



OFFICIAL NOTICE AND AGENDA

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

|                 |                                                                                                                                                             |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting of the: | COMMON COUNCIL OF THE CITY OF WAUSAU                                                                                                                        |
| Date/Time:      | Tuesday, July 9, 2024 at 6:30 P.M.                                                                                                                          |
| Location:       | City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers                                                                                            |
| Members:        | Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke |

| Call to Order                                                                                         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
|-------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Pledge of Allegiance / Roll Call / Proclamations                                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment. |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| File #                                                                                                | CMT        | Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ACT                          |
| 24-0701                                                                                               | COUN       | Approve Minutes of a previous meeting(s) (06/11/2024).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Place on file                |
| 24-0703                                                                                               | PLAN       | Ordinance Rezoning 1011 N 5th St from an MRL-12, Multi-Family Residential-12 to an NMU, Neighborhood Mixed Use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Approved 5-0                 |
| 01-1024                                                                                               | I&F & PLAN | Joint Ordinance Amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau - Gilbertson - Poplar Lane).                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Approved 4-0<br>Approved 5-0 |
| 93-0918                                                                                               | I&F & PLAN | Joint Ordinance Amending annexation ordinance no. 497-93E (annexing territory from the Town of Weston to the City of Wausau – Greenwood Hills).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Approved 4-0<br>Approved 5-0 |
| 24-0406                                                                                               | I&F & PLAN | Final Resolution Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11th Street on plat H.B. Huntington's Addition to the City of Wausau, Document No. 167682                                                                                                                                                                                                                                                                                                                                      | Approved 4-0<br>Approved 5-0 |
| 24-0711                                                                                               | I&F        | Ordinance Designating no parking on the north side of Norton Street beginning 135 feet east of N. 1st Avenue extending to 150 east of N. 1st Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approved 4-0                 |
| 24-0712                                                                                               | I&F        | Ordinance (I&F) Designating no parking on the west side of Stettin Drive from Stewart Avenue to S. 44th Avenue and no parking on the east side of Stettin Drive beginning at the intersection of Stewart Avenue and extending 500 feet north                                                                                                                                                                                                                                                                                                                                                                                   | Approved 4-0                 |
| 24-0714                                                                                               | I&F        | Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Wausau School District – 1200 West Wausau Avenue)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Approved 4-0                 |
| 24-0715                                                                                               | I&F        | Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Aspirus Wausau Hospital – 333 Pine Ridge Boulevard)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Approved 4-0                 |
| 24-0716                                                                                               | I&F        | Resolution Approving State/Municipal Agreement for Transportation Alternatives Program (TAP) Project – 72nd Avenue Trail South Extension, Sunnyvale Park to Stewart Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Approved 4-0                 |
| 24-0717                                                                                               | I&F & PLAN | Resolution Accepting dedication of right-of-way, accepting permanent utility easement, and accepting temporary easement for cul-de-sacs at the west end of Old Coach Road and at the west end of Birchwood Drive                                                                                                                                                                                                                                                                                                                                                                                                               | Approved 4-0<br>Approved 5-0 |
| 24-0108                                                                                               | PH&S       | Resolution Approving Various Licenses as Indicated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Approved 5-0                 |
| File #                                                                                                | CMT        | Resolutions and Ordinances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ACT                          |
| 24-0702                                                                                               | MAYOR      | Mayor's Appointments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Placed on file               |
| 24-0704                                                                                               | FIN        | Authorization to Accept Lead Hazard Reduction Capacity Building grant through the Office of Lead Hazard Control and Health Homes through the U.S. Department of Housing and Urban Development.                                                                                                                                                                                                                                                                                                                                                                                                                                 | Failed 0-5                   |
| 24-0710                                                                                               | ED         | Resolution Approving Sale of 1210 N 3rd Street to DNA Taverns, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Approved 5-0                 |
| Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)                        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| 24-0705                                                                                               | WWW        | Ordinance Creating Chapter 13.66 Lead and galvanized water service line replacement, Section 13.66.010 Intent and purpose, Section 13.66.020 Authorization, Section 13.66.030 Rules of construction and definitions, Section 13.66.040 Survey and inspections, Section 13.66.050 Partial or full service line material replacement; public side or customer side, Section 13.66.060 Replacement priority, Section 13.66.070 Application and Scheduling, Section 13.66.080 Financing of replacement, Section 13.66.090 Exceptions, Section 13.66.100 Prohibitions, Section 13.66.110 Severability, Section 13.66.120 Penalties. | Approved 5-0                 |
| 24-0706                                                                                               | FIN        | Resolution Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2022 Byrne Justice Assistance Grant Program Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Pending                      |
| 24-0707                                                                                               | FIN        | Resolution Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2023 Byrne Justice Assistance Grant Program Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Pending                      |
| 24-0708                                                                                               | FIN        | Resolution Authorizing the City of Wausau to enter a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Pending                      |
| 24-0709                                                                                               | FIN        | Resolution Approving United Way Impact Grant funding for assisting the unhoused with security deposits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Pending                      |
| 92-0623                                                                                               | FIN        | Resolution Approving First Amendment to Agreement for Lease to City Parking Lot-Third and McClellan Streets (Curly Kale LLC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Pending                      |
| 24-0718                                                                                               | COUN       | Resolution Directing the mayor to prepare a 2025 budget that reduces water rates by 10% by reducing the PILOT payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Pending                      |
| Public Comment & Suggestions                                                                          |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |

## Adjournment

Signed by Mayor Doug Diny

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

**This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 07/03/2024 @ 4:30 PM  
Questions regarding this agenda may be directed to the City Clerk.**

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

**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**

held on Tuesday, June 11, 2024, in Council Chambers, beginning at 6:30 p.m.,  
Mayor Doug Diny presiding.

**Roll Call**

**06/11/2024**

Roll Call indicated 11 members present.

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

**Proclamations**

**06/11/2024**

The Mayor of the City of Wausau Proclaims:

Elder Abuse Awareness Day (June 15, 2024)

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

**06/11/2024**

1. Jim Force, 515 Franklin Street – spoke on accepting dedication of right-of-way at 404 Franklin Street.

**Consent Agenda**

**06/11/2024**

*Without objection*, items 24-0603 and 24-0606 were pulled from the agenda for consideration by the Mayor

Motion by Neal, seconded by Lukens, to adopt all the items on the Consent Agenda as follows:

**24-0601** from the Common Council Approve Minutes of a previous meeting(s) (05/28/2024).

**24-0604** Joint Resolution from the Infrastructure and Facilities Committee and Plan Commission Approving Revised Green Tree Meadows Preliminary Plat.

**96-0422** Ordinance from the Public Health & Safety Committee Amending Section 5.52.090 – Records required and Section 5.52.120 – Receipt required (Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers) to include the remainder of the acceptable forms of ID from the Wisconsin State Statute 134.71(8).

**24-0605** Resolution from the Economic Development Committee Approving Consent of Transfer and Waiver of Right of First Refusal for Property at 2105 N. 2nd Street (Thrive Properties, LLC).

**24-0609** Resolution from the Parks and Recreation Committee Approving Contract with Travis Bellman Home and Trail for the 2024 Sylvan Hill Mountain Bike Park Flow Tech Downhill Mountain Bike Trail Addition.

**24-0108** from the Public Health & Safety Committee Resolution Approving Various Licenses as Indicated.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**24-0603**

**06/11/2024**

Motion by Rasmussen, seconded by Watson, to adopt the Joint Resolution from the Infrastructure and Facilities Committee and Plan Commission Accepting dedication of right-of-way at 404 Franklin Street.

Rasmussen stated this is an important component of the plan to expand services at the Landing at the Woodson YMCA to ensure that

active lifestyle activities for seniors exist and continues to be successful. This is the alternative to a previous plan to tear down a building for additional parking at a benefit to both the Landing and additional parking in the downtown area. Rasmussen stated support.

Gisselman stated the larger issue of Forest Street and parking is not what is being voted on but that the Parks and Recreation Committee should investigate the restructuring of the facilities at Yawkey Park in consideration of the plans being put forth. It was stated the neighborhood should be involved with this project in the form of a public forum. Gisselman stated support for this particular item.

Tierney stated concerns with green space being taken away from Yawkey Park as it all ties in together. It was stated that more public input was needed from the neighborhood impacted the most by the change. Tierney stated parks are a tremendous asset for the city and shared concerns on additional costs related to a larger cost to the overall project.

Larson stated support for the Landing and the people it serves, and further stated support for this as a win-win alternative with the neighborhood and the needs of the YMCA.

Kilian stated there are extenuating circumstances to recognize costs associated with this project. It was stated that consideration from the input of the neighborhood should be included.

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

Yes Votes: 9

No Votes: 2

Abstain: 0

Not Voting: 0

Result: PASSED

#### **24-0606**

**06/11/2024**

Motion by Henke, seconded by Lukens, to adopt the Resolution from the Economic Development Committee Approving the Sale of 1717 Arlington Lane by the City of Wausau to Ghidorzi Investment I, LLC.

Kilian stated new information has come to light as a previous statement said the parcel is landlocked when an easement makes this not landlocked. Kilian questioned if, based on an analysis by the City Attorney, the proper procedure for selling this parcel was followed. It was stated that the proper procedure was followed and that the city has a contractual agreement with the developer.

Rasmussen stated there was a significant effort made for a partnership between the development and investment by the city. It was stated the goal was always to be one large buildable area a not to claim a strip for the city to do something different with.

Henke questioned the price of selling land in the business park. A concern was shared that not supporting this sale now will mean a loss of profit for selling this land in the future.

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

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

Motion by Watson, seconded by Rasmussen, to approve Mayor's Appointments of Gary Gisselman to the Capital Improvement Projects Committee; Blake Opal-Wahoske to the Historic Preservation Commission.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**24-0514****06/11/2024**

Motion by Watson, seconded by Rasmussen, to override the vetoed Resolution from the Economic Development Committee Approving the Authorization for Request For Proposal for the North Riverfront Redevelopment Plan.

Rasmussen stated that the city has been redeveloping riverfront parcels for a decade now under an understanding that the city would get a return on investment for public amenities and development for the parcels to return to the tax rolls. It was stated that a delay in planning could mean the TID may underperform and issues in the area are not resolved in a larger plan. Rasmussen stated that the city can not wait five to ten years to come up with a plan just as this TID ends. Rasmussen stated support for the plan as it stands.

Watson stated everyone was working together for the same goals. It was stated that a plan for development would be a valuable tool to help with redevelopment in this area as it helps spend the TID funds generated on public infrastructure to support the development of the area and further outlined the issues a plan could resolve. Watson stated the high opportunity cost of allowing the Economic Development to focus on other work while having a professional come up with a plan for this area as informed by their expertise. It was stated that planning is a key to facilitate these decisions and help drive down the cost of future development.

Neal stated that the vote of the Common Council had historically always been respected. It was stated the riverfront parcels under this request for a plan was much larger in scope than any specific project and that there was no real reason to delay. Neal stated a veto means the city does not want information about the future of this property and surrounding neighborhoods and meant that the land would sit indefinitely with no taxable value to the city. It was stated that if this veto stands, a simple majority of the Common Council is just a speed bump for the Mayor to roll over and not overriding it would abandon a collective duty. Neal stated support for the plan.

McElhaney stated reasons for voting against this proposal in that other needs exist within this TID that the funds could be spent towards instead. A concern was stated with putting money towards hiring consultants while other critical needs may require borrowing to fund.

Gisselman stated support for the plan as an opportunity to take a good look at the riverfront properties in the context of the development that has already been invested in this area. It was stated as part of this plan, the Wausau Water Works Commission would have a better understanding of how the decommissioning of the old water plant would impact the area. Gisselman stated the empty lots at least needs greenery as it is an ugly sight as it currently stands.

Lukens echoed a number of points in favor of the plan and that the cost of this was already approved in the city budget. It was stated that the vote in support was with the clear intent to select a plan. Lukens stated that expertise would need to be brought in with the hiring of a consultant to navigate the challenges this area presents. A number of those challenges were outlined. Lukens stated a plan would protect the city from developments or uses that may be incompatible with public interest for environmental considerations and neighborhood input. Lukens stated support for the plan and to override the veto.

