth Amendment to Development Agreement with Entrepreneurial and Education Center Inc.

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 03-1005

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on September 13, 2005 the City entered into a development agreement with Wausau Business Incubator, Inc., now known as Entrepreneurial and Education Center Inc. (EEC) to provide a grant for the construction of a business incubator; and

WHEREAS, this development agreement was amended in 2007 in the amount of \$500,000 and 2010 in the amount of \$41,620 to accommodate additional construction, facility modifications, furnishings and equipment for the facility, and again in 2012 in the amount of \$290,000 for support to the organizational mission and in furtherance of the initial development agreement; and

WHEREAS, since 2005, the organization has been successful in its mission as measured by job creation, new business growth and annual gross sales; and

WHEREAS, on September 13, 2005, the City and EEC also entered into an Incubator Ground Lease which was made part of the Development Agreement; and

WHEREAS, the EEC seeks additional administrative and maintenance support from the City; and

WHEREAS, your Economic Development Committee, at their June 1, 2021 meeting, discussed and recommends approval of the additional administrative and maintenance duties included in the fourth amendment to the development agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the attached Fourth Amendment to Development Agreement with the Entrepreneurial and Education Center Inc. and authorizes the proper city officials to execute said Amendment.

Approved:

Katie Rosenberg, Mayor

MINUTES

Joint Finance & Economic Development Committee Meeting

Date / time Tuesday, June 1, 2021 at 5:15 P.M. | *Meeting called to order by* Rasmussen & Neal at 5:15 P.M.

In Attendance

ED/FIN Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen (FIN Chair) Dawn Herbst, Michael Martens, Deb Ryan and Tom Kilian

Others Present: Mayor Katie Rosenberg, Brad Lenz, MaryAnne Groat, Tammy Stratz, Anne Jacobson, William Harris, Patrick Peckham, Shannon Graff (Webex), Ted Matkom (Webex), Nick Patterson (Webex), Gary Gisselman

Agenda Item #5 – Discussion and possible action on the 4th amendment to the development agreement with Entrepreneurial and Education Center Inc., formerly known as Wausau Business Incubator.

Lenz introduced the agenda item as presented in the packet. As a result of MCDEVCO joining the EEC, there are new terms being considered and the development agreement addressed what the city would be responsible for.

Neal commented this is an ongoing relationship between the EEC and the city for years and there have been services rendered since the beginning. He stated the document lays out the terms of that partnership.

Rasmussen motioned to approve the amendment, seconded by Watson.

Kilian asked Lenz to highlight the updated agreement and what are the key changes. Lenz requested assistance from Atty. Jacobson to provide the information Kilian requested. Atty. Jacobson provided the key changes as: to maintain and bid service contracts for utilities, open mail addressed to the incubator (not the tenants), invoice conference room and kitchen rentals. Kilian asked why we are providing these activities. Neal replied this is a long standing partnership. The center itself provides an important avenue to entrepreneurs who are looking to establish a new business, properly operate it and potentially rent space in the center for a period of time. Neal continued that once established, the hope is the business can be absorbed into our regular economy so it's a strategic partnership.

Rasmussen said our goal has always been to seed, incubate and help businesses headquartered in Wausau and who remain here and help generate vitality into our local economy. The EEC has started, launched and had dozens of local businesses succeed and are still in Wausau.

Committee voted and motion carried 4-1 with Kilian being the dissenting vote.

AMENDMENT NO. 4 TO DEVELOPMENT AGREEMENT

AMENDMENT NUMBER FOUR TO THE ENTREPRENEURIAL AND
EDUCATION CENTER, INC., (FKA) WAUSAU BUSINESS
INCUBATOR DEVELOPMENT AGREEMENT

This AMENDMENT to the Development Agreement between the City of Wausau and The Entrepreneurial and Education Center, Inc. (FKA) Wausau Business Incubator, Inc., is dated as of June 1, 2021.

WHEREAS, the Development Agreement dated September 13, 2005, between the City of Wausau, Wisconsin, ("City") and the Wausau Business Incubator, Inc. ("Developer") was recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on January 5, 2007, as Document No. 1466425 and rerecorded on February 22, 2007, as Document No. 1470292; and

WHEREAS, the Development Agreement between the City and Developer was amended and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on February 8, 2007, as Document No. 1470293; and on December 26, 2012, as Document No. 1638014; and on January 7, 2013, as Document No. 1638846; and

WHEREAS, effective January 1, 2021, the Developer entered into a Management Services Agreement with MCDEVCO, Inc., a Wisconsin non-stock corporation and the parties have agreed to clarify the obligations of CITY in the Incubator Ground Lease (Exhibit C of Development Agreement), also dated September 13, 2005, for a term of fifty (50) years, automatically renewable on an annual basis, for a base rent of \$1 per annum, and the purpose of this agreement is to amend the provisions of the Ground Lease, attached to the aforescribed Development Agreement.

NOW, THEREFORE, in consideration of the mutual agreement set forth below and agreed to in the Development Agreement and Incubator Ground Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In addition to those Obligations of CITY provided for in paragraph 11 of the Incubator Ground Lease:
 - a. Plow snow timely to allow for ingress and egress from the parcel as well as for adequate parking for tenants, guests, and other visitors to the INCUBATOR.
 - b. Provide in-season grounds crew, including lawn mowing and weed control.

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

Charge City of Wausau

PIN: 291.2906.254.0987

The CITY agrees to provide the additional services:

- c. Maintain and bid service contracts contracted by Developer for water, sewer, electric and gas utilities, janitorial, electrical contracting/repair, plumbing repair, HVAC repair, elevator repair, phone/Internet, facility security, cleaning/bathroom supplies, refuse/recycling collection and website maintenance.
- d. Open mail addressed to the Developer (excluding tenants), and authorize payment for services received by Developer, processing invoices received.
- e. Invoice all conference room rentals from the previous month and invoice all rentals for the kitchen and for kitchen client storage.

2. Description of Project Property:

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S00°01'57"E, along the East line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 875.55 feet; thence N89°58'03"W, 33.00 feet to the West right-of-way of 72nd Avenue, the point of beginning;

Thence N89°39'00"W, 700.00 feet; thence S00°01'57"E, 441.07 feet to the South line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S89°39'00"E along said South line, 700.00 feet to said West right-of-way of 72nd Avenue, thence N00°01'57"W, along said West right of way, 441.07 feet to the point of beginning.

IN WITNESS THEREOF, the parties have executed the Amendment No. 4 as of the date first set forth above.

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Leslie M. Kremer, Clerk

ENTREPRENEURIAL AND EDUCATION
CENTER, INC.

By: _____
Jeffrey C. Plier, President

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Waiver and First Amendment to Development Agreement with CGI Technologies and Solutions Inc.

Committee Action: Approved 3-1

Fiscal Impact:

File Number: 12-0208

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City and Collaborative Domestic Solutions Center – Wausau, LLC entered into that certain Development Agreement dated February 14, 2012 with respect to, among other matters, promoting employment within the City of Wausau; and

WHEREAS, pursuant to the Development Agreement, the City provided Collaborative Consulting \$200,000.00 from tax incremental financing funds in exchange for a commitment by Collaborative Consulting to achieve and maintain certain employment benchmarks; and

WHEREAS, the Original Employment Benchmarks were not satisfied, making the TID Funds subject to repayment to the City; and

WHEREAS, GCI Technologies and Solutions Inc. is the successor to all of the assets and liabilities of Collaborative Consulting, including its rights and obligations under the Development Agreement; and

WHEREAS, the amendments to the Development Agreement include waiving the existing default; CGI has earned forgiveness for \$155,000 of the TID Funds and the remaining \$45,000 of TID Funds are subject to potential repayment to the City or forgiveness; CGI shall maintain at least 50 FTE employees in a given Compliance Year; and

WHEREAS, your Economic Development Committee, at their May 4, 2021 meeting, discussed and approved amending the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Waiver and First Amendment to Development Agreement with CGI Technologies and Solutions, Inc. and directs the proper city officials to execute said Agreement.

Approved:

Katie Rosenberg, Mayor



Planning, Community and Economic Development

To: City of Wausau Common Council

From: Sean Fitzgerald, Economic Development Manager

RE: CGI (Collaborative Consulting) development agreement compliance

The City of Wausau entered into a development agreement with Collaborative Domestic Solutions Center-Wausau LLC on February 14, 2012 in which the company received a \$200,000 grant from Tax Increment District #3 and was required to create 200 jobs at its Wausau location within five (5) years. The development agreement additionally indicated 20 percent of the grant “shall be forgivable at the end of each year CDSC remains in the city.”

The highest total employment CDSC ever reported to the city was 159 jobs in February 2015. At the time the 5-year job creation window identified in the development agreement expired on February 14, 2017, the company reported 103 jobs.

The terms of the development agreement were clearly not satisfied as of February 14, 2017, and no effort had been taken by the city after the fact to modify or otherwise waive the terms of the agreement to consider it in meaningful compliance.

Collaborative Consulting, the parent company of Collaborative Domestic Solutions Center-Wausau LLC, was subsequently acquired by CGI Group Inc. in November 2016. In recent conversations between city staff with CGI officials, the company indicated it was not aware of the development agreement and the job creation requirement at the time of acquiring CDSC. CGI officials also did not argue they did not accede to the obligations of Collaborative under the 2012 development agreement.

City staff has recently been working with CGI officials to obtain information in order for the city council to consider modifying the historic development agreement to create a path for it to be closed and deemed in compliance. Options the council may consider include recognizing CGI’s contributions to the Wausau community since its acquisition of Collaborative and waiving the job requirement; amending the development agreement to include further conditions for CGI to meet; or seeking reimbursement of a portion or all of the city-provided funding to Collaborative. Note that CGI did not enjoy any of the \$200,000 in funding provided by the city.

Background on CGI in Wausau

CGI is a global company with more than 76,000 consultants and professionals and more than 400 locations around the world.

CGI has continued to maintain its information technology and business consulting practice in Wausau since its acquisition of Collaborative. As of January 2021, CGI had approximately 60 employees based out of its Wausau location. Though most of its staff are working remotely due

to the pandemic, the company moved its offices in early 2021 from Dudley Tower to CitySquare Office Center and has committed more than \$1 million in capital investments into its workspaces in the community.

The company's average annual salary at its Wausau office is \$67,000, an increase of more than 40 percent from the average salary of \$47,000 at the former CDSC just prior to CGI's acquisition. The company is currently hiring for 25 positions within its Wausau office including .NET developers, Javascript developers and an SQL server database administrator.

Clients served out of the Wausau location are provided with customized software development; data analysis, transformation and reporting; and quality assurance testing. All CGI clients serviced out of the Wausau office are businesses located outside of Wisconsin, meaning the more than \$4 million in annual payroll and benefits provided to CGI's Wausau employees are all new dollars entering the local economy.

CGI has actively involved itself as a valuable community partner, with the company routinely donating funds and employees volunteering time and money to support various social service and human service programs across the greater Wausau area. A list of CGI's community involvement in Wausau has been provided by the company and is attached here.

Of particular note, CGI has delivered several STEM and I.T. education camps to students in the Wausau community who are particularly underrepresented in science and technology careers.

Staff Recommendation

Collaborated Consulting did not meet the terms of its development agreement with the City of Wausau by creating an additional 41 jobs in its final year of the 5-year job creation window. Based upon the average salary of \$47,000 paid to Collaborative employees in 2017, that shortcoming in the development agreement amounts to a loss of \$1.9 million in economic impact to the greater Wausau area.

CGI has proven to be a valued corporate citizen and employer in the Wausau area in the four years since it acquired and merged its operations with Collaborative Consulting. It's increased the average salary by more than 40 percent and has provided nearly \$16 million in payroll to the Wausau area economy since its acquisition of Collaborated, all outside the scope of the development agreement.

The company is currently attempting to fill 25 new, well-paying positions at its Wausau office. It has plans to add even more positions in Wausau in the future to serve various prospective clients it's attempting to secure. With more than 400 location worldwide, those jobs can go anywhere – but CGI would like to build upon its Wausau workforce.

Additionally, CGI did not enjoy any of the benefits of the city grant distributed to Collaborative Consulting, acquiring the company just as the 5-year job creation window was expiring.

Appraising the economic, workforce development and civic contributions CGI and its staff have made to the Wausau community – as well as its intentions for continued growth of its Wausau office location – staff recommends the council amend the development agreement creating an opportunity for CGI to satisfy Collaborative's previous breach of the agreement.

MINUTES

Economic Development Committee

Tuesday, March 30, 2021 at 5:15 P.M. | Neal at 5:15 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Lisa Rasmussen, Sarah Watson, Becky McElhaney (Webex) and Tom Kilian (Webex)

Others Present: Mayor Katie Rosenberg, Sean Fitzgerald, Anne Jacobson, Patrick Peckham (Webex), MaryAnne Groat (Webex), Shannon Graff, Lou Larson (Webex), William LaBar (Webex), Terrence Wall (Webex), Mitch Viegut, Tyler Knudson, Keith Sampica, Elgin Hushbeck (Webex), Chuck Ghidorzi and Dave Eckmann

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

Agenda Item #1 – Approval of Minutes from 02/02/21

Motion by Watson, second by Rasmussen to approve the minutes. Motion passed 5-0.

Agenda Item #2 – Discussion and possible action on compliance of development agreement by Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center-Wausau LLC

Fitzgerald explained the development agreement between Collaborative Consulting as described in the packet. Fitzgerald noted Collaborative Consulting was acquired by CGI a few months prior to the expiration of the jobs creation period identified in the development agreement. In discussions between CGI's corporate attorney and City of Wausau attorney, CGI recognized the terms of the agreement were not met.

Fitzgerald presented three options, as determined by the city attorney and staff, to remedy the situation.

Rasmussen recognized the failure to follow up on the development agreement but suggested a resolution that shows the City of Wausau takes its development agreements seriously. Rasmussen does not think making CGI pay back money is appropriate and recommended modifying the existing development agreement.

Neal expressed concern about the contradictory language in the development agreement as well as no specific information regarding claw back of funds if goals were not met.

Kilian stated the City of Wausau would be setting a poor example to residents if the city does not pursue enforcement. Kilian made a motion to fully enforce the agreement. Rasmussen seconded the motion and said she's not willing to simply not acknowledge this issue.

Attorney Jacobson stated a demand letter was drafted, but was told to hold it by a former employee.

Larson expressed disapproval of information in the media in regard to recommendations on how to resolve the matter.

Rasmussen suggested developing a legal strategy in closed session. Rasmussen divorced her second to Kilian's motion.

Neal suggested to table this item for a later date in closed session.

Agenda Item #3 – Discussion and possible action on the development proposals received from the Riverlife north zone RFP

Fitzgerald introduced the development proposals the city received for the Riverlife north zone and introduced the developers to summarize their respective proposals and tax incremental financing requests.

MINUTES

Economic Development Committee

Thursday, April 22, 2021 at 5:15 P.M. | Neal at 5:15 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Others Present: Mayor Katie Rosenberg, Chuck Ghidorzi, Bill Duncanson, Debra Ryan, Jim Wadinski, Chris Pfender, Kevin Porter, Mitch Viegut, Ann Viegut, Corleen O'Malley, Jay Knetter, Mike Mohr, Terrence Wall, Nick Patterson, Jennifer Jones, Will LaBar (Webex), Brad Lenz, Anne Jacobson, MaryAnne Groat, Sean Fitzgerald and Shannon Graff

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

Agenda Item #2 – CLOSED SESSION to discuss strategy with respect to litigation in which it is or is likely to become involved regarding compliance with development agreement by CGI Inc., successor to Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center-Wausau LLC

Rasmussen motioned to go into closed session, second by Watson. Committee votes 5-0 to move to closed session.

Agenda Item #3 – CLOSED SESSION to consider development proposals received for the Riverlife north zone RFP

Rasmussen motioned to go into closed session, second by Watson. Committee votes 5-0 to move to closed session.

RECONVENE – Into OPEN SESSION – To take action on Closed Session items, if necessary

Neal called the meeting back into open session at 7:53 P.M.

Neal reported the committee requested staff go back to representatives at CGI to discuss concerns and continue negotiating an agreement for compliance on the breached development agreement. No further action was taken on this item.

Rasmussen made a motion for city staff to initiate development agreements with T.Wall Enterprises for the development of its proposal in the Riverlife north zone.

Motion by Rasmussen, second by McElhaney. Motion passed 4-1 with Kilian the dissenting vote.

MINUTES

Economic Development Committee

Date | time Tuesday, May 4, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:16 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Sarah Watson, Becky McElhaney and Tom Kilian

Committee Members Absent: Lisa Rasmussen

Others Present: Mayor Katie Rosenberg, Debra Ryan, Kevin Porter, Brad Lenz, Anne Jacobson, MaryAnne Groat, Patrick Peckham, Lou Larson, Bruce Grau Sean Fitzgerald and Shannon Graff

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

Agenda Item #5 – CLOSED SESSION to discuss compliance of the development agreement by CGI, Inc. successor to Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center – Wausau LLC

Motion by Watson, second by McElhaney to move into closed session. Motion passed 4-0.

RECONVENE – Into OPEN SESSION – To take action on Closed Session item, if necessary

Motion by McElhaney, second by Watson to amend the city's development agreement with CGI. Motion passed 3-1 with Kilian dissenting.

**WAIVER AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(CGI - Collaborative Consulting)**

THIS WAIVER AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made effective as of the 1st day of July, 2021 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and CGI TECHNOLOGIES AND SOLUTIONS INC., a Delaware corporation ("Developer").

RECITALS

WHEREAS, the City and Collaborative Domestic Solutions Center - Wausau, LLC, a Massachusetts limited liability company ("Collaborative Consulting") entered into that certain Development Agreement dated February 14, 2012 (the "Development Agreement") with respect to, among other matters, promoting employment within the City of Wausau, Wisconsin; and

WHEREAS, pursuant to the Development Agreement, the City provided Collaborative Consulting two hundred thousand dollars (\$200,000.00) from tax incremental financing funds (the "TID Funds") in exchange for a five-year commitment by Collaborative Consulting to achieve and maintain certain employment benchmarks (the "Original Employment Benchmarks"); and

WHEREAS, Collaborative Consulting established a solutions center in Wausau in 2012 which historically reached a total of 159 jobs;

WHEREAS, the solutions center has been maintained by Collaborative, and subsequently Developer, for 9 years, and is still in existence today;

WHEREAS, notwithstanding the establishment and maintenance of the solutions center, the Original Employment Benchmarks were not satisfied, ~~making the TID Funds subject to repayment to the City;~~ and

WHEREAS, Developer is the successor to all of the assets and liabilities of Collaborative Consulting, including its rights and obligations under the Development Agreement; and

WHEREAS, the parties hereto now desire to amend certain terms of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, effective as of the Effective Date, the parties hereto agree as follows:

1. **Waiver of Default.** Developer hereby acknowledges that the Original Employment Benchmarks were not achieved, ~~which constitutes a default under the Development Agreement~~ (the "Existing DefaultNoncompliance"). Subject to compliance with the terms and conditions of this Amendment, the City hereby waives the Existing ~~DefaultNoncompliance~~,

which waiver does not apply in any way to any other existing noncompliance or default under the Development Agreement, known or unknown, or any future noncompliance or default.