Larson questioned why now was the time for this plan and stated that not much development has occurred in the last few years. It was further questioned why staff members of the Economic Development Department could not become experts to help redevelop this area. Larson stated oppositions to the plan and support of the veto. Larson stated concerns with the remediation of the Wausau Chemical site in the area under a potential plan that is currently unknown.

Henke stated that almost all departments in the city hire consultants and that day-to-day operations within the department is too great for these matters to be handled internally. There was a stated concern as to why businesses would want to invest in the city of Wausau when the city was not willing to invest itself in a plan for this area.

Tierney stated a need for development and further stated a willingness to look at this area for redevelopment in the future. It was stated that there is a duty to grow the tax base but also a duty to do so with restraint of city spending. Tierney stated opposition to the plan at this time.

Watson challenged other members of the Common Council to shadow the Economic Development Department staff to see what duties they take on and see the need for the hiring of consultants. It was stated that a plan would only go up in price thus delaying any further would come at a greater cost in the future.

Lukens stated agreement with the sentiment of delaying the process of developing a plan at a greater cost in the future. It was stated that the other sites that need redevelopment are already ready for buildings when this area in question needs a plan yet. Lukens stated there is a noticeable lack of development and hiring a consultant can provide the expertise to keep development moving.

Rasmussen stated that there is a well-documented housing shortage and that new growth within the TID would include a substantial housing and mixed used development in addition to public uses. It was stated that the city can not even begin to know what is next until a plan estimate is realized. Rasmussen stated there will be a cost to taxpayers for stagnancy and inaction and that the expenditure for this plan should occur while the TID is open.

Kilian stated that the veto was not an attack on the integrity of the Common Council but a consideration of what the people of the city are concerned with and agreed with other members of the Common Council that now is not the time to move this plan along.

Gisselman stated this is an opportunity to look into the future at what could be at the north riverfront. It was stated that if this plan does not move forward now, there may not be a right time to come up with that plan and questioned if there will ever be a time in the city when taxes and city spending will not be an issue.

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

Yes Votes: 7      No Votes: 4      Abstain: 0      Not Voting: 0      Result: FAILED

**23-1109P** **06/11/2024**

Motion by Lukens, seconded by Martens, to adopt the Resolution from the Finance Committee Approving 2024 Budget Modifications - Additional Soil Sampling and Soil Removal for the Riverside Rail Corridor and Park Remediation, BRRRTS # 02-37- 584785.

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

**23-1109Q** **06/11/2024**

Motion by Lukens, seconded by Tierney, to adopt the Resolution from the Finance Committee Approving 2024 Budget Modification – Able Stormwater Lift Station Rehabilitation.

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

**23-1109R** **06/11/2024**

Motion by Lukens, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Approving and Adopting a Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Supplement Existing Lead Line Replacement Study.

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

**24-0607** **06/11/2024**

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Authorizing the Issuance and Sale of Up to \$12,420,999 Water System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**Suspend the Rules**

**06/11/2024**

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

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**03-0311**

**06/11/2024**

Motion by Henke, seconded by Watson, to adopt the Resolution from the Wausau Water Works Commission Reviewing the 2023 Compliance Maintenance Annual Report for the Wastewater Plant.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**19-0409**

**06/11/2024**

Motion by Larson, seconded by Henke, to adopt the Resolution from the Common Council Terminating Liberation & Freedom Committee.

Watson questioned if the current membership and information on the committee was listed publicly. It was stated that the committee was removed from the website as the committee had not met in a number of years and had a number of vacancies yet to be resolved. Watson further questioned why the committee never met. It was stated that the meeting was not convening as a quorum was regularly not being reached to meet. Watson stated there was still value in the committee and suggested a facelift instead of disbanding it altogether. It was stated that there was a stated value in the recent election by the public to hear marginalized voices and disbanding this committee would shy away from that value.

Gisselman stated support for retooling the committee as opposed to disbanding it and stated opposition to the resolution. It was stated that the city should speak against intolerance that has been going on and give voice to marginalized communities within the city. Gisselman stated support for the stated purpose of the committee as it was originally intended.

Neal stated that the original Welcoming and Inclusivity Committee was very active and further stated a greater need now for a committee. Neal stated opposition to the resolution and asked the administration to pick-up the task of doing the outreach needed to carry out the work of the committee. Neal further requested the Mayor endeavor to connect with the community in a focused manner to meet the goal of the committee but rejected the idea of accomplishing this goal within the N2N Committee as it is too broad.

Lukens stated this committee should not go away and should instead be revamped by the Mayor's Office to be reenergized.

Rasmussen stated that this committee has gone through different incarnations and that the current version of the committee grew out of wanting to foster a climate in the city where diverse people would want to live. It was stated that the strategic plan currently states this goal, and that the committee may no longer be an effective vehicle to foster that climate anymore. Rasmussen stated that if the committee continues, it must be focused in its work.

Gisselman stated that the need persists as Marathon County had disbanded its Diversity Affairs Commission while the need remained within the community. It was stated that the city must demonstrate to the community what tolerance looks like.

Martens stated the purpose of the committee was a direct response to marginalized members of the community not feeling heard by the Common Council. It was stated that the committee was needed and wanted to explore if a new committee should be created or if this current committee should be retooled. Martens reiterated the need for an inclusive community even more so now.

| <u>District</u> | <u>Aldersperson</u> | <u>Vote</u> |
|-----------------|---------------------|-------------|
| 1               | Lukens, Carol       | NO          |
| 2               | Martens, Michael    | NO          |
| 3               | Kilian, Terry       | NO          |
| 4               | Neal, Tom           | NO          |
| 5               | Gisselman, Gary     | NO          |
| 6               | McElhaney, Becky    | YES         |
| 7               | Rasmussen, Lisa     | NO          |
| 8               | Watson, Sarah       | NO          |

|    |                |    |
|----|----------------|----|
| 9  | Tierney, Vicki | NO |
| 10 | Larson, Lou    | NO |
| 11 | Henke, Chad    | NO |

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

**08-0917**

**06/11/2024**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving Parking Lot land Lease North First Street Holding Company LLC and First Wausau Tower Parking Stall Lease Agreement for the Properties 520 and 614 N 1st Street – Parking Lot 15.

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

**Adjourn**

**06/11/2024**

Motion by Watson, seconded by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 8:32 p.m.

Doug Diny, Mayor  
Kaitlyn Bernarde, City Clerk

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

**ORDINANCE OF THE PLAN COMMISSION**

Rezoning 1011 N 5<sup>th</sup> St from an MRL-12, Multi-Family Residential-12 to an NMU, Neighborhood Mixed Use.

Committee Action: Approved 5-0.

**Ordinance Number:** 61-4057-732

Fiscal Impact: None.

**File Number:** 24-0703

**Date Introduced:** July 9, 2024

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

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

**now comprising a part of MRL-12, Multi-Family Residential-12 according to the Zoning Ordinance of the City of Wausau is hereby rezoned to NMU, Neighborhood Mixed Use Zoning District.**

Section 2.      This change in zoning shall be designated on the official city zoning map.

Section 3.      All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.      This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Published:

Attest:

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

Attest:

\_\_\_\_\_  
Kaitlyn Bernarde, City Clerk

## PLAN COMMISSION

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Time and Date: The Plan Commission met on Wednesday, May 21, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Sarah Watson, Bruce Bohlken, Eric Lindman, and Andrew Brueggeman.

Members Absent: Lou Larson, and George Borneman.

Staff Present: Brad Lenz, Brian Stahl, Samantha Kulig.

Others Present: Jessica Bretl.

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

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

### **PUBLIC HEARING: 1011 N 5th St, Discussion on rezoning 1011 N 5th St from an MRL-12, Multi-family Residential-12 Zoning District to an NMU, Neighborhood Mixed Use. [The Hagar House]**

---

Mayor Diny opened the public hearing.

Jessica Bretl, executive director and founder of the Hagar House. The Hagar House opened in recent years and has been doing well in their mission. They have acquired the property next to the Hagar House: 1011 N 5<sup>th</sup> St. On that property, there was an old building that was in disrepair. It was recently razed to eliminate safety concerns of the building. Now that it is cleared, Hagar House sees the potential use of the property as a great storage and office space. The Hagar house hopes to rezone it to NMU to utilize it more for commercial use but also keep its current state.

Mayor Diny closed the public hearing.

### **Discussion and possible action on rezoning 1011 N 5th St from an MRL-12, Multi-family Residential-12 Zoning District to an NMU, Neighborhood Mixed Use. [The Hagar House]**

---

Brad Lenz stated that currently the property is MRL-12 and is not ideal due to being a small, odd-shaped lot near the railroad tracks. In the surrounding areas, most properties are zoned as Urban Mixed Use, Neighborhood Mixed Use, or Single-Family Residential. Staff recommends the approval of the rezoning to an NMU.

Motion/second by Bohlken/Brueggeman to approve the rezoning of 1011 N 5<sup>th</sup> St from an MRL-12 to an NMU.



## STAFF REPORT

**To:** Plan Commission  
**Prepared By:** William Hebert, Chief Inspector/Zoning Administrator  
**Date:** May 13, 2024

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### REQUESTED ACTION:

#### Zoning Map Amendment

1011 N 5<sup>th</sup> St

---

|                            |                                                                    |
|----------------------------|--------------------------------------------------------------------|
| <b>LOCATION:</b>           | 1011 N 5 <sup>th</sup> St.                                         |
| <b>APPLICANT:</b>          | Jessica Bretl, Executive Director                                  |
| <b>EXISTING ZONING:</b>    | <b>MRL-12 – Multi-Family Residential</b>                           |
| <b>EXISTING LAND USE:</b>  | Vacant                                                             |
| <b>SIZE OF PARCEL:</b>     | 5800 square feet                                                   |
| <b>REQUESTED ZONING:</b>   | <b>NMU</b>                                                         |
| <b>PURPOSE:</b>            | To allow for an office and storage building supporting Hagar House |
| <b>COMPREHENSIVE PLAN:</b> | This area is mapped as City Center.                                |

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#### **BACKGROUND INFORMATION:**

This property was most recently used as a parking lot to support a business at 915 N 5<sup>th</sup> St. After the Hagar House took ownership, they recently demolished the old storage building at this site. With the property being zoned MRL-12 and being such a small, odd-shaped lot, there is limited use available to the current owners. This site is certainly not ideal for multifamily housing. By changing the zoning to Neighborhood Mixed Use, they would have more options for land use such as an office building with storage or a small retail shop.

#### **AMENDMENTS TO ZONING MAP**

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
  - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
  - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
  - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
  - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

**ADVANCES THE PURPOSES OF THIS CHAPTER (#1)**

This action advances the purpose and intent of the zoning ordinance and applicable rules of Wisconsin DOA and FEMA.

**COMPLIANCE WITH COMPREHENSIVE PLAN (#2)**

Yes, this allows for a mix of small professional development or low-density housing.

**COMPATIBILITY WITH EXISTING NEIGHBORHOOD CHARACTER (#3)**

Yes. The area is a mix of housing, urban and neighborhood mixed use zoning.

**ADDITIONAL FACTORS (#4 c & d)**

MRL-12 zoning is not ideal due to being a small, odd-shaped lot next to train tracks.

**STAFF RECOMMENDATION**

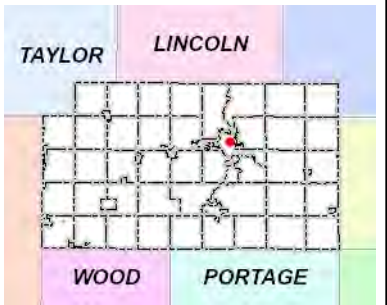
Staff recommends APPROVAL of rezoning from MRL-12 to NMU.

**COMMITTEE ACTION**

Plan Commission may recommend approving or denying the zone change. The request will then proceed to the City Council for final consideration.