2. **Remaining TID Funds Subject to Repayment.** The City agrees that, through partial performance of the obligations under the Development Agreement prior to the Effective Date, Developer and/or Collaborative Consulting have earned forgiveness for one hundred fifty-five thousand dollars (\$155,000.00) of the TID Funds and that Developer has no further obligation to repay such funds. Developer and the City hereby agree that the remaining forty-five thousand dollars (\$45,000.00) of the TID Funds (the "Remaining TID Funds") are subject to potential repayment to the City or forgiveness, both as set forth below.

3. **Job Maintenance Requirement; Repayment/Forgiveness of Remaining TID Funds.**

a. As used in this Amendment, the following terms shall have the following meanings:

"Compliance Year" means successive 12-month periods commencing on the Effective Date and on each annual anniversary of the Effective Date.

"FTE Employees" means the Compliance Year average of employees or contractors working out of Developer's Wausau, Wisconsin facilities who work a full time schedule of at least forty (40) hours per week on a normal schedule, who are Wisconsin residents, who live in close enough proximity to allow for in-person commuting on a regular basis when commercially reasonable (provided that remote work done periodically or due to circumstances such as a health pandemic shall not preclude inclusion in the count), and who are employed: (i) directly by Developer; (ii) indirectly by Developer through one or more of its affiliates; or (iii) indirectly through a contractual relationship pursuant to which a contractor is assigned to perform services. When calculating the number of employees, multiple employees working under the number of hours stated above may be combined to yield a full time equivalent employee. By way of example, two part-time employees or contractors who work an average of 20 hours per week each during the year would, taken together, be the equivalent of one employee working 40 hours per week. The Compliance-Year average shall be determined by summing the total number of such full-time employees and contractors on ~~October~~ July 1 and ~~April~~ December 31 + for a given Compliance Year and dividing the result by two (2).

"Job Maintenance Requirement" means maintaining at least fifty (50) FTE Employees in a given Compliance Year.

"Job Maintenance Shortfall Fraction" means, in any Compliance Year that the Job Maintenance Requirement is not satisfied, a fraction, the numerator being fifty (50) minus the actual number of FTE Employees for such Compliance Year, and the denominator being fifty (50). If Developer fails to provide

certification/documentation as required herein, the actual number of FTE Employees shall be assumed to be zero (0).

“Job Maintenance Shortfall Payment” means, in any Compliance Year that the Job Maintenance Requirement is not satisfied, an amount equal to Fifteen Thousand Dollars (\$15,000.00) multiplied by the Job Maintenance Shortfall Fraction.

b. Commencing on the Effective Date and continuing until the earlier of either the date the Remaining TID Funds are repaid and/or the date they are forgiven in full, Developer agrees to satisfy the Job Maintenance Requirement for each Compliance Year. Prior to the end of each Compliance Year, Developer shall provide the City with written certification of the FTE Employees for such Compliance Year (in form and content reasonably acceptable to the City), together with such other documentation substantiating the same as the City may reasonably require. If Developer fails to satisfy the Job Maintenance Requirement for any Compliance Year (or fails to timely provide such certification/documentation), Developer shall pay to the City at least the Job Maintenance Shortfall Payment (or the balance of the Remaining TID Funds outstanding if less) within thirty (30) days of written demand from the City. If Developer satisfies the Job Maintenance Requirement and/or pays the Job Maintenance Shortfall Payment for any Compliance Year, then fifteen thousand dollars (\$15,000.00) of the Remaining TID Funds (or the balance of the Remaining TID Funds if less) shall be deemed forgiven as of the last day of such Compliance Year. At the end of the three (3) year period, assuming Developer has paid any required amounts under this Section 3(b), if applicable, the Remaining TID Funds are deemed to be entirely repaid and/or forgiven in full.

4. **Notices.** Addresses for notices under the Development Agreement are updated to the following:

Notices to Developer:

CGI Technologies & Solutions Inc.
229 West Main Street, Suite 204
Frankfort, KY 40601
Attn: Brian Lane

with a copy to:

CGI Technologies & Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
Attn: Office of General Counsel

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

5. **Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

6. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that: (i) Developer is a corporation duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business; (ii) Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; (iii) the making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer; (iv) the execution, delivery, and performance of Developer's obligations pursuant to this Amendment will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Amendment violate or conflict with any law applicable to Developer; and (v) this Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

7. **Miscellaneous.** If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first written above.

DEVELOPER:

CGI TECHNOLOGIES AND SOLUTIONS
INC.

By: _____
Name: _____
Title: _____

THE CITY

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

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

RESOLUTION OF THE COMMON COUNCIL

Terminating various COVID-related proclamations, declarations and resolutions

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0317

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 10, 2020, a Resolution, File No. 20-0317, was approved by the Common Council, ratifying the Mayor's Proclamation of State of Emergency (Executive Declaration No. 6) dated October 30, 2020, and terminable by Council action; and

WHEREAS, on November 10, 2020, a Resolution, File No. 20-0317, was approved by the Common Council, ratifying Executive Declaration No. 8, issued under the City of Wausau Proclamation of State of Emergency, relating to limitations on public gatherings in government facilities, and effective as long as the Governor's Executive Order #90 is in effect (to November 21, 2020), or the City's Public Health Emergency is terminated, whichever is longer; and

WHEREAS, on February 21, 2021, the Transit Commission voted to increase the capacity limit on busses to 15 riders, effective immediately, Resolution approving elimination of COVID capacity limit on Metro Ride busses, File No. 20-1014 having failed to pass Common Council on October 13, 2020; and

WHEREAS, on March 24, 2020, the Common Council passed a Resolution creating a policy for city employees with COVID symptoms, as File No. 20-0310, and subsequently, on April 14, 2020, Ratified Executive Declaration No. 4, which shall remain in effect unless modified or repealed by the Human Resources Committee and Common Council.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves

termination of the following:

- Executive Declaration No. 6 – Proclamation of State of Emergency
- Executive Declaration No. 8 – Approving limitations on public gatherings in government facilities

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase property at 7120 Stewart Avenue from Toenjes Properties, LLC to Kingspan Light & Air LLC

Committee Action: Pending

Fiscal Impact: None

File Number: 04-1207

Date Introduced: June 15, 2021

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, Toenjes Properties, LLC have entered into a Purchase and Sale Agreement for \$2,700,000 to transfer 7120 Stewart Avenue to Kingspan Light & Air LLC for continued growth and expansion; and

WHEREAS, deed restrictions on the property give the City first right of refusal to repurchase the property; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, considered the matter and wishes to decline to exercise the right to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby declines to exercise its right to repurchase the property at 7120 Stewart Avenue in the Wausau Business Campus in order to allow the transfer of title of the property to Kingspan Light & Air LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the Purchase and Sale Agreement.

Approved:

Katie Rosenberg, Mayor



June 3, 2021

VIA REGISTERED MAIL - RETURN RECEIPT REQUESTED & ELECTRONIC MAIL

City of Wausau
Attention: Leslie Kremer, City Clerk
407 Grant Street
Wausau, WI 54403

Re: Toenjes Properties, LLC

Dear Ms. Kremer:

Attached is an offer to purchase (the "Offer") with respect to the two parcels of real estate (the "Property") owned by Toenjes Properties, LLC ("Grantee") in the Wausau West Business and Industrial Park. The property descriptions for the Property are set forth in the Offer. Please note that both parcels of the Property are subject to Deed Restrictions for Wausau West Business and Industrial Park (the "Restrictions"). As set forth in the Restrictions, the City of Wausau has a right of first refusal to purchase the Property.

We have enclosed the Offer and request that the City address this matter at the City Council meeting on June 15, 2021.

Please feel free to contact me or Jeff Voigt with any questions at (715) 845-9360.

Very truly yours,

TOENJES PROPERTIES, LLC

Wayne Toenjes, Member

Enclosure

cc w/encl: Atty. Anne Jacobson (via electronic mail)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of June 3, 2021, ("Effective Date") by and between Kingspan Light & Air LLC a Delaware limited liability company ("Buyer") and or its assigns, and Toenjes Properties, LLC, a Wisconsin limited liability company, ("Seller").

WHEREAS, Seller is the owner of certain improved real property located at 7120 Stewart Avenue, Wausau, WI 54401, consisting of approximately 5.28 acres of land and a building currently utilized as a manufacturing facility as legally described on the attached Exhibit A (the "Property").

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above and for other value received, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. When used herein, the following terms shall have the meanings set forth opposite each term:

Agreement: This Purchase and Sale Agreement, including the Exhibits attached hereto which are by this reference incorporated herein and made a part hereof.

Deed: A recordable warranty deed to be executed by Seller and delivered to Buyer at the Closing, conveying the Property to Buyer subject only to the Permitted Title Exceptions.

Permitted Title Exceptions: Real estate taxes for the year of Closing not yet due and payable and Permitted Encumbrances, as defined in the SPA.

Closing Date: The Closing Date shall occur on or before five (5) business days from the City of Wausau approvals as required pursuant to Section 4.5 below, or as may be extended as provided herein.

Purchase Price: The consideration payable by Buyer to Seller for the Property, as provided in Article 3.

Effective Date: The date on which this Agreement has been fully executed by all parties and a counterpart of this Agreement has been delivered to Buyer.

Environmental Laws: All federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulation, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

Hazardous Materials: Any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the state in which the Property is located, or the United States government, including, but not limited to, (1) any material or substance which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of the law of the state in which the Property is located, (2) petroleum and petroleum based products, (3) asbestos, (4) polychlorinated biphenyl, (5) radioactive material, (6) urea formaldehyde foam insulation, (7) Freon and other chlorofluorocarbons, (8) any material or substance which is designated as a "hazardous substance" pursuant to Section 311 of the Federal Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321), (9) any material or substance which is defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (10) any material or substance which is defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), (11) lead based paint, or (12) any material or substance which has been shown to have significant adverse effects on human health or which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., applicable state law, or any other applicable federal, state or local laws now in force relating to toxic substances.

Notice to Cancel: The written notice which may be given pursuant to this Agreement pursuant to which either party may terminate and cancel this Agreement, except for those obligations which expressly survive such termination and cancellation.

SPA: The Stock Purchase Agreement dated the same date as this Agreement between Buyer, Wayne A. Toenjes, Carolyn S. Toenjes, and Wayne and Carolyn in their capacities as co-trustees of the Toenjes Revocable Trust 2/8/2002 wherein Buyer is purchasing the stock of Major Industries, Inc., a Wisconsin corporation.

Title Company: Runkel Abstract & Title Company, Inc., Wausau, Wisconsin, as agent for First American Title Insurance Company.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale. On the Closing Date, subject to the conditions and on the terms contained in this Agreement, Buyer will purchase and acquire from Seller, and Seller will sell, assign and transfer to Buyer, the Property.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The Purchase Price is Two Million Seven Hundred Thousand Dollars U.S. (U.S. \$2,700,000), plus or minus prorations, subject to adjustments and payables as provided herein.

3.2 Payment of Purchase Price. Buyer will pay to Seller at the Closing the Purchase Price after adjustments for prorations by wire transfer.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Closing of SPA. Buyer and Seller shall have received evidence reasonably satisfactory to Buyer and Seller of the simultaneous closing on the SPA.

4.2 Property Title. Buyer has obtained a title commitment from Title Company with Commitment Number MA78361 ("Title Commitment"), together with a copy of all title exceptions and documents of record referenced in such Title Commitment. On the Closing Date, at Seller's cost and expense, and as a condition to Buyer's obligation to close on the purchase of the Property, Seller shall cause the Title Company to issue an owner's title insurance policy pursuant to and in accordance with the Title Commitment insuring fee simple title to the Property in Buyer as of the Closing Date in the amount of the Purchase Price; with extended coverage, and with such endorsements as are reasonably requested by Buyer in order to resolve any objections as described below; and subject only to the Permitted Title Exceptions. Seller shall be responsible for the costs for all endorsements reasonably necessary to satisfy Seller's obligation to provide merchantable title.

4.3 Removal of Title Defects. Buyer shall, within five (5) days of the Effective Date, notify Seller of any matters disclosed on the Title Commitment that are not acceptable to Buyer. If Buyer does not notify Seller within the Due Diligence Period that any matters are not acceptable to Buyer, then the Title Commitment will be deemed to be approved by Buyer. If Buyer so notifies Seller that the Title Commitment shows items unacceptable to Buyer, Seller shall have thirty (30) days from the date of delivery of Buyer's notice to (i) have the Title Company issue its endorsements (in form reasonably acceptable to Buyer) insuring over such unacceptable items and provide evidence thereof to Buyer; (ii) correct any such unacceptable items; or (iii) elect to not insure or correct the unacceptable items. If Seller elects to cure such items, the Closing Date shall be reasonably extended as necessary to accommodate such cure. If Seller fails to have such items corrected or insured over within said period, or elects within such period not to so insure or correct, or fails to respond within such period, then Buyer may elect within fifteen (15) days thereafter (i) to terminate this Agreement by giving a Notice to Cancel, or (ii) to accept the Title Commitment subject to such unacceptable items without any diminution of the Purchase Price. As to those title exceptions which are not accepted by Buyer as above that constitute monetary liens of a definite, liquidated amount encumbering the Property, Seller shall be obligated to have the same removed or insured over by the Title Company, and if Seller fails to have the same removed or insured over, Buyer may deduct the amount thereof from the Purchase Price at the Closing.

4.4 City Waiver at Right First Refusal/Consent to Transfer/Estoppel Certificate. As a condition to the Buyer's obligation close on the purchase of the Property, the Buyer shall have received (i) a written waiver of the City of Wausau's right of first refusal and a certified copy of a resolution of the Common Council of the City of Wausau consenting to the transfer of the Property to the Buyer; and (ii) a signed estoppel certificate from the City of Wausau confirming that there have been no violations of the deed restrictions imposed on the Property. Seller shall cooperate with Buyer to obtain such waiver and consent. In the event that the waiver, consent and estoppel certificate from the City of Wausau are not received by the Buyer by July 31, 2021, the Buyer shall have the right to terminate this Agreement by delivering to the Seller a Notice to Cancel no later than August 15, 2021.

ARTICLE 5 CLOSING MATTERS

5.1 Possession, Prorations and Expenses.

(a) Sole and exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

(b) All prorations will be computed as of the Closing Date ("Proration Date"). General and special real estate and other ad valorem taxes and assessments and other state or municipal taxes, fees, charges and assessments affecting the Property, if any, and all other customarily pro-ratable items shall be prorated as of the Proration Date on the basis of one hundred percent (100%) of the most recent ascertainable amounts or other reliable information in respect to each such item of income and expense and the net credit to Buyer or Seller shall be paid in cash or as a credit or debit against the Purchase Price.

(c) Seller shall pay title charges required to fulfill the obligations under Section 4.2 and 4.3, including extended coverage and all endorsements referenced therein, and such endorsements necessary pursuant to Section 4.2 and 4.3. Seller shall pay the cost of the transfer taxes on the Deed. Buyer shall pay for the cost to record the Deed. The parties shall each be solely responsible for the fees and disbursements of their respective counsel and other professional advisors, except as otherwise provided in this Agreement.

5.2 Closing.

(a) The transaction contemplated hereby shall close on the Closing Date at the office of the Title Company or on such other date, time and place as the parties may mutually agree.

(b) On the Closing Date, Seller shall execute and deliver each of the following:

(1) A Warranty Deed in a form agreed by Buyer;

(2) An ALTA statement in customary form as required by the Title Company stating that there are no leases affecting the Property, no unpaid management expenses, no mechanics or construction liens and no unpaid brokerage commission;

(3) An FIRPTA Affidavit in customary form for each person or entity comprising Seller;

(4) Such other documents, instruments, certifications and confirmations as may be reasonably required to fully effectuate and consummate the transaction contemplated hereby; and

(c) On the Closing Date, Buyer shall execute and deliver each of the following:

(1) The Purchase Price, plus or minus all prorations, adjustments, and credits; and

(2) Such other documents, instruments, certifications and confirmations as may be reasonably required to fully effectuate and consummate the transaction contemplated hereby.

(d) On the Closing Date, Seller and Buyer shall execute and deliver each of the following:

(1) Appropriate state, county and local law documentary and transfer tax forms and taxes (if any); and

(2) A copy of this Agreement.

(e) All documents or other deliveries required to be made by Buyer or Seller on or prior to the Closing Date and all deposits and transactions required to be consummated concurrently with Closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall be deemed to have been consummated, until all deliveries required by Buyer and Seller shall have been made, and all concurrent or other transactions shall have been consummated.

ARTICLE 6 BROKERAGE

6.1 Brokerage. The parties warrant and represent to the other that neither has authorized any broker to act on its behalf in respect to the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith except Baker Tilly Capital, LLC, who represents the Seller and related entities in the Buyer's purchase of the stock of Major Industries, Inc. Seller shall be solely responsible for the fees of Baker Tilly Capital, LLC.

ARTICLE 7 LOSS TO THE PROPERTY

7.1 Condemnation of Property. If, prior to the Closing Date, any proceeding or notice of intent to exercise a right of eminent domain or condemnation, which relates to the proposed taking of any material portion of the Property or improvements thereon by condemnation or eminent domain or any action in the nature of eminent domain, is given, instituted or commenced, or threatened in writing, Seller shall immediately provide notice to Buyer, and Buyer shall have the right and option to terminate this Agreement by giving Seller a Notice to Cancel within thirty (30) days after actual receipt of written notification of any such occurrence. Failure to give such notice within such time shall be conclusive evidence that Buyer has elected the option not to terminate by reason of the occurrence of which it has received notice. Seller will furnish Buyer written notification with respect to any such notice or proceedings within forty-eight (48) hours of Seller's receipt of any such notification or learning of the institution of such proceedings. If Buyer elects to so terminate this Agreement, the parties hereto shall be released from any and all further obligations hereunder. If the Closing Date is less than thirty (30) days following the last day on

which Buyer is entitled to elect to terminate this Agreement, the Closing shall be delayed a reasonable time, but not in excess of thirty (30) days, after Buyer makes such election. If Buyer does not elect to terminate this Agreement, Seller shall assign and/or pay to Buyer on the Closing Date all condemnation awards or other damages collected or claimed with respect to the taking of the Property or any portion thereof affected by the taking or condemnation. The term "material" for purposes of this Section 7.1 shall mean any taking of any portion of the Property required to be used for public improvements as shown on the approved plat of subdivision and preliminary engineering for the Property, or any taking of an amount of the land area of the Property that will cause a reduction of development that may be built on the Property.

7.2 Destruction or Damage to the Property. If, prior to the Closing Date, all or any portion of the Property or the improvements in an amount not less than five percent (5%) of the Purchase Price are damaged or destroyed by fire or other casualty, Seller shall immediately provide notice to Buyer, and Buyer shall have the right and option to terminate this Agreement by giving Seller a Notice to Cancel within thirty (30) days after actual receipt of written notification of any such occurrence. Failure to give such notice within such time shall be conclusive evidence that Buyer has elected the option to terminate by reason of the occurrence of which it has received notice. Seller will furnish Buyer written notification with respect to any such occurrence within forty-eight (48) hours of Seller's receipt of any knowledge of any such event. If Buyer elects to so terminate this Agreement, the parties hereto shall be released from any and all further obligations hereunder. If the Closing Date is less than thirty (30) days following the last day on which Buyer is entitled to elect to terminate this Agreement, the Closing shall be delayed a reasonable time, but not in excess of thirty (30) days, after Buyer makes such election. If Buyer does not elect to terminate this Agreement, Buyer shall assign and/or pay to Buyer on the Closing Date all insurance proceeds and other claims, and damages collected or claimed with respect to the Property or any portion thereof affected by the event or events of such damage, destruction or casualty.