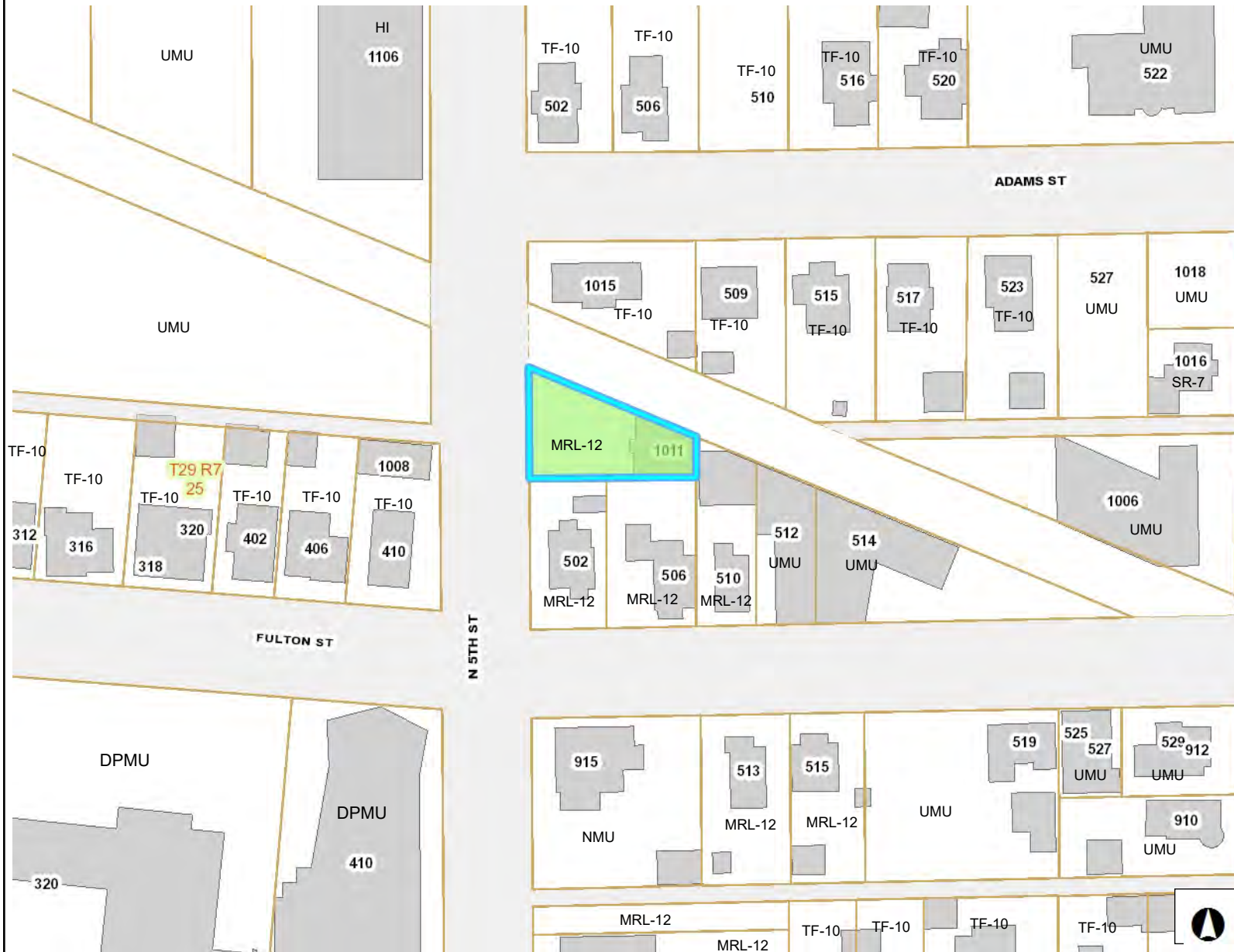


# Land Information Mapping System



## Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Address Points
- Section Lines/Numbers
- Right Of Ways
- County-wide Buildings 2020
- Named Places
- Municipalities



50.00 0 50.00 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**  
**APPLICATION FOR ZONING MAP AMENDMENT**

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): The Hagar House

Primary petitioner's Address (PRINT): 915 N. 5th Street Wausau WI 54403

Primary petitioner's Telephone Number (with Area Code): 715-298-9994

Primary petitioner's representative to contact in case of questions about this petition:

Jessica Bretl

(Name - PRINT)  
410 S. 6th Ave Wausau, WI 54401

(Address - PRINT)  
715-581-0075

(Telephone No. with Area Code)

jess@thehagarhouse.org

Email Address

Names of additional petitioners, if any:

Melissa Cunico- President

(PRINTED Name)

Don Schnedier- Vice President

(PRINTED Name)

(PRINTED Address)

(PRINTED Address)

(Telephone No. / Email Address)

(Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): NONE

Address (PRINT): \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name (PRINT): \_\_\_\_\_

Address (PRINT): \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

3. **ADDRESS(ES)** of property to be rezoned: 1011 N. 5th Street Wausau, WI 54403  
(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: MRL-12  
B. **Proposed** zoning district classification(s) of the land included within the petition: NMU  
C. Existing land uses on land included within the petition: Empty parking lot, recently demoed an old blighted building. 

D. Proposed land use(s) following rezoning: Storage and office space for The Hagar House.

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): For 40+ years the property has only ever been used commercially.   
There has not been a residential structure to warrant a MRL-12 zoning.   
Kinzie Green- Glen Witter rented it to local businesses- Wausau Daily Herald, etc. 
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner:  680aa00a-50d0-4e95-8bf1-fc90bf729ad0 Digitally signed by 680aa00a-50d0-4e95-8bf1-fc90bf729ad0 Date: 2024.04.22 13:59:19 -0500 Date: 4-22-24

***IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO***

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.

Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.

⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

**For City Use Only**

Date received at City Hall: \_\_\_\_\_

Received by: \_\_\_\_\_

Amount submitted with application: \$\_\_\_\_\_ Check Number: \_\_\_\_\_

Month requested for public hearing: \_\_\_\_\_

Requested Common Council meeting date for final approval: \_\_\_\_\_

Notes: \_\_\_\_\_

**JOINT ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE AND  
PLAN COMMISSION**

Amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau - Gilbertson - Poplar Lane).

Committee Action: I&F Approved 4-0                      **Ordinance Number:** 497-01L  
Plan Comm. Approved 5-0

Fiscal Impact: None

**File Number:** 01-1024

**Date Introduced:** July 9, 2024

**WHEREAS**, the Common Council approved annexing territory from the Town of Weston to the City of Wausau owned by Eugene A. and Lois A. Gilbertson located on Poplar Lane on December 11, 2001; and

**WHEREAS**, it has come to the city's attention that the east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance dated December 11, 2001; and

**WHEREAS**, the County GIS will not correct their maps until a correction is made by the City; and

**WHEREAS**, on June 13, 2024, your Infrastructure and Facilities Committee recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane; and

**WHEREAS**, on June 18, 2024, your Plan Commission recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane.

**NOW, THEREFORE**, the Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Eugene A. Gilbertson and Lois A. Gilbertson, sole owners of the land now located in the Town of Weston, Marathon County, Wisconsin, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the 2<sup>nd</sup> Aldermanic District and the 6<sup>th</sup> Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

Doug Diny, Mayor

Attest:

---

Kaitlyn A. Bernarde, Clerk

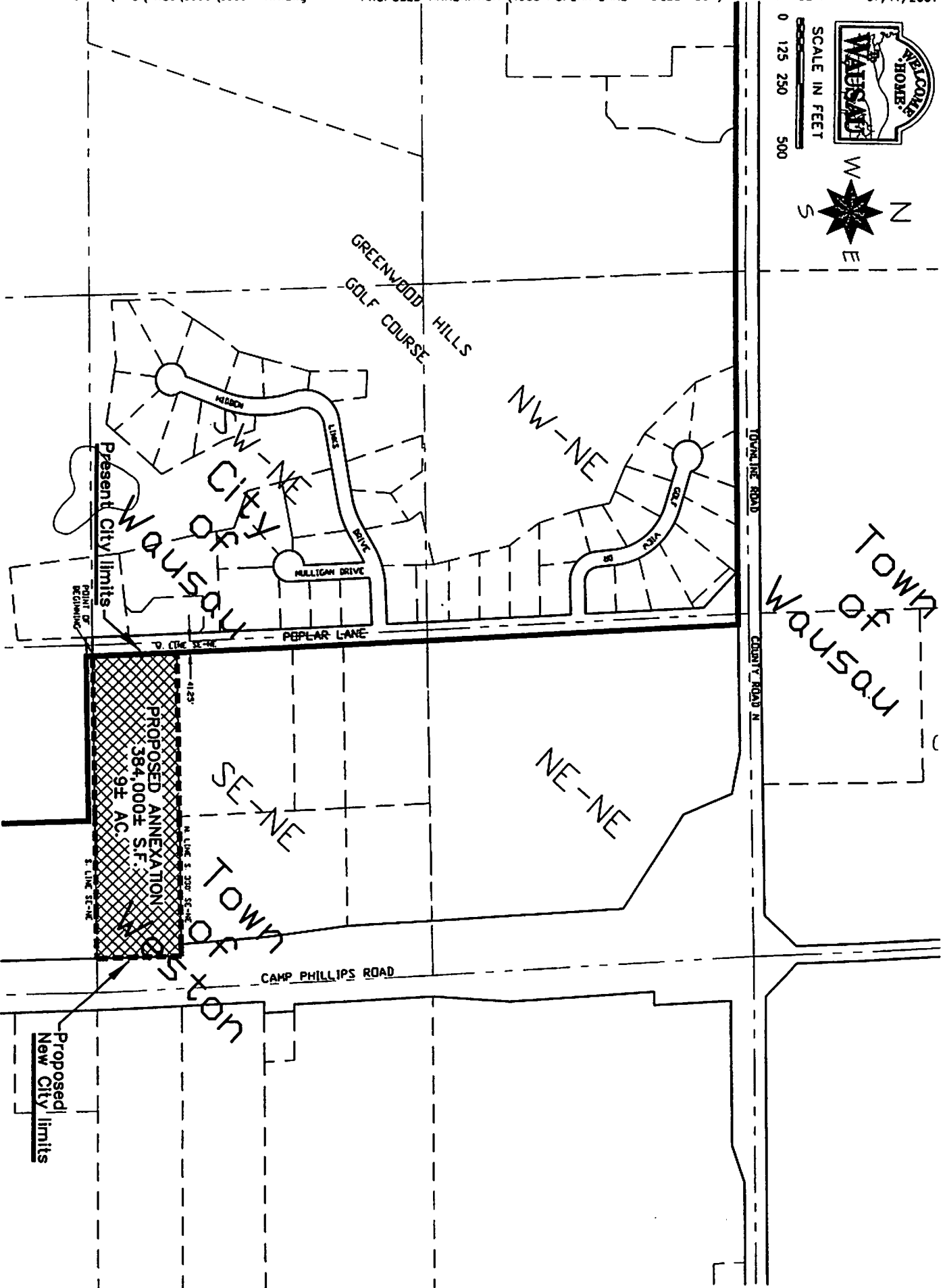
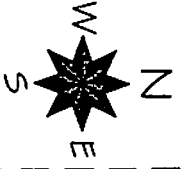
## PROPOSED ANNEXATION

Part of the SE¼ of the NE¼, Section 5, Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of said SE¼ of the NE¼, and the East right-of-way of Poplar Lane, said right-of-way being 24.75 feet East of the West line of said SE¼ of the NE¼, said point also being on the existing boundary of the City of Wausau, the point of beginning;

Thence East, along the South line of said SE¼ of the NE¼, to the Westerly right-of-way of Camp Phillips Road as described in Document No. 1164412 recorded in the office of Register of Deeds of Marathon County; thence Northerly, along said Westerly right-of-way, to the North line of the South 330 feet of said SE¼ of the NE¼; thence West, along said North line, to said East right-of-way of Poplar Lane, also being on said existing boundary of the City of Wausau; thence South, along said East right-of-way and along said existing boundary of the City of Wausau, to said South line of the SE¼ of the NE¼, the point of beginning.

SCALE IN FEET  
0 125 250 500



## INFRASTRUCTURE AND FACILITIES COMMITTEE

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Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau – Gilbertson – Poplar Lane)**

---

Martens moved to approve. Seconded by Neal and the motion passed 4-0.

## PLAN COMMISSION

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Time and Date: The Plan Commission met on Tuesday, June 18, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Andrew Brueggeman, George Bornemann.

Staff Present: William Hebert, Tara Alfonso, Andrew Lynch, Samantha Kulig, Brooke Mueller.

Others Present: N/A

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

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

### **Discussion and possible action on amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau - Gilbertson - Poplar Lane)**

---

Mayor Doug Diny stated that this is a similar issue as the previous discussion only regarding a different location.

Motion by Andrew Brueggeman and seconded by George Borneman. Motion approved unanimously.

Agenda Item No.

11

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES***

***COMMITTEE – June 13, 2024***

**AGENDA ITEM**

Discussion and possible action on amending annexation ordinance no. 497-01L (annexing territory from the Town of Weston to the City of Wausau – Gilbertson – Poplar Lane)

**BACKGROUND**

It has been brought to the city's attention by the County that the legal description for the subject annexation is in error. The east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance.

**FISCAL IMPACT**

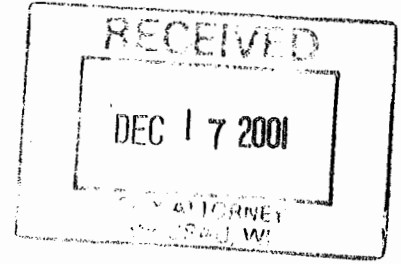
None.

**STAFF RECOMMENDATION**

Staff recommends approving the amended ordinance.

Staff contact: Allen Wesolowski 715-261-6762

CITY OF WAUSAU  
407 GRANT STREET  
WAUSAU WI 54403-4783



AN ORDINANCE OF THE CAPITAL  
IMPROVEMENTS & STREET MAINTENANCE  
COMMITTEE AND THE PLAN COMMISSION

Annexing territory from the Town of Weston to the City  
of Wausau

(Gilbertson—Poplar Lane)

Committee/Commission CISM 4-0 Approval  
Action: Plan Comm. 5-0 Approval

FILE NO.

01-1024

Ordinance No. 497-01L

Introduced 12/11/01

Council Action:

Referred

Reported  
Back

Adopted DEC 11 2001

Denied

Other:

AN ORDINANCE

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Eugene A. Gilbertson and Lois A. Gilberston, sole owners of the land now located in the Town of Weston, Marathon County, Wisconsin, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the 2 Aldermanic District and the 4 Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted: 12/11/01

Approved: 12/12/01

Published: 12/19/01

Attest: 12/12/01

Approved:

  
Linda Lawrence, Mayor

Attest:

  
Kelly Michaels-Saager, Clerk

PROPOSED ANNEXATION  
082-2808-051-0994

Part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 5, Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , and the East right-of-way of Poplar Lane, said right-of-way being 41.25 feet East of the West line of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , said point also being on the existing boundary of the City of Wausau, the point of beginning;

Thence East, along the South line of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , to the Westerly right-of-way of Camp Phillips Road as described in Document No. 1164412 recorded in the office of Register of Deeds of Marathon County; thence Northerly, along said Westerly right-of-way, to the North line of the South 330 feet of said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; thence West, along said North line, to said East right-of-way of Poplar Lane, also being on said existing boundary of the City of Wausau; thence South, along said East right-of-way and along said existing boundary of the City of Wausau, to said South line of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the point of beginning.

Gilbertson

cjs

07/11/2001

P.R. NIKOLAI

DWG FILE NAME: H:\DWG\PROJ\0399\0399-ANN.dwg

PROPOSED ANNEXATION (1905 POPLAR LANE -- GILBERTSON)



SCALE IN FEET

0 125 250 500



Town of Wausau

TOWNLINE ROAD

COUNTY ROAD N

NW-NE  
GOLF VIEW  
DRIVE

NE-NE

GREENWOOD HILLS  
GOLF COURSE

LINKS  
DRIVE

MULLIGAN DRIVE

POPLAR LANE

CAMP PHILLIPS ROAD

City of Wausau

SE-NE

Town of Weston

PROPOSED ANNEXATION  
384,000± S.F.  
9± AC.

Present City limits

POINT OF BEGINNING

Proposed New City limits

**JOINT ORDINANCE OF THE INFRASTRUCTURE AND FACILITIES  
COMMITTEE AND PLAN COMMISSION**

Amending annexation ordinance no. 497-93E (annexing territory from the Town of Weston to the City of Wausau – Greenwood Hills).

Committee Action: I&F Approved 4-0  
Plan Comm. Approved 5-0

**Ordinance Number:** 497-93E

Fiscal Impact: None

**File Number:** 93-0918

**Date Introduced:** July 9, 2024

**WHEREAS**, the Common Council approved annexing territory from the Town of Weston to the City of Wausau for direct annexation signed by William M. Greenwood, Secretary of Greenwood Hills Corp.; Gerald R. Meuret and Delores D. Meuret for the Meuret Trust; Charles J. Meuret; Patrick W. Bogan; Claude G. Steckbauer; DeAnn R. Steckbauer; Joyce Schuld; and Leo A. Schuld as shown on the attached map on October 7, 1993; and

**WHEREAS**, it has come to the city's attention that the east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance dated October 7, 1993; and

**WHEREAS**, the County GIS will not correct their maps until a correction is made by the City; and

**WHEREAS**, on June 13, 2024, your Infrastructure and Facilities Committee recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane; and

**WHEREAS**, on June 18, 2024, your Plan Commission recommended amending the annexation ordinance to reflect the correct footage on Poplar Lane.

**NOW, THEREFORE**, the Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by William M. Greenwood, Secretary of Greenwood Hills Corp.; Gerald R. Meuret and Delores D. Meuret for the Meuret Trust; Charles J. Meuret; Patrick W. Bogan; Claude G. Steckbauer; DeAnn R. Steckbauer; Joyce Schuld; and Leo A. Schuld,, constituting 100 percent of the electors within and 100 percent of the owners of the land now located in the Town of Weston, Marathon County, Wisconsin, residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED LEGAL DESCRIPTION

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the First Aldermanic District and the Second Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

Doug Diny, Mayor

Attest:

---

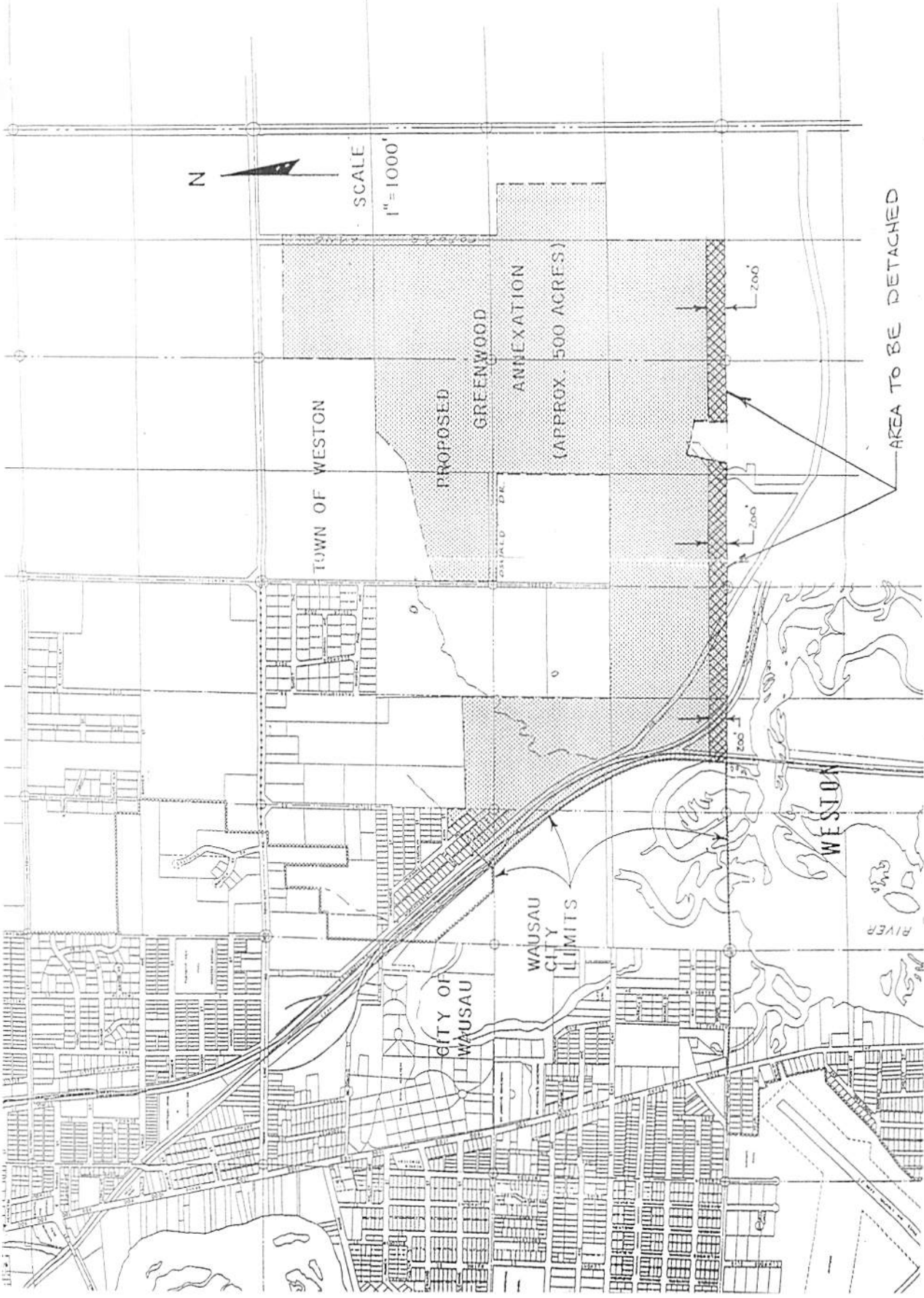
Kaitlyn A. Bernarde, Clerk

## GREENWOOD ANNEXATION

A parcel of land comprised of the SW1/4 of the NE1/4, the NW1/4 of the SE1/4, the SW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the SW1/4, the SW1/4 of the SW1/4, part of the NE1/4 of the SE1/4, part of the NW1/4 of the NE1/4, part of the NE1/4 of the NE1/4, part of the SE1/4 of the NE1/4, part of the SE1/4 of the NW1/4, part of the SW1/4 of the NW1/4, and part of the NW1/4 of the SW1/4, in Section 5, the SE1/4 of the SE1/4, part of the SW1/4 of the NE1/4, part of the NW1/4 of the SE1/4, part of the SW1/4 of the SE1/4, part of the S1/2 of the NW fractional 1/4, and part of the N1/2 of the SW fractional 1/4, in Section 6, all in Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

Beginning at the intersection of the South line of said Section 6 and the Westerly right-of-way line of the Wisconsin Central Railroad; thence East to the Southeast corner of said Section 6; thence East along the South line of said Section 5, to a point 1138.32 feet West of the South 1/4 corner of said Section 5; thence N15°00'00"E, 424.60 feet; thence S78°00'00"E, 404.60 feet; thence S8°00'00"W, 329.10 feet to a point on the South line of the said SE1/4 of the SW1/4 of said Section 5; thence East to the South 1/4 corner of said Section 5; thence East to the Southeast corner of the said SW1/4 of the SE1/4; thence North to the Southwest corner of the West1/2 of the said NE1/4 of the SE1/4 of Section 5; thence East to the Southeast corner of the said West 1/2; thence North along the East line of the said West1/2 to a point 24.75 feet South of the Northeast corner of the said West1/2; thence West parallel with the North line of the said West1/2 to a point 24.75 feet East of the West line of the said West1/2; thence North, parallel with the West line of the said West1/2 to the South line of the said SE1/4 of the NE1/4 of Section 5; thence North parallel with the West lines of the said SE1/4 and the said NE1/4 of the NE1/4 of Section 5, to a point 200.00 feet South of the South right-of-way line of County Trunk Highway "N"; thence West, parallel with the said South right-of-way line, to the West line of the said NW1/4 of the NE1/4 of Section 5; thence South to the Southwest corner of the said NW1/4; thence S89°46'38"W along the North line of the said SE1/4 of the NW1/4 of Section 5, and also being on the South line of the parcel shown and described on Certified Survey Map Number 6095 recorded in Volume 22 of Marathon County Certified Survey Maps on page 173, 923.87 feet; thence S36°57'20"W, 558.09 feet; thence S73°54'51"W, 841.61 feet;

thence S81°56'22"W, 548.57 feet to the East right-of-way line of Hawthorne Lane; thence South along the said East right-of-way line, to the South right-of-way line of Oswald Road; thence East along the said South right-of-way line, to the East line of the said NW1/4 of the SW1/4 of Section 5; thence South to the Southeast corner of the said NW1/4; thence West to the Southwest corner of the said NW1/4; thence West to the Southeast corner of the said NW1/4 of the SE1/4 of Section 6; thence North to the Northeast corner of the said NW1/4; thence North along the East line of the said SW1/4 of the NE1/4 of Section 6, to the Northeast corner of Lot 1 of Certified Survey Map Number 5048 recorded in Volume 18 of Marathon County Certified Survey Maps on page 216; thence N89°33'25"W, parallel with the South line of the said SW1/4, to the West line of the said SW1/4; thence North along the West line of the said SW1/4, to the Northeast corner of Lot 9, Block 4, of Spencer and Willard's Plat of Wausau Junction; thence West to the Northwest corner of said Lot 9; thence Southeast to the most Northerly corner of Lot 7, of said Block 4; thence Southwesterly along the Northwesterly line of said Lot 7 and its extension, to a point on the Northeasterly line of Block 5, of "Spencer and Willard's Plat of Wausau Junction"; thence Northwesterly to the most Northerly corner of Lot 24 of said Block 5; thence Southwesterly along the Northwesterly lines of Lot 24 and Lot 5 of said Block 5 and their extension, to the Southwesterly right-of-way line of the Wisconsin Central Railroad; thence Southeasterly along said right-of-way, to the point of beginning.



N

SCALE

1" = 1000'

TOWN OF WESTON

PROPOSED  
GREENWOOD  
ANNEXATION  
(APPROX. 500 ACRES)

D.E. ROAD

CITY OF  
WAUSAU

WAUSAU  
CITY  
LIMITS

WESTON

RIVER

AREA TO BE DETACHED

200'

200'

200'

## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on amending annexation ordinance no. 497-93E (annexing territory from the Town of Weston to the City of Wausau – Greenwood Hills)**

This is to correct the measurements of the annexation. The east right-of-way is 24.75 feet and not 41.25 feet. The County will not correct the map until this is done. Wesolowski noted that it would be detaching part of what is now connected to the City. Lindman further explained that the annexation was recorded as 41.25 feet. The actual footage is 24.75. This would make that correction to accurately describe the property. Martens asked if we would have to reannex the sliver that will be detached. Lindman explained that annexations usually come from the owners. If the property owner wanted to annex the piece that will now be detached, they could apply to do so.

Larson moved to approve. Seconded by Martens and the motion passed 4-0.

## PLAN COMMISSION

---

Time and Date: The Plan Commission met on Tuesday, June 18, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Andrew Brueggeman, George Bornemann.

Staff Present: William Hebert, Tara Alfonso, Andrew Lynch, Samantha Kulig, Brooke Mueller.

Others Present: N/A

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

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

### **Discussion and possible action on amending annexation ordinance no. 497-93E (annexing territory from the Town of Weston to the City of Wausau - Greenwood Hills)**

---

Eric Lindman and Tara Alfonso gave an update stating that Attorney Anne Jacobson worked on this and noticed that the road was not as wide as the legal description stated. The Department of Administration stated that amending would be the best option. This amendment would only consist of adjusting the documentation due to inaccurate annexation coordinates or typographical error. This update would only affect the clerical aspect and would have no fiscal considerations.

Motion by Andrew Brueggeman and seconded by Alderperson Sarah Watson. Motion approved unanimously.

Agenda Item No.

10

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES***

***COMMITTEE – June 13, 2024***

**AGENDA ITEM**

Discussion and possible action on amending annexation ordinance no. 497-93E (annexing territory from Town of Weston to City of Wausau – Greenwood Hills)

**BACKGROUND**

It has been brought to the city’s attention by the County that the legal description for the subject annexation is in error. The east right-of-way of Poplar Lane is actually 24.75 feet and not 41.25 feet as recorded in the legal description of the annexation ordinance.

**FISCAL IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends approving the amended ordinance.

Staff contact: Allen Wesolowski 715-261-6762

*Attorney*

# CITY OF WAUSAU

407 Grant Street  
Wausau, WI 54401-4783

AN ORDINANCE: Capital Improvements & Street  
Maintenance and Plan Commission

Re: Annexing territory from the Town of Weston to the City  
of Wausau

(Greenwood Hills)

|               |         |
|---------------|---------|
| FILE NO.      | 93-0918 |
| Ordinance No. | 497-93E |
| Introduced    | 10/7/93 |
| Referred      |         |
| Adopted       | 10/7/93 |
| Other         |         |

Committee/Commission Action

RECEIVED

OCT 12 1993

CITY ATTORNEY  
WAUSAU, WIS.

## AN ORDINANCE

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by William M. Greenwood, Secretary of Greenwood Hills Corp.; Gerald R. Meuret and Delores D. Meuret for the Meuret Trust; Charles J. Meuret; Patrick W. Bogan; Claude G. Steckbauer; DeAnn R. Steckbauer; Joyce Schuld; and Leo A. Schuld, constituting 100 percent of the electors within and 100 percent of the owners of the land now located in the Town of Weston, Marathon County, Wisconsin, residing therein, the following described land is hereby annexed to the City of Wausau:

SEE ATTACHED LEGAL DESCRIPTION

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and of the D.C. Everest Area School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.020, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District. The territory described in Section 1 of this ordinance is hereby made a part of the First Aldermanic District and the Second Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

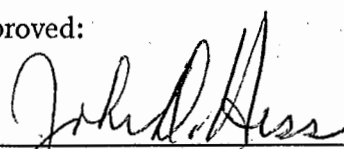
Section 5. The State of Wisconsin, Department of Development, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this

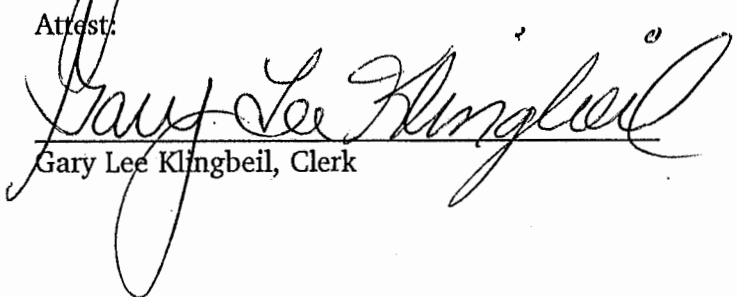
ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Approved:

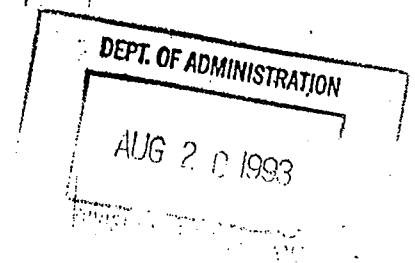
  
\_\_\_\_\_  
John D. Hess, Mayor

Attest:

  
\_\_\_\_\_  
Gary Lee Klingbeil, Clerk

Adopted: 10/07/93  
Approved: 10/08/93  
Published: 10/13/93  
Attest: 10/08/93

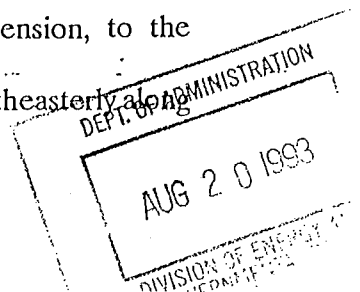
## GREENWOOD ANNEXATION



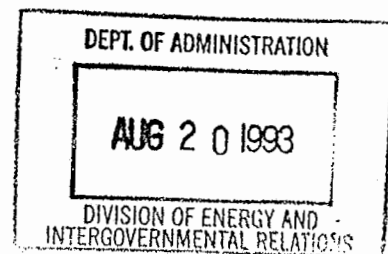
A parcel of land comprised of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , part of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , part of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , part of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , part of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , part of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and part of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , in Section 5, the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , part of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , part of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , part of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , part of the S $\frac{1}{2}$  of the NW fractional  $\frac{1}{4}$ , and part of the N $\frac{1}{2}$  of the SW fractional  $\frac{1}{4}$ , in Section 6, all in Township 28 North, Range 8 East, Town of Weston, Marathon County, Wisconsin, described as follows:

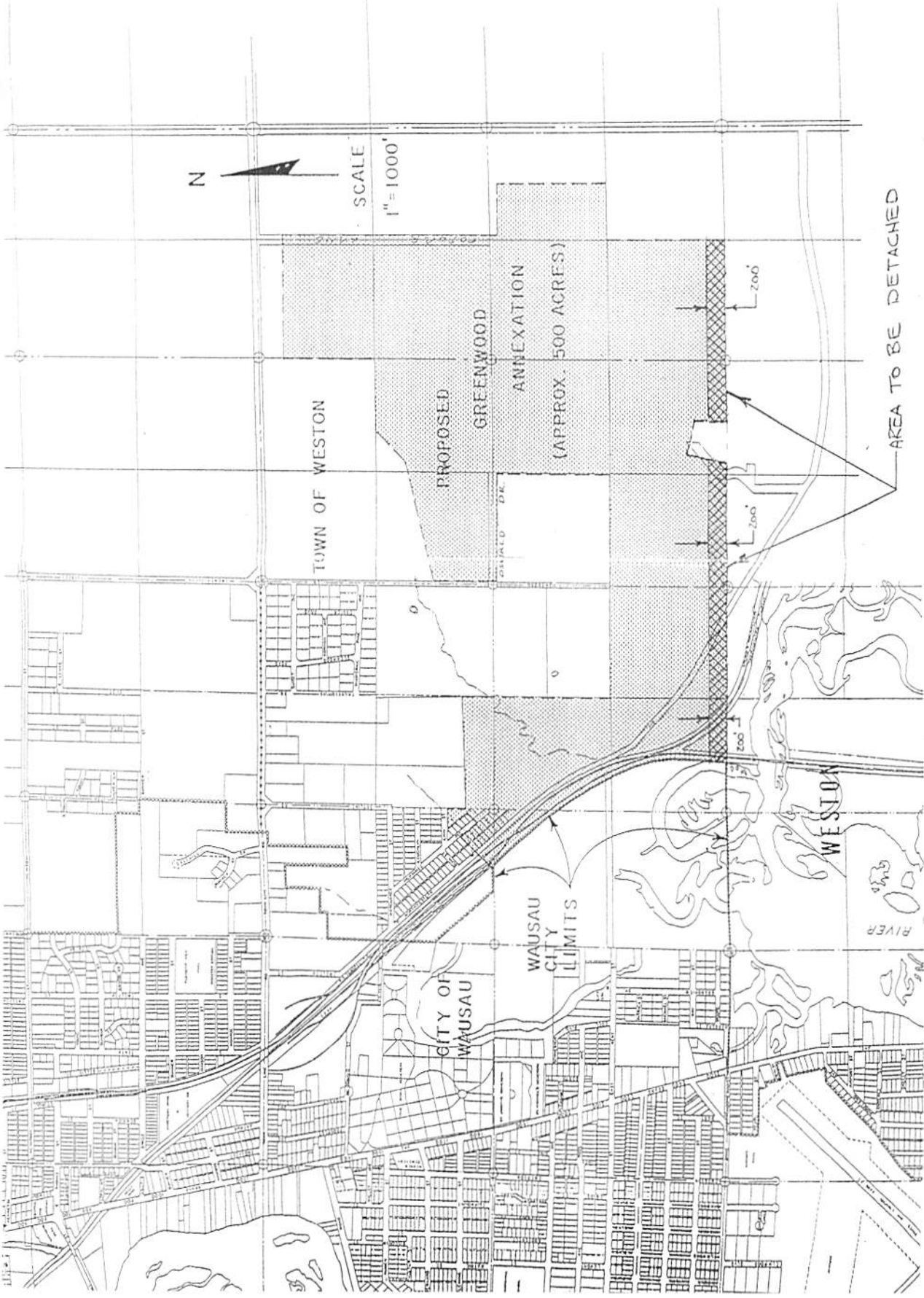
Beginning at the intersection of the South line of said Section 6 and the Westerly right-of-way line of the Wisconsin Central Railroad; thence East to the Southeast corner of said Section 6; thence East along the South line of said Section 5, to a point 1138.32 feet West of the South  $\frac{1}{4}$  corner of said Section 5; thence N15°00'00"E, 424.60 feet; thence S78°00'00"E, 404.60 feet; thence S8°00'00"W, 329.10 feet to a point on the South line of the said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 5; thence East to the South  $\frac{1}{4}$  corner of said Section 5; thence East to the Southeast corner of the said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence North to the Southwest corner of the West $\frac{1}{2}$  of the said NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 5; thence East to the Southeast corner of the said West  $\frac{1}{2}$ ; thence North along the East line of the said West $\frac{1}{2}$  to a point 24.75 feet South of the Northeast corner of the said West $\frac{1}{2}$ ; thence West parallel with the North line of the said West $\frac{1}{2}$  to a point 41.25 feet East of the West line of the said West $\frac{1}{2}$ ; thence North, parallel with the West line of the said West $\frac{1}{2}$  to the South line of the said SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 5; thence North parallel with the West lines of the said SE $\frac{1}{4}$  and the said

NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 5, to a point 200.00 feet South of the South right-of-way line of County Trunk Highway "N"; thence West, parallel with the said South right-of-way line, to the West line of the said NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 5; thence South to the Southwest corner of the said NW $\frac{1}{4}$ ; thence S89°46'38"W along the North line of the said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 5, and also being on the South line of the parcel shown and described on Certified Survey Map Number 6095 recorded in Volume 22 of Marathon County Certified Survey Maps on page 173, 923.87 feet; thence S36°57'20"W, 558.09 feet; thence S73°54'51"W, 841.61 feet; thence S81°56'22"W, 548.57 feet to the East right-of-way line of Hawthorne Lane; thence South along the said East right-of-way line, to the South right-of-way line of Oswald Road; thence East along the said South right-of-way line, to the East line of the said NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 5; thence South to the Southeast corner of the said NW $\frac{1}{4}$ ; thence West to the Southwest corner of the said NW $\frac{1}{4}$ ; thence West to the Southeast corner of the said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6; thence North to the Northeast corner of the said NW $\frac{1}{4}$ ; thence North along the East line of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 6, to the Northeast corner of Lot 1 of Certified Survey Map Number 5048 recorded in Volume 18 of Marathon County Certified Survey Maps on page 216; thence N89°33'25"W, parallel with the South line of the said SW $\frac{1}{4}$ , to the West line of the said SW $\frac{1}{4}$ ; thence North along the West line of the said SW $\frac{1}{4}$ , to the Northeast corner of Lot 9, Block 4, of Spencer and Willard's Plat of Wausau Junction; thence West to the Northwest corner of said Lot 9; thence Southeast to the most Northerly corner of Lot 7, of said Block 4; thence Southwesterly along the Northwesterly line of said Lot 7 and its extension, to a point on the Northeasterly line of Block 5, of "Spencer and Willard's Plat of Wausau Junction"; thence Northwesterly to the most Northerly corner of Lot 24 of said Block 5; thence Southwesterly along the Northwesterly lines of Lot 24 and Lot 5 of said Block 5 and their extension, to the Southwesterly right-of-way line of the Wisconsin Central Railroad; thence Southeasterly along



said right-of-way, to the point of beginning.





## FINAL RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE AND PLAN COMMISSION

Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11<sup>th</sup> Street on plat H. B. Huntington's Addition to the City of Wausau, Document No. 167682)

Committee Action: I&F Approved 4-0  
Plan Commission Approved 5-0

Fiscal Impact: None

File Number: 24-0406

Date Introduced: July 9, 2024

### FISCAL IMPACT SUMMARY

|               |                                                                                                                                                                                                 |                                                                     |                                                                           |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                                                           |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                                                     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                                                           |

## RESOLUTION

**WHEREAS**, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on April 9, 2024 at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

**WHEREAS**, the above legally described right-of-way is further depicted on Exhibit 1 attached hereto; and

**WHEREAS**, a public hearing on the passage of such resolution was set by the Common Council for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 13th day of June, 2024, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

**WHEREAS**, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

**WHEREAS**, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

**WHEREAS**, your Infrastructure and Facilities Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed portion of street be vacated and discontinued; and

**WHEREAS**, said portion of the street upon being vacated and discontinued shall revert in accordance with Wis. Stat. §66.1005(1); and

**WHEREAS**, Wisconsin Public Service Corporation has requested that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities; and

**WHEREAS**, Frontier North, Inc. may request that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities.

**BE IT RESOLVED** by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities of any and all permanent easement and ingress and egress rights deemed necessary by them.

**BE IT FURTHER RESOLVED** the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of street being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as storm sewer and electrical.

**BE IT FURTHER RESOLVED** that the proper City officials are hereby authorized and directed to execute an easement to Wisconsin Public Service Corporation and Frontier North, Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that these entities shall have until August 12, 2024, to get these easements recorded.

**BE IT FURTHER RESOLVED**, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than August 12, 2024, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

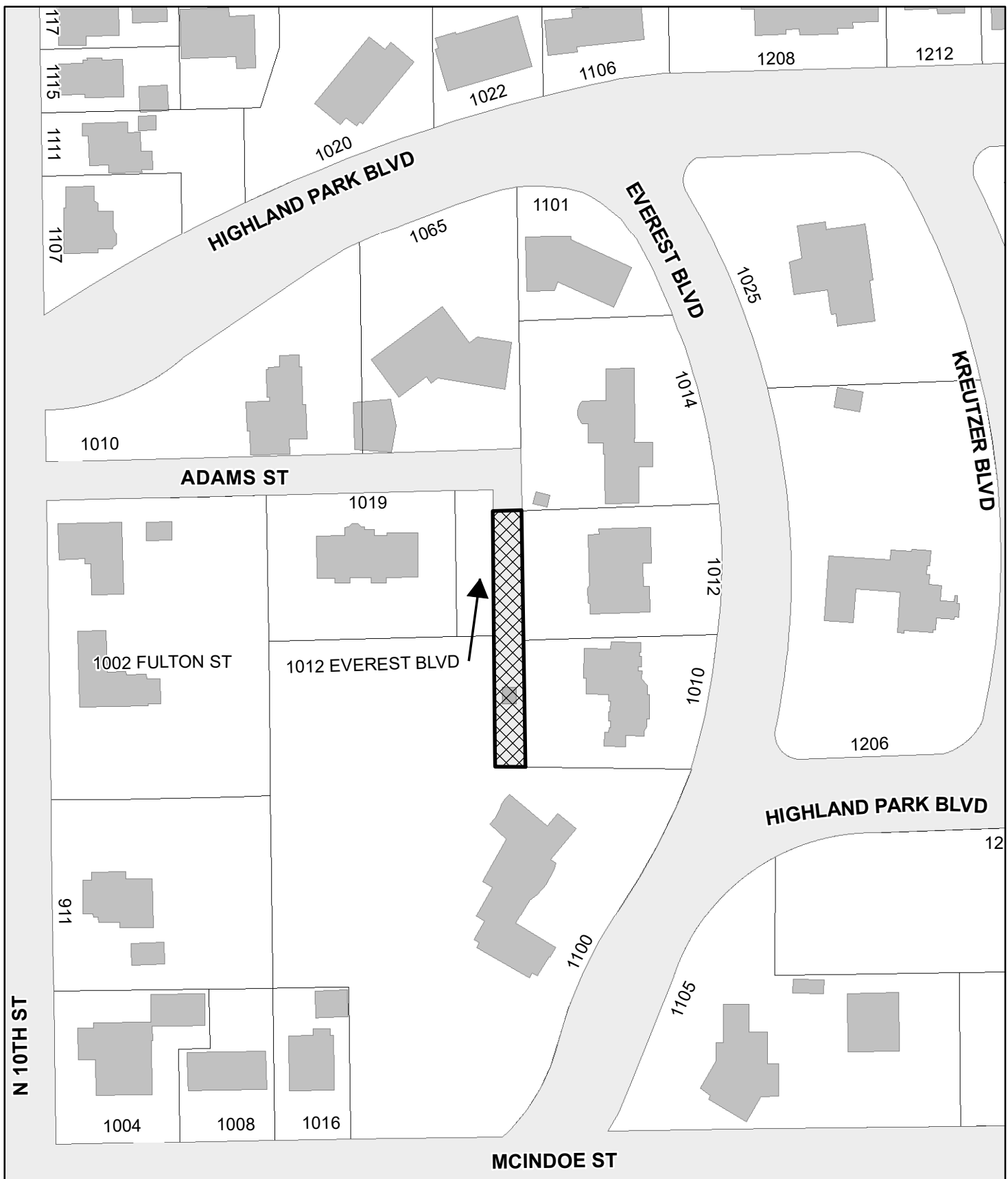
Approved:

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Doug Diny, Mayor

Part of the N. 11<sup>th</sup> Street right-of-way lying Easterly of and adjacent to Block 1, H. B. Huntington's Addition, being part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of said N. 11<sup>th</sup> Street right-of-way lying Southerly of a line 100 feet Northerly of and parallel with the South line of Lot 4, Block 1, Highland Park Addition, said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , extended Westerly, and lying Northerly of the right-of-way previously vacated by the Resolution recorded as Document No. 446312 in the Office of Register of Deeds for Marathon County in Volume 381 of Deeds on Page 489, the Northerly extents of said vacation being a line running Westerly from the Northwest corner of Lot 6, Block 1, said Highland Park Addition.



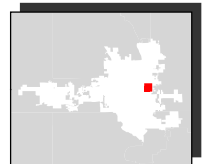
Map Date: March 21, 2024

City of Wausau  
Marathon County Wisconsin

0 100 200 Feet

- Existing Right-of-Way
- Existing Building Footprints
- Proposed Vacation

Map Location



## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

---

**Public Hearing: Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11<sup>th</sup> Street on plat H.B. Huntington's Addition to the City of Wausau, Document No. 167682)**

---

Mark Dolenshek has lived at 1012 Everest Boulevard for 18 years. What at one time was envisioned as 11<sup>th</sup> Street never materialized and it bisects his property. They own property east and west of the area. Dr. Aschbrenner has the rest of the property. A few years ago they had a neighbor that was making an issue with this piece of land; however, that neighbor has since moved. Dolenshek thought it would be wise to put this to rest.

Mathew Aschbrenner, 1100 Highland Park Boulevard, explained that during the controversy a couple of years ago, an easement was granted to him. The easement is fine, but he thinks the vacation would eliminate all confusion as to ownership of the property. The City owns it now, but for the last 20 to 30 years it has been managed by Dolenshek and Aschbrenner. If you were to go to this area, you would not expect it to be anything but the property owner's land. Aschbrenner put a structure on it a number of years ago, it is fully landscaped, and is essentially a part of their yards. They would like to vacate it so the ownership goes to the people it abuts to.

There were no further comments and the public hearing was closed.

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**Discussion and possible action on vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11<sup>th</sup> Street on plat H.B. Huntington's Addition to the City of Wausau, Document No. 167682)**

---

Neal moved to accept the request for vacating the described property. Seconded by Larson.

Alfonso did speak with the City Surveyor. As far as reversion of title for a highway or street, the land may not revert to both properties. It may all revert to Aschbrenner. The City Surveyor pulled the plats. One plat is from 1915 when the west lot was platted. At that time, it looks like the 11<sup>th</sup> Street parcel belonged to the parcel to the east. In 1925 the other parcel was platted. The statute indicates if the highway or public ground is located between the lands of different owners, it shall be annexed to the lots to which it originally belonged if that can be ascertained. It may all go to Aschbrenner. The City will maintain an easement for the sanitary sewer line.

There being a motion and second, motion to accept the request for vacating the described property passed 4-0.

## PLAN COMMISSION

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Time and Date: The Plan Commission met on Tuesday, June 18, 2024, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Andrew Brueggeman, George Bornemann.

Staff Present: William Hebert, Tara Alfonso, Andrew Lynch, Samantha Kulig, Brooke Mueller.

Others Present: N/A

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

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

**Discussion and possible action on vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Blvd (that portion known as N 11th St on plat H.B. Huntington's Addition to the City of Wausau Document No. 167682.)**

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George Borneman asked about a structure that is shown on the image, Eric Lindman answered that there was an easement granted in years prior for that structure.

Motion by Andrew Brueggeman and seconded by George Borneman. Motion approved unanimously.

Agenda Item No.

2 & 3

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES**

**COMMITTEE – June 13, 2024**

**AGENDA ITEM**

#2 – Public Hearing: Vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11<sup>th</sup> Street on plat H.B. Huntington’s Addition to the City of Wausau, Document No. 167682)

#3 – Discussion and possible action on vacating and discontinuing a portion of right-of-way south of Adams Street abutting 1010 and 1012 Everest Boulevard and 1100 Highland Park Boulevard (that portion known as N. 11<sup>th</sup> Street on plat H.B. Huntington’s Addition to the City of Wausau, Document No. 167682)

**BACKGROUND**

A petition was received to vacate the portion of right-of-way as depicted on the attached map. The public hearing will allow for testimony of the matter.

**FISCAL IMPACT**

Minimal, if vacated additional land will go on tax rolls.

**STAFF RECOMMENDATION**

Staff recommends approving vacating this right-of-way if no significant objection is presented during the public hearing.

Staff contact: Allen Wesolowski 715-261-6762

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

**ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE**

Amending Section 10.20.080(a) designating no parking on the north side of Norton Street beginning 135 feet east of N. 1<sup>st</sup> Avenue extending to 150 feet east of N. 1<sup>st</sup> Avenue

Committee Action: Approved 4-0

**Ordinance Number:**

Fiscal Impact: Minimal cost to install signs

**File Number:** 24-0711

**Date Introduced:** July 9, 2024

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 as follows:

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

...

**Norton Street**

- North side of Norton Street beginning 135 feet east of N. 1<sup>st</sup> Avenue extending to 150 feet east of N. 1<sup>st</sup> Avenue

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:

\_\_\_\_\_  
Doug Diny, Mayor

Attest:

\_\_\_\_\_  
Kaitlyn A. Bernarde, City Clerk

## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on parking restrictions on Norton Street east of North 1<sup>st</sup> Avenue**

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Wesolowski was contacted by UMR who requested no parking in front of their sprinkler system hookup. They met with the Fire Department and the Fire Department felt it was a good idea.

Neal moved to approve. Seconded by Larson and the motion passed 4-0.

Agenda Item No.

5

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES***

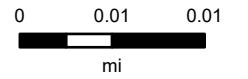
***COMMITTEE – June 13, 2024***

| AGENDA ITEM                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Discussion and possible action on parking restrictions on Norton Street east of North 1 <sup>st</sup> Avenue                                                                                                    |
| BACKGROUND                                                                                                                                                                                                      |
| Management at 115 West Wausau Avenue has requested ‘No Parking’ be posted on Norton Street in the area near their sprinkler system hook up. See the attached photo for the location of the fire system hook up. |
| FISCAL IMPACT                                                                                                                                                                                                   |
| Minimal, installing signs.                                                                                                                                                                                      |
| STAFF RECOMMENDATION                                                                                                                                                                                            |
| Staff recommends approving the parking restriction.                                                                                                                                                             |
| Staff contact: Allen Wesolowski 715-261-6762                                                                                                                                                                    |

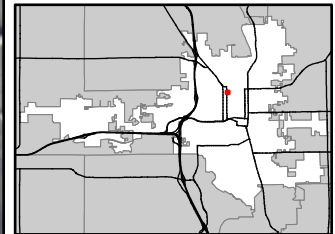
# ArcGIS Web Map

City of Wausau / DPW

Date: 6/6/2024

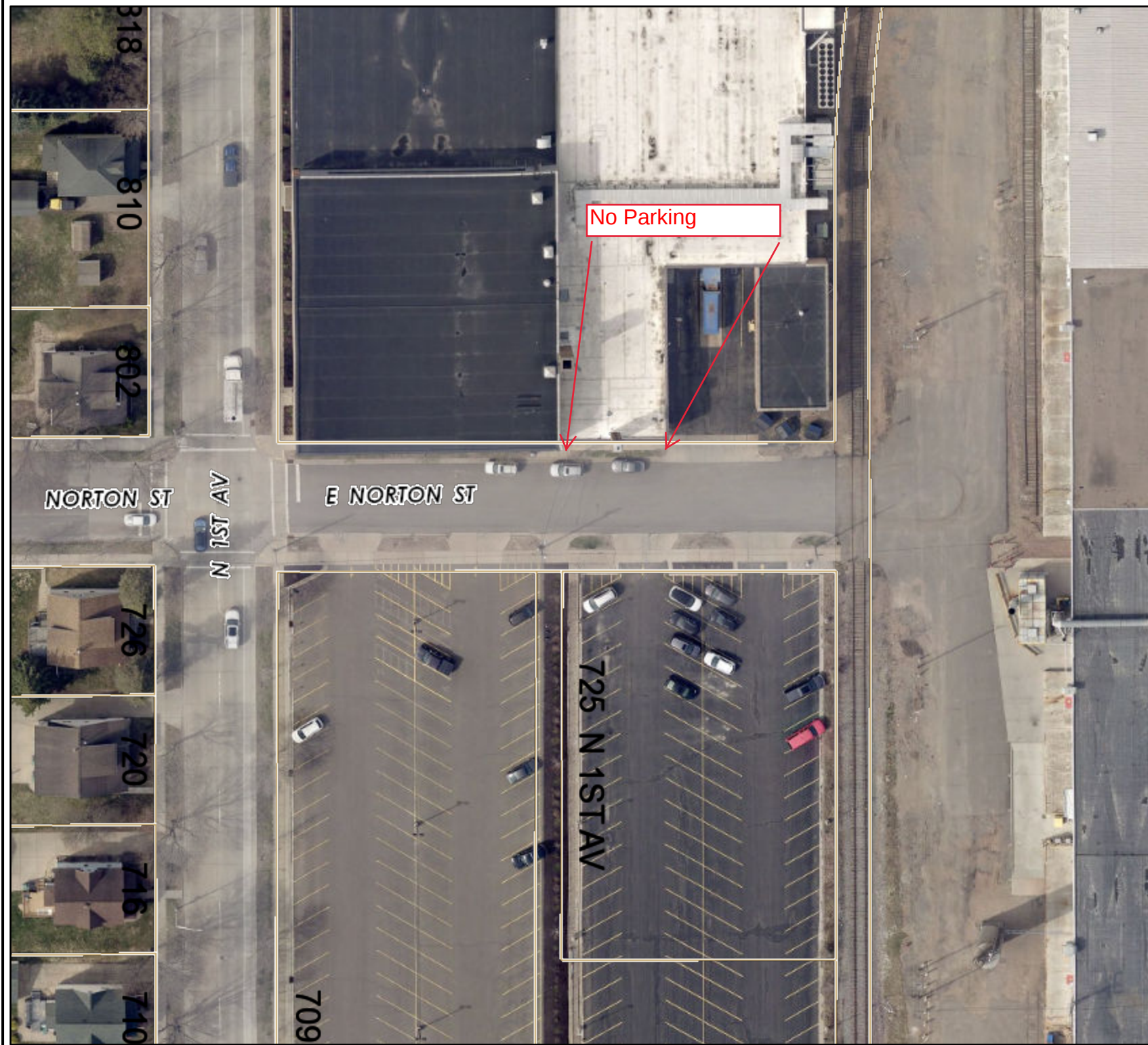


- Right Of Way
- Parcel



## NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
[www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)



Google Maps 6 Norton St

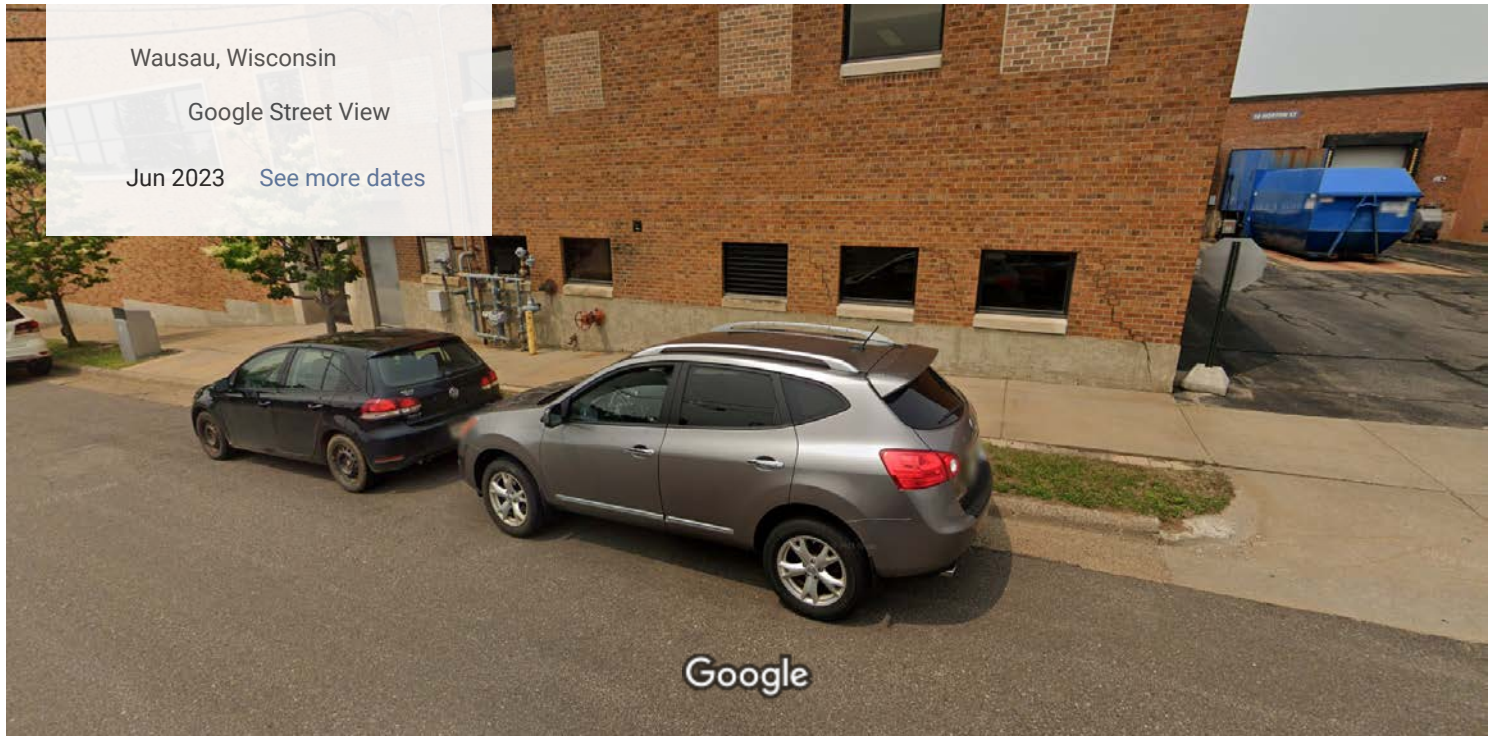


Image capture: Jun 2023 © 2024 Google



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

**ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE**

Amending Section 10.20.080(a) designating no parking on the west side of Stettin Drive from Stewart Avenue to S. 44<sup>th</sup> Avenue and no parking on the east side of Stettin Drive beginning at the intersection of Stewart Avenue and extending 500 feet north

Committee Action: Approved 4-0

**Ordinance Number:**

Fiscal Impact: Minimal cost to install signs

**File Number:** 24-0712

**Date Introduced:** July 9, 2024

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 as follows:

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

...

**Stettin Drive**

- East side of Stettin Drive beginning at the intersection of Stewart Avenue and extending 500 feet north
- West side of Stettin Drive from Stewart Avenue to S. 44<sup>th</sup> Avenue

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:

Approved:

Published:

Attest:

\_\_\_\_\_  
Doug Diny, Mayor

Attest:

\_\_\_\_\_  
Kaitlyn A. Bernarde, City Clerk

## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on parking restrictions on Stettin Drive from Stewart Avenue to 44<sup>th</sup> Avenue**

There are businesses and residences on the west side of Stettin Drive. The park is on the east side, which is highly used. No parking is currently posted on the east end to Stewart Avenue but is not in ordinance. A request has been received to post no parking on the west side. It is proposed to have no parking on the west side from 44<sup>th</sup> Avenue to Stewart Avenue and then codify the section on the east side that is currently marked no parking. People are parking on both sides during certain events. With parking on both sides, it gets tight and there is a concern about safety.

Tierney said it is a safety hazard. The park is widely used even when there are no events. When there is parking on both sides it makes Stettin Drive very narrow. It is a busy road and people do not go 25 MPH. People walk in the area because of the park atmosphere. For safety reasons, they are asking for no parking on one side of the street to 44<sup>th</sup> Avenue. There are a lot of kids in the area during events when the lot is full.

Larson drives this street and can see how it would be a safety hazard with children running out. He asked how the neighbors feel. Tierney was contacted by neighbors asking for the no parking. Larson said there are houses on the west side, but they have big driveways and would not be losing parking. Tierney added that there is very little room on the shoulders.

Larson moved to approve no parking on the west side of Stettin Drive from 44<sup>th</sup> Avenue to Stewart Avenue and to codify the current no parking posted on the east side. Seconded by Neal and the motion passed 4-0.

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES****COMMITTEE – June 13, 2024**

| AGENDA ITEM                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Discussion and possible action on parking restrictions on Stettin Drive from Stewart Avenue to 44 <sup>th</sup> Avenue                                                                                                                                                                                                           |
| BACKGROUND                                                                                                                                                                                                                                                                                                                       |
| <p>Complaints about parking on both sides of Stettin Drive have been received by Engineering. Safety concerns have been the primary complaint. An email correspondence is attached.</p> <p>A map of the current ‘No Parking’ signs on Stettin Drive is attached. However, the current no parking signs are not in ordinance.</p> |
| FISCAL IMPACT                                                                                                                                                                                                                                                                                                                    |
| Minimal, installing signs.                                                                                                                                                                                                                                                                                                       |
| STAFF RECOMMENDATION                                                                                                                                                                                                                                                                                                             |
| <p>Staff recommends approving the following:</p> <ul style="list-style-type: none"><li>• No parking on the west side of Stettin Drive from 44<sup>th</sup> Avenue to Stewart Avenue</li><li>• No parking on the east side of Stettin Drive from Stewart Avenue to 400’ north.</li></ul>                                          |
| Staff contact: Allen Wesolowski 715-261-6762                                                                                                                                                                                                                                                                                     |

## Lori Wunsch

---

**From:** Allen Wesolowski  
**Sent:** Friday, May 10, 2024 9:49 AM  
**To:** Victoria Tierney; Lori Wunsch  
**Cc:** Jamie Polley; Andrew Sims  
**Subject:** RE: Possible no parking signs on Stettin Dr by Brockmeyer Park

Lori,

Please put this item on June IF.

Allen

-----Original Message-----

From: Victoria Tierney <Victoria.Tierney@ci.wausau.wi.us>  
Sent: Tuesday, May 7, 2024 12:50 AM  
To: Allen Wesolowski <Allen.Wesolowski@ci.wausau.wi.us>  
Cc: Jamie Polley <Jamie.Polley@co.marathon.wi.us>  
Subject: Possible no parking signs on Stettin Dr by Brockmeyer Park

Good morning Mr. Wesolowski,

I had some of my constituents ask me about no parking signs on one sign of Stettin Dr by Brockmeyer Park. Their concern is that at certain times during the summer with athletic events held at Brockmeyer Park as well as community events, and with JoJo's Jungle, many times there is over flow traffic parking on both sides of Stettin Drive. This is potentially a dangerous situation as Stettin Drive can be pretty busy. Parking on both sides of the street very much narrows the ability of traffic to pass safely through that area as it impedes visibility for traffic when cars are parked on both sides of Stettin. I don't believe people can cross Stettin safely when cars are parked on the side of Stettin Dr. opposite of the park entrance. I would propose putting the no parking signs on that side of the road so people would not have to cross Stettin Dr. to enter the park.

Can you please take a look at this situation and let me know if you think no parking signs would be warranted. I believe this is a safety issue for both drivers and those crossing Stettin Dr. to enter the park.

Thank you for checking into this and I'm looking forward to hearing back from you.

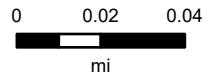
Best regards,

Vicki Tierney  
City of Wausau  
Alderson 9th District

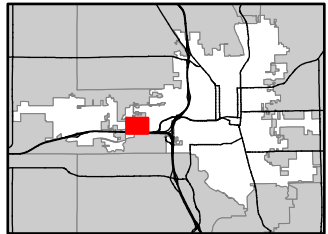


City of Wausau  
DPW

Date Printed: 6/6/2024

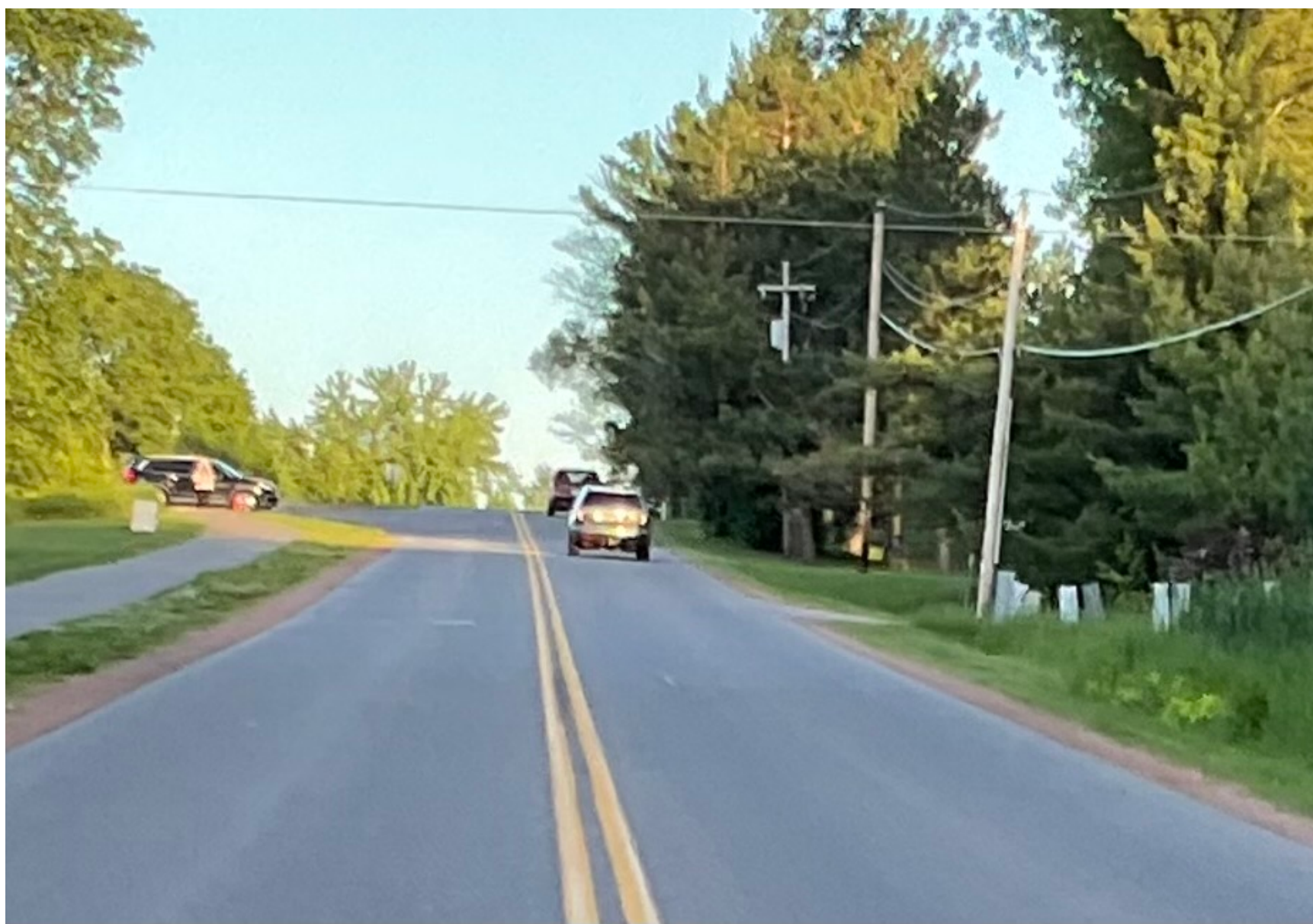


- Right Of Way
- Parcel



NOTES:  
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.  
2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.  
3. City of Wausau  
Public Works / GIS Division  
407 Grant St  
Wausau, WI 54403  
www.ci.wausau.wi.us











## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **CONSENT AGENDA**

**A. Approve minutes of the May 9, 2024 meeting**

**B. Action on Stormwater Maintenance Agreement with Robert W. Monk Gardens at 1800 N. 1<sup>st</sup> Avenue**

**C. Action on Stormwater Maintenance Agreement with Aspirus Wausau Hospital at 333 Pine Ridge Boulevard**

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

---

A request was received to remove Item B from the consent agenda. Neal moved to approve consent agenda Items A, C, and D. Martens seconded and the motion passed 4-0.

Larson suggested tabling Item B with all the drama within the community. He recently read some positive things the last couple of days but feels entering into an agreement with Monk Gardens at this time would not be appropriate. He feels we should wait until someone from the Board or family or both are here. He does not want to get the City into a mess we do not need to be in. He suggested tabling this item until the dust settles.

Neal agrees. The plan for the parking lot area has run into considerable push back from the neighbors and lovers of the gardens as there is significant incursion into the footprint of the existing park that would result in the loss of vegetation and trees. He does not know if approving this means giving a stamp of approval to move ahead. He feels it would be good to have input from stakeholders.

Martens asked if approval of the agreement would have any effect or implication on the construction of the parking lot. Niksich said they could move ahead with construction without the agreement. This is more for post-construction and best management practices to build the ponds and storm sewer. This is just an agreement stating that they will maintain those per the plans. Niksich does not know that holding up the agreement is the correct avenue to slow or stop the construction. This is to make sure they maintain construction of their stormwater management practices. Because this is a management plan, Martens asked if the plan is dependent upon a fixed idea of what their retention pond is going to be. Martens asked if we would have to renegotiate the plan if there is substantial change to the design of the parking area or could the maintenance agreement continue as is. Niksich explained that amendments happen during construction and it does not affect the authority of the management plan. The agreement is to make sure they adhere to their stormwater management plan. That plan, which is required by our Municipal Code, is to remove 80% of total suspended solids and to limit the volume of discharge. This agreement is to make