ARTICLE 8 COVENANTS, REPRESENTATIONS AND WARRANTIES

8.1 Certain Covenants of Seller.

(a) Seller shall notify Buyer promptly if it becomes aware of any transactions or occurrences prior to the Closing Date that would make any of the representations or warranties of Seller contained in this Agreement not true in any material respect, or that would have any impact on the fair market value of the Property in excess of Ten Thousand Dollars (\$10,000).

(b) Seller will cooperate with Buyer, at no expense to Seller, to execute such documents and do such other things as Buyer shall reasonably request in aid of Buyer's inspection, and approval of the Property, including without limitation, any applications, provided, however, such matters will be conditioned on the Closing of the purchase and sale of the Property.

(c) Seller shall continue to operate and maintain the Property in a first class condition in the same manner that Seller has previously done during its ownership of the Property which includes making necessary repairs at Seller's cost until the Closing Date.

(d) Seller shall keep the Property insured by financially sound and reputable insurers against the loss or damage by fire with extended coverage endorsements and maintain reasonably adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for property of its character.

(e) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide Buyer a credit at the Closing for, all taxes, assessments and other governmental charges imposed upon the Property, as well as all claims for labor, materials or supplies which have been incurred prior to the Closing Date, which if unpaid, might by law become a lien or charge upon the Property.

8.2 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement;

(b) Seller has not received any notice, nor does it have any knowledge of any violation of any law, zoning ordinance, code, or regulation affecting the Property;

(c) Seller has not received any notice, and does not have any knowledge of any existing or threatened condemnation or other legal action of any kind involving the Property;

(d) Seller has not received any notice of any contemplated or actual special assessments for general real estate tax purposes, other than those listed in the Title Commitment;

(e) Other than the recorded documents delivered with the Title Commitment, there are no agreements, written or oral, with any other governmental agency or other party, which would affect or impair the development of the Property;

(f) There are no donations, recapture or other similar requirements in effect for the Property;

(g) Seller is the fee owner of the Property and it has the full right and authority to convey the Property. The representations and warranties of Seller contained in this Agreement shall survive the Closing;

(h) Seller is in compliance with the requirements of Executive Order No. 13324, 66 Fed. Reg. 49.079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders

are collectively called the "Patriot Act Orders"). Seller has not: (i) been listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other similar list (such lists are collectively referred to as the "Lists"); or (ii) been determined by competent authority to be subject to the prohibitions contained in the Patriot Act Orders;

(i) The Property does not contain any gaps or gores;

(j) Seller has not received any notice of any increase or potential increase in the assessed valuation of the Property;

(k) There are no written or oral contracts or commitments relating to the Property including without limitation for the management, performance of service, employment, or purchase or lease of equipment which are not terminable at will of Seller on not more than thirty (30) days advance written notice without penalty, except as provided to Buyer in accordance with Article 4;

(l) There are no lawsuits threatened or pending involving the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code, rule, law, statute violation; and

(m) All documents provided to Buyer by Seller and Seller's agents and representatives are true, accurate, complete and current.

The representations and warranties of Seller contained in this Agreement will survive the Closing.

ARTICLE 9

DEFAULT

9.1 Default by Seller. If Seller is in default of its obligations under this Agreement, or any of Seller's representations and warranties are not true and correct in any material respect as of the date hereof or the Closing Date, Buyer may either (i) terminate this Agreement, whereupon this Agreement shall become null and void and of no further force and effect, or (ii) proceed to Closing on the Property but retain the right to sue for its actual damages as a result of such breach, or (iii) proceed to obtain any other relief available at law or in equity (including specific performance, but specific performance shall not be considered an exclusive election of remedies).

9.2 Default by Buyer. If Buyer is in default of its obligations under this Agreement, or any of Buyer's representations and warranties are not true and correct in any material respect as of the date hereof or the Closing Date, Seller may either (i) terminate this Agreement, whereupon this Agreement shall become null and void and of no further force and effect, but retain the right to sue for its actual damages as a result of the breach, or (ii) proceed to obtain any other relief available at law or in equity (including specific performance, but specific performance shall not be considered an exclusive election of remedies).

ARTICLE 10
NOTICES

10.1 Notices. Any notice, request, demand, instrument or other document to be given or served hereunder shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by overnight express courier, or by facsimile transmission and addressed to the parties at their respective address set forth below, and the same shall be effective upon receipt if delivered personally or five (5) business days after deposit in the mail, if mailed, or one (1) business day after delivery to an overnight courier if deposited with an overnight express courier or one (1) business day after transmission if sent by facsimile transmission. A party may change its address or facsimile transmission number for receipt of notices by service of a notice of such change in accordance herewith.

If to Seller: Toenjes Properties, LLC
Attn: Wayne A. Toenjes
232324 Flints Road
Wausau, WI 54401-4583

With a copy to: Jeremy Welch, Esq.
Ruder Ware, L.L.S.C.
PO Box 8050
Wausau, WI 54402
jwelch@ruderware.com

If to Buyer: Kingspan Light & Air LLC
Attn: Bill Hogan, President
28662 N. Ballard Drive
Lake Forest, IL 60045

With a copy to: Kristy M. Abraham, Esq.
Preti Flaherty
One City Center
PO Box 9546
Portland, ME 04112-9546
kabraham@preti.com

-and-

Scott A. Jackman, Esq.
Eaton John Overbey Jackman, LLP
513 Grant Street
Wausau, WI 54403
sjackman@wausaulaw.com

ARTICLE 11

ADDITIONAL COVENANTS

11.1 Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

11.2 Further Assurances. The parties shall execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.

11.3 Survival and Benefit. The terms of this Agreement not fully satisfied at the Closing as contained in this Agreement shall survive the Closing. Even if in some cases an indemnification is not identified as surviving the Closing or termination of this Agreement, the indemnification of each party set forth herein shall survive the termination of this Agreement prior to Closing and shall survive the Closing and inure to the benefit of and be binding upon the respective successors and assigns of the parties.

11.4 No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and no third party is intended to or shall have any right hereunder.

11.5 SPA Limitations. The parties agree that any claim of Buyer which may be made against Seller hereunder or otherwise with respect to the Property, shall be governed by the indemnification provisions of the SPA which are incorporated by reference herein as though set out fully in this Agreement, and the such claims may be satisfied by the Escrow Amount (as that term is defined in the SPA). The Buyer and Seller further agree that all limitations on claims hereunder shall be subject to the limitations set forth in the SPA, including the Cap (as defined in the SPA).

11.6 Confidentiality. The parties acknowledge the sensitive and unique nature of the terms of this Agreement, will keep the terms hereof completely confidential, and will not reveal or disclose the terms hereof, except: (i) to the lenders, financial consultants or legal counsel of the parties; (ii) to the extent such disclosure is required by a court of competent jurisdiction or is, in the opinion of the disclosing party's counsel, required by law to be disclosed; (iii) to governmental officials, with regard to the existence of the contract only, to the extent such disclosure is necessary in the pursuit of Buyers intended use of the Property; (iv) if the disclosed information was, at the time of the disclosure, public knowledge; or (v) when such disclosure has been expressly agreed to in writing by both Seller and Buyer.

11.7 Interpretation.

(a) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or Sections to which they apply or otherwise affect the interpretation hereof.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and the term "hereafter" shall mean after and the term "heretofore" shall mean before, the date of this Agreement.

(c) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(f) Whenever under the terms of this Agreement the time for performance of a covenant or condition or the last day to give notice falls upon a Saturday, Sunday or holiday (whether in the United States or Canada), such time for performance shall be extended to the next business day. Otherwise all references herein to "day" shall mean calendar days.

(g) Time is of the essence of this Agreement.

(h) This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures to this Offer transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature and shall be binding upon the parties.

11.8 Assignment and Successors. This Agreement shall be binding upon any assignees, transferees, grantees or successors in interest of the parties hereto.

11.9 Invalidity. Invalidation of any of the provisions of this Agreement, whether by court order or otherwise, shall in no way affect the validity of the remaining provisions which shall remain in full force and effect.

11.10 Applicable Law. The law of the State of Wisconsin is located shall govern this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as for the day and year first above written.

Seller :
TOENJES PROPERTIES, LLC

Buyer:
KINGSPAN LIGHT & AIR LLC

By: Wayne Toenjes
Name: Wayne Toenjes
Title: Member LLC

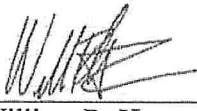
By: _____
Name: William R. Hogan
Title: President

IN WITNESS WHEREOF, the parties have entered into this Agreement as for the day and year first above written.

Seller :
TOENJES PROPERTIES, LLC

Buyer:
KINGSPAN LIGHT & AIR LLC

By: _____
Name: _____
Title: _____

By:  _____
Name: William R. Hogan
Title: President

EXECUTION VERSION

EXHIBIT A

Legal Description of Property

Land described in Certified Survey Map No. 4281 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 16 of Certified Survey Maps on Page 49, excepting that part thereof described in deed recorded in said Register's office in Volume 491 of Micro-Records on Page 1170;

AND

Outlot one (1) of Certified Survey Map No. 12575, recorded in said Register's office in Volume 54 of Certified Survey Maps on Page 83;

ALL BEING PART OF of the North one-half (N ½) of the Northwest fractional quarter (NW fr'l ¼) of Section Thirty-One (31), Township Twenty-Nine (29) North, Range Seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-312-0977

Address: 7120 Stewart Avenue, Wausau, WI 54401

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

**JOINT RESOLUTION OF THE ROOM TAX COMMISSION
AND FINANCE COMMITTEE**

Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Committee Action: Room Tax Comm: Approved 3-0
Finance: Pending

Fiscal Impact:

File Number: 94-0828

Date Introduced: June 15, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

WHEREAS, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to Sec. 66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

WHEREAS, the City has created a Room Tax Commission ("Commission") to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

WHEREAS, effective January 1, 2019, the City, its Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc. (CVB) entered into a non-exclusive Tourism Entity Agreement for a term of two years, automatically renewable for successive one year terms; and

WHEREAS, Council approved terminating the Tourism Entity Agreement on September 22, 2020; and

WHEREAS, on April 13, 2021, Council approved entering into a Memorandum of Agreement with CVB and the Village of Weston; and

WHEREAS, your Room Tax Commission, at their June 9, 2021 meeting, discussed and recommended entering into a Tourism Entity Agreement; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, discussed and recommended entering into a Tourism Entity Agreement.

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 a Tourism Entity Agreement between the City of Wausau, its Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Approved:

Katie Rosenberg, Mayor

ROOM TAX COMMISSION

Date and Time: Wednesday, June 9, 2021 at 4:00 pm, Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Margaret Pagoria, and (Tim VanDeYacht by WebEx)

Members Excused: Tom Neal

Others Present: Mayor Rosenberg, Anne Jacobson, Maryanne Groat, Leslie Kremer

Discussion and Possible Action regarding proposed Tourism Entity Agreement between the City of Wausau, Room Tax Commission and Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Mayor Rosenberg stated the city will be moving forward with the contract as previously discussed in the Memorandum of Understanding at the last meeting.

Lisa Rasmussen commented after lengthy dialogue and mediation with the CVB it appears that almost everything we asked for in terms of transparency and seats at the table for important discussions has been agreed to.

Anne Jacobson stated she made very few changes and with the benefit of a copy of Rib Mountain's executed contract she took the best of what was in it and tweaked ours. The term was changed from two years to a one year term and she also added a termination without cause of 30 days written notice.

Motion by Rasmussen, second by Pagoria to approve the draft Tourism Entity Agreement. Motion carried 3-0.
(Note: *The draft will forward to the June 15th Finance Committee meeting.*)

TOURISM ENTITY AGREEMENT

This TOURISM ENTITY AGREEMENT ("Agreement") is entered into by and between the City of Wausau, a Wisconsin municipal corporation ("City"), its Room Tax Commission ("Commission"), and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation ("CVB"), effective on this ____ day of June, 2021.

WHEREAS, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

WHEREAS, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to sec. 66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

WHEREAS, the City has created a Room Tax Commission ("Commission") to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

WHEREAS, the City and its Commission desire to enter into a non-exclusive contract with the CVB, as a qualifying "tourism entity" as defined in Section (1)(f) of the Room Tax Act, for it to provide the City or its Commission with staff, support services and assistance in developing and implementing programs that foster tourism promotion and tourism development in the City to visitors as provided in Section (1)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with the City and its Room Tax Commission; and

WHEREAS, the agreements of the parties as to such services shall be as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.
2. Definitions.
 - a. "CVB" shall mean the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.
 - b. "Room Tax" shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons

furnishing accommodations which are available to the public pursuant to the Room Tax Act. The municipality shall impose a room tax in the amount of eight (8%) percent.

- c. "Municipality" shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located and which collects a room tax.
 - d. "Remitted Room Taxes" shall mean the amount of room taxes that the City has collected and forward to the CVB under this agreement.
 - e. "Room Tax Act" shall mean Section 66.0615 Wis. Stats., as amended during the term of this agreement.
 - f. "Tourism promotion and tourism development" means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (1m)(a) of the Room Tax Act may be imposed, that are owned by different persons and located with a municipality in which a tax under this section is in effect:
 - i. Marketing projects, including but not limited to advertising media buys, creation and efforts to recruit conventions, sporting events, programs, or motor coach groups.
 - ii. Transient tourist informational services.
 - iii. Tangible municipal development, including a convention center.
 - iv. Room taxes shall not be used to construct or develop a lodging facility.
3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax Revenues generated in the Municipality under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act as stated in paragraph 2.
4. Room Tax Revenues. The City has imposed and will collect an 8% room tax on transient visitors who stay at the lodging properties within the City.
- a. The City will retain the greater of either 30% of its current year room tax revenues, effective with taxes collected and expenditures made on January 1, 2021, and going forward, Room Tax amount retained in FY 2010. The City will forward to its Room Tax Commission, any room tax revenue exceeding the amount it may retain by the Room Tax Act.
 - b. The Room Tax Commission, in turn, will remit 37.5% of room tax collected to the CVB on a quarterly basis, 6.25% of which is designated for the Central Wisconsin Sports Authority to fund opportunities to host major sports tournaments, within 45 days after the end of each calendar quarter, all of which shall be used for tourism promotion and tourism development in the City as outlined by state statute. If the Sports Authority or Badger State Games dissolves under the CVB, the Commission shall not be liable for the 6.25% of the total room tax collection. It shall then only remit 31.25% of the total collected in room taxes by the municipality for general tourism promotion.
 - c. The CVB shall submit an invoice to the City on a Quarterly basis. The invoice shall contain such detail by property as may be required by the city. It is expressly

understood that the City or its Room Tax Commission is obligated to pay only the CVB for any expenses incurred in carrying out the terms of this agreement.

5. CVB Responsibilities. The CVB shall be responsible for the following:
 - a. Executive Director Selection Committee. The CVB shall establish a selection committee that will be responsible for establishing position qualifications, selection procedures and conducting preliminary interviews for the position of Executive Director. Included on the selection committee shall be one person appointed by the Mayor of Wausau and another appointed by the Weston Village President. The CVB shall make the final hiring decision from the group of candidates referred to it by the selection committee.
 - b. Annual Meeting. The CVB shall hold an annual meeting to which will be invited the CVB Board, CVB Staff, Council Members of the City of Wausau, Board Members of the Village of Weston and Town of Rib Mountain and other community leaders involved in supporting tourism. During the annual meeting, the CVB Board shall present reports on:
 - i. CVB results in relation to operational goals.
 - ii. Goals and plans for the upcoming year.
 - iii. Financial plans and results.
 - iv. Distribution of contracts with municipal partners with an explanation of changes from the prior year and the opportunity for municipal leaders to voice concerns, propose changes and/or ask to have changes to terms considered. Following the annual meeting, the City of Wausau shall have 45 days to negotiate changes, discuss the contract with a committee of jurisdiction and subject to Council approval, submit an approved contract to the CVB.
 - c. Administrative Support. The CVB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development with the City. Any notices or documentation required to be provided to the City or its Room Tax Commission by the CVB for the funds it receives shall be forwarded to the Mayor and Chairperson of the Room Tax Commission. It is further acknowledged that, upon reasonable prior notice, the CVB will attend meetings called by the City or its Room Tax Commission to discuss issues pertaining to room tax collection and expenditures and otherwise cooperate to achieve the purposes of the room tax statute.
 - d. Accounting. The CVB shall provide the City or its Room Tax Commission with an accounting of the activities and of the expenditures of the room tax revenues, on a quarterly basis, and the CVB shall have not more than thirty (30) days following each quarter to respond; additionally, the CVB shall provide to the City or its Room Tax Commission, a copy of its annual audit within thirty (30) days of it having been produced. The City or its Room Tax Commission shall have the right to examine such records at all reasonable times. Progress reports and reviews by the City or its Room Tax Commission may be called for at any time.

- e. Financial Budget Plan. Not later than January 1st of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan for the year. This Plan of Business shall be made available to the City or its Room Tax Commission within sixty (60) days of the City's or Room Tax Commission's written request for the same. The parties agree that the Financial Budget Plan may be revised from time to time and, if so, the City or its Room Tax Commission will be so notified and provided a revised Financial Budget Plan. It is understood that the City or its Room Tax Commission shall have no approval rights of the Financial Budget Plan but may provide comment or recommendation to the CVB which may be implemented at the CVB's discretion.
- f. Reports. The CVB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the City, on or before April 1, beginning in 2021 as provided in section (4) of the Room Tax Act, unless an extension in filing the Form to the DOR has been approved. If so, the CVB shall submit the DOR Form to the City on or before thirty (30) days before it is due to the DOR. The City and its Room Tax Commission agree to cooperate with the CVB in completing this form.
- g. Compliance. The CVB agrees to comply with applicable laws pertaining to its non-profit status. However, consistent with open meetings practice and a high level of transparency, the CVB agrees to:
 - i. Post its meeting agendas and meeting minutes on its website, which may include closed session as permitted by the open meetings law.
 - ii. Provide the municipal clerks of participating local governments with an electronic copy of all minutes and agendas at the same time each is distributed to CVB Board Members.
 - iii. Post the names and contact information of CVB Board Members on the CVB website.
 - iv. Meeting agendas shall include an item at or near the end of the meeting where CVB Board Members can suggest agenda items for an upcoming meeting.
- 6. Acknowledgment of Compliance. The CVB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight (8%) percent by the City complies with the Room Tax Act.
- 7. Room Tax Delinquencies. The parties agree that they shall work together toward the collection of any delinquent room tax owed to the City in the way of sharing information and the parties shall cooperate with the City to assist it in the collection of any delinquent or deficient amounts owed by any operator required to collect and remit Room Tax proceeds under City ordinance., but in no event shall the CVB nor any of its staff take any affirmative action to collect delinquent room tax owed to the City and required by law to be remitted directly to the City.
- 8. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the CVB:

- a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission, as applicable.
 - b. The failure to provide a Financial Budget Plan hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission.
 - c. The failure to provide the DOR Form to the City hereunder, unless excused by the City or the CVB is unable to provide the form in a timely manner due to circumstances beyond its control.
 - d. The collection of room tax owed to the City.
9. Term. This Agreement shall remain in effect for a period of one (1) year from the effective date of this Agreement.
10. Termination.
- a. The City or its Room Tax Commission may terminate this Agreement at any time for cause, if(i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including but not limited to, the intentional misuse of the Room Tax revenues for purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (30) days of the CVB's receipt of written notice from the City or its Room Tax Commission containing a sufficient description of the material breach alleged, or (ii) the CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act.
 - b. The City or its Room Tax Commission may terminate this Agreement upon thirty (30) days' written notice, without cause, prior to the beginning of each calendar quarter. The City and Room Tax Commission will remain liable for room tax owed during the quarter that notice is given.
 - c. In the event of termination, the funds in the Room Tax Account shall be the property of the City or its Room Tax Commission. All other funds in the possession of the CVB shall remain the property of CVB. However, the City shall make no further remittances to the CVB under this Agreement.
 - d. Following termination, the City or its Room Tax Commission shall have no further obligation to the CVB. However, the obligations of CVB to provide an accounting or audit as described in paragraph (6)(b) and a report as described in paragraph (6)(d), shall survive termination of this Agreement.
11. Indemnification and Hold Harmless. The CVB shall indemnify, save and hold harmless the City and all its officers, agents, employees and Room Tax Commission from any and all claims, demands, action, or causes of actions of whatever nature and character, arising out of or by reason of the execution or performance of work or services provided herein, except upon the sole negligence or willful misconduct of the City or its Room Tax Commission and further agree to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising hereunder.
12. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.

13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.
14. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin.
15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.
18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, comprising 17 paragraphs, as of the date first above written.

CITY OF WAUSAU

By: _____
Katie Rosenberg Mayor

Countersigned: _____
Leslie Kremer, Clerk

CITY OF WAUSAU ROOM TAX COMMISSION

By: _____
Tom Weaver, Chair

Attest: _____
Tim Van De Yacht, Secretary

Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

By: _____
_____, Executive Director

Attest: _____
Jodi Maguire, Secretary

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

RESOLUTION OF THE FINANCE COMMITTEE

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

Committee Action: Pending

Fiscal Impact: \$104,347.74 annually

File Number: 95-0817

Date Introduced: June 15, 2021

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: \$104,347.74</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: \$104,347.74</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 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, 2021 for an additional two (2) years on like terms; and

WHEREAS, your Finance Committee, at their June 15, 2021 meeting, recommended approval of the contract renewal.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute the renewal of the existing contract for Regional Hazardous Materials Response Team Services for July 1, 2021 through June 30, 2023, a copy of which is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2021 THROUGH JUNE 30, 2023

Between

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

And

**CITY OF APPLETON, WISCONSIN
CITY OF OSHKOSH, WISCONSIN
CITY OF GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
ONEIDA COUNTY, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITY OF MARSHFIELD, WISCONSIN
CITY OF WISCONSIN RAPIDS, WISCONSIN
ALSO COLLECTIVELY REFERRED TO AS THE
NORTHEAST 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 (hereinafter "Division") on the one hand and the City of Appleton, the City of Oshkosh, the City of Green Bay, the City of Wausau, Oneida County, City of Marinette, Waupaca County, the City of Marshfield, and the City of Wisconsin Rapids, Wisconsin also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce (hereinafter "Contractor") 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 ("the Agreement").

1.2 **Recitals:** WHEREAS, in order 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 to 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 shall continue for two years commencing July 1, 2021 through June 30, 2023.

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	Northeast 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 the City of Appleton, the City of Oshkosh, the City of Green Bay, the City of Wausau, Oneida County, City of Marinette, Waupaca County, the City of Marshfield, and the City of Wisconsin Rapids, Wisconsin, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce by which hazardous materials response service or services to Level A releases will be performed under this Agreement. Under Wis. Stat. §323.70(2), the Division may only contract with a local agency.

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

Hazardous Materials Response System 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 §323.02(11) of the Wisconsin Statutes.

Level B Release means a release that meets the specifications under §323.02(12) of the Wisconsin Statutes.

Local Agency means an agency of a county, city, village, or town, including a municipal fire department.

Responsible Party means any person, as defined in Wis. Stat. § 299.01 (10) or 42 USC § 9607(a), who is responsible for the emergency involving a release or potential release of a hazardous substance under Wis. Stat. §§ 323.70 (4) or 323.71 (4), or a person who is found to have abandoned containers, as defined under Wis. Stat. § 292.41 (1), Stats. that are releasing or discharging a hazardous substance to which a response team was called to respond.

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 response 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, 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 hazardous materials services to be provided, 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 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 which 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 herein. 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 Wisconsin Fire Bridge (ImageTrend Rescue Bridge) website located at www.wifirebridge.com 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) in the ImageTrend/WI Fire Bridge website (<http://www.wifirebridge.com>), 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 4.11 herein, 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 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 designated Contractor and (2) Team Response Costs. Each of these is discussed below.

- 4.1 **Annual Allocation and Quarterly Payments:** As provided under §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2021 and for State Fiscal Years 2021/2022 through 2022/2023, under this Agreement for its approved Annual Allocation as described in "Exhibit B", attached hereto 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 cancelled as of the beginning of the quarter at issue, in which case no further payments will be made to Contractor for the Annual Allocation. 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 §20.465(3)(dd) of the Wisconsin Statutes.

- 4.2 **Annual Allocation Expenditures:** Funds allocated under Subsection 4.1 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 4.1 of this Agreement shall not be used by the local agency to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

4.3 **Team Response Costs and Reimbursement:**

- 4.3.1 Pursuant to §323.70(3) of the Wisconsin Statutes and as set forth in this Section 4, Contractor shall be reimbursed for reasonable and necessary team response costs and expenses incurred in performing services under this Agreement.

Team 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.

- 4.3.2 Reimbursement by the Division of reimbursable response costs shall be limited to amounts collected by the Division from Responsible Parties and an amount appropriated under Wis. Stat. § 20.465(3)(dr). Reimbursement is available under §20.465(3)(dr) only if Contractor has made a good faith effort to identify the Responsible Party and the Responsible Party cannot be identified, or, if identified, Contractor has received reimbursement from the Responsible Party to the extent financially able or has determined that the Responsible Party does not have adequate money or other resources to reimburse the regional emergency response team.
- 4.3.3 If a Contractor does not elect to collect team response costs expenses directly from the Responsible Party(ies) and/or seek reimbursement for local agency response pursuant to §323.71 of the Wisconsin Statutes, the Division shall bill, pursuant to subsection 4.8, Billing System for Division Reimbursement of Team Response Costs, all known Responsible Party(ies).
- 4.3.4 To seek Division reimbursement from the emergency response supplement created under Wis. Stat. §20.465(3)(dr), Contractor must comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s) as well as the billing system requirements provided under Subsection 4.8 herein.
- 4.4 **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 all parties.
- 4.5 **Standard Equipment Purchases and Cache:** It is the intent of the Division 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.

It is the intent of the Division 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.

- 4.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2021-2023 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 team response costs as specified in Subsection 4.3 of this Agreement.
- 4.7 **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 team response costs except where partial payment has been made due to limitations of the Division funds under §323.70(3), the amounts appropriated under §20.465(3)(dr) and subject to further payment as set forth above.
- 4.8 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an estimate of team response costs to the Division within ten (10) working days of last day of the response. If the Contractor seeks Division reimbursement under §323.70(3), or from the emergency response supplement created under Wis. Stat. §20.465(3)(dr), Contractor shall file a Notice of Intent with the Division for response costs within thirty (30) days of the last day of the response. The Division will not bill Responsible Parties or reimburse Contractor from the emergency response supplement created under §20.465(3)(dr), unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill Responsible Parties for team response costs and may bill for the total emergency response costs, which may include administrative costs.

If the Contractor does not bill the Responsible Party(ies) itself, the Division shall bill identified Responsible Party(ies) within thirty (30) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the Responsible Party(ies) before payment is made to the Contractor. Thereafter, if the Division successfully recovers payment from the Responsible Party(ies), it shall first be used to pay the Contractor's team response costs, if these have not been

paid in their entirety, and then applied to the Division's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the Responsible Party(ies), then the Contractor shall not be required to reimburse the Division for payments previously made.

Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the Division agrees to reimburse the Contractor's team response costs from the emergency response supplement created under Wis. Stat. § 20.465(3)(dr) to the extent available, within thirty (30) days from the date that the Division determines either that there is no identifiable Responsible Party or the Responsible Party is unable to pay, but only if the Division has received an invoice for the costs and complete documentation by that time. If the Division has not received an invoice and complete documentation by that time, then the Division will reimburse Contractor as provided above within 30 days of receiving the invoice and complete documentation. Contractor's claim for reimbursement from the emergency response supplement created under Wis. Stat. § 20.465(3)(dr) shall contain such documentation as is necessary to support the Contractor's good faith effort to identify the Responsible party or to collect response costs from a Responsible Party(s) that is unable to pay. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

- 4.9 **Approval:** Contractor, when acting under this Agreement, may not respond without following the Division-approved "Call Out Procedure". Granting of response approval by the Division of Emergency Management's Duty Officer constitutes the Division's agreement to pay Contractor's team response costs under Wis. Stat. § 323.70(3). Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.10 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.11 **Worker's Compensation:** A member of the Wisconsin Hazardous Materials Response System 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.

- 4.12 **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.
- 4.13 **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.
- 4.14 **Team Members:** Members of the hazardous materials response teams are firefighters and therefore are considered protective occupation employees.

5.0 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 and 893.80, which are expressly reserved to the parties.

- 5.1 **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 Wisconsin Hazardous Materials Response System shall, during authorized operations, be considered agents of the State and the State will indemnify Contractor 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 but does not include travel to and from the training.
- 5.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a hazardous material emergency response team, a member of such a team, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division for the provision of a hazardous material response team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under Wis. Stat. § 323.70(2).

- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, and its departments, officers, divisions, agents, employees, and members from all claims, suits or actions of any nature, including claims for attorneys' fees, arising out of the activities or omissions of Contractor, subcontractors, its officers, agents, or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage 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". The Certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

- 6.2 **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 6.1. 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". The Certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

- 6.3 **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.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate to the Wisconsin

Department of Military Affairs' General Counsel indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement and annually thereafter.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 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 team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they 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 contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 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 \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 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.
- 7.4 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.
- 7.5 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 three (3) years after the final payment is made or longer where required by law.

7.6 Team Personnel Removal: In the event that an individual hazardous materials system member is substantiated to have been negligent or unresponsive to the contractual requirements, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the hazardous material response system. A request by the Division to dismiss an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the system and/or fire department management with regard to employee discipline shall be at the sole discretion of the system and/or fire department management.

7.7 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.

7.8 Termination of Agreement:

Contractor may terminate this Agreement at will by delivering ninety (90) days written notice to the Division, 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.

7.9 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.

7.10 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.

7.11 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

7.12 News Releases: News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.13 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, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.14 **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.

7.15 **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.

7.16 **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: Office of General Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

7.17 **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.

7.18 **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.

7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein

that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

- 7.20 **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.
- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect 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, therein. 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.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. 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.
- 7.23 **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 this document, to which the Exhibits are attached, shall prevail.
- 7.24 **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.
- 7.25 **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 _____, 2021.

**_____
Dr. Darrell Williams, Division Administrator**

**CITY OF APPLETON, WISCONSIN
A Wisconsin Municipal Corporation**

**Agreement: CONTRACT FOR HAZARDOUS MATERIALS RESPONSE SYSTEM
SERVICES**

Date: _____

**By: _____
Jake Woodford, Mayor**

**Attest: _____
Kami Lynch, City Clerk**

Approved as to form:

Christopher Behrens, City Attorney

Countersigned pursuant to §62.09(10), Wis. Stats.:

Anthony D. Saucerman, CPA, Finance Director

On behalf of the Appleton Fire Department

Jeremy Hansen, Fire Chief

On Behalf of the City of Oshkosh
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Mark A. Rohloff

Title: City Manager

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Oshkosh

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Pamela R. Ubrig

Title: City Clerk

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Oshkosh

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Russ VanGompel

Title: Director of Finance

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54902-1130

Approved as to form:

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Lynn A. Lorensen

Title: City Attorney

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54902-1130

On Behalf of the City of Green Bay
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Eric Genrich

Title: Mayor

Address: City Hall, 100 North Jefferson, Room 200

City/State: Green Bay, WI Zip: 54301-5026

On Behalf of the City of Green Bay

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Celestine Jeffreys

Title: City Clerk

Address: City Hall, 100 North Jefferson, Room 106

City/State: Green Bay, WI Zip: 54303

On Behalf of the City of Green Bay

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: David W. Litton

Title: Fire Chief

Address: 501 S. Washington Street

City/State: Green Bay, WI Zip: 54301

Approved as to form:

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Vanessa R. Chavez

Title: City Attorney

Address: 100 North Jefferson Street, Room 200

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Wausau
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Katie Rosenberg

Title: Mayor

Address: City Hall, 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Leslie Kremer

Title: City Clerk

Address: City Hall, 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau Fire Department

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Robert Barteck

Title: Interim/Deputy Fire Chief

Address: 606 E. Thomas Street

City/State: Wausau, WI Zip: 54403

Approved as to form:

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Anne Jacobson

Title: City Attorney

Address: City Hall, 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of Oneida County

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: David Hintz

Title: County Board Chairperson

Address: Oneida County Courthouse, 1 S. Oneida Ave.

City/State: Rhineland, WI Zip: 54501

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Michael Timmons

Title: Chair, Public Safety Committee

Address: Oneida County Courthouse, 1 S. Oneida Ave.

City/State: Rhineland, WI Zip: 54501

On Behalf of the City of Marinette
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Steve Genisot

Title: Mayor

Address: City Hall, 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Lana Bero

Title: City Clerk

Address: City Hall, 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Jacqueline Miller

Title: City Treasurer & Finance Director

Address: City Hall, 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette Fire Department

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Jay Heckel

Title: Fire Chief

Address: 1450 Main Street

City/State: Marinette, WI Zip: 54143

Approved as to form:

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Robert Gagan

Title: City Attorney

Address: City Hall, 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of Waupaca County

Dated this ____ day of _____, 2021

Signature: _____

**Printed Name: Dick Koeppen
Title: County Board Chairperson
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Dated this ____ day of _____, 2021

Signature: _____

**Printed Name: Mark Sether
Title: County Treasurer
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Approved as to form:

Dated this ____ day of _____, 2021

Signature: _____

**Printed Name: Diane L. Muelemans
Title: Corporation Counsel
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

On Behalf of the City of Marshfield
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name:

Title: Mayor

Address: 207 W. 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Deb M. Hall

Title: City Clerk

Address: 207 W. 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Ron Aumann

Title: Finance Director

Address: 207 W. 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield Fire Department

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Scott M. Owen, Sr.

Title: Fire Chief

Address: 514 E. 4th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Wisconsin Rapids
A Municipal Corporation

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Shane Blaser

Title: Mayor

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Jennifer Gossick

Title: City Clerk

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Timothy Desorcy

Title: Finance Director

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the City of Wisconsin Rapids Department

Dated this ____ day of _____, 2021

Signature: _____

Printed Name: Scott Young

Title: Fire Chief

Address: 1511 12th Street South

City/State: Wisconsin Rapids, WI Zip: 54494

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

NORTHEAST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

**WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM**

BUDGET

LOCAL AGENCY MEMBERS:

CITIES OF APPLETON, OSHKOSH, AND GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/21- 6/30/22	BUDGET 7/1/22- 6/30/23
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND ONEIDA COUNTY	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27	\$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	\$16,625.27	\$16,625.27

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

Exhibit C

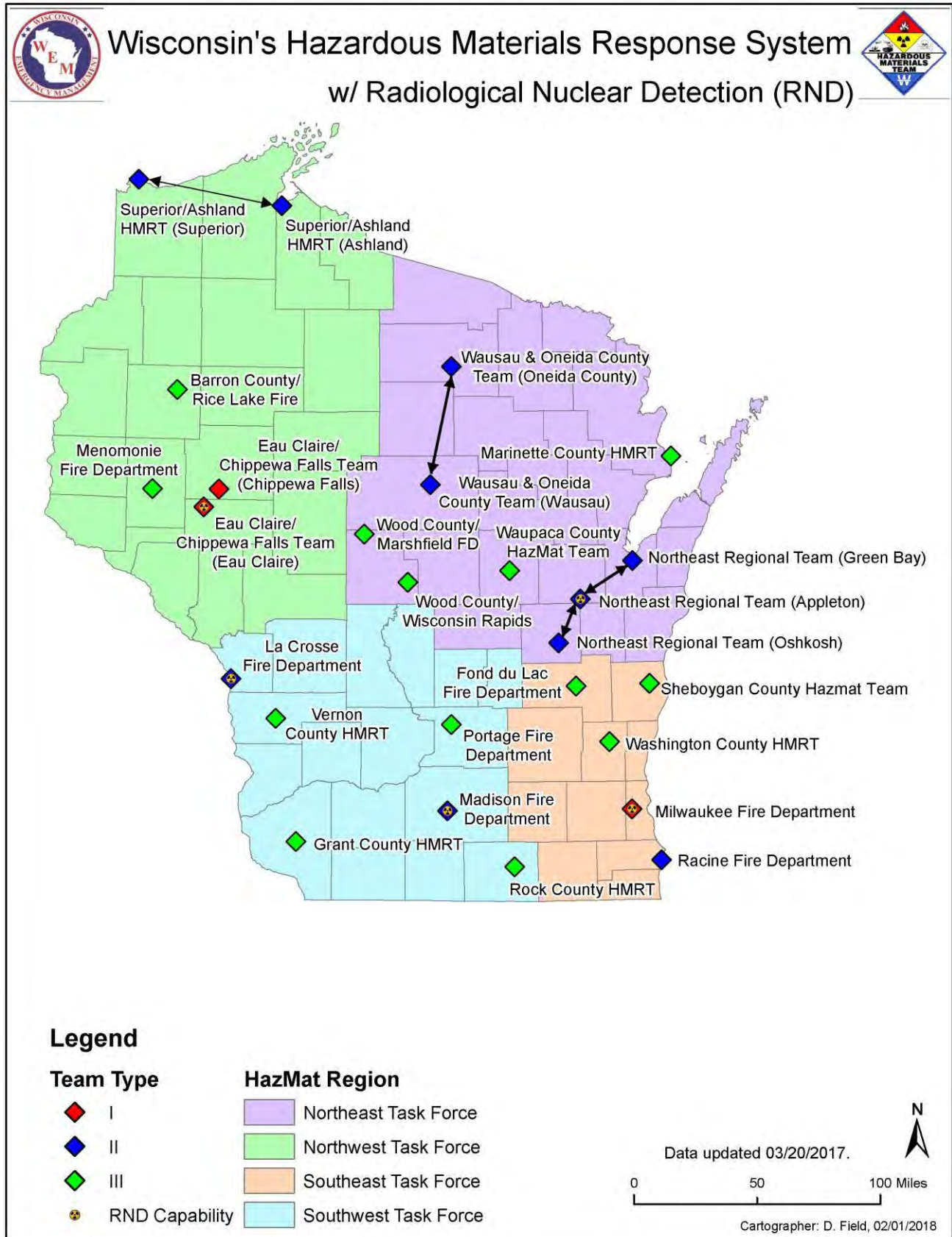


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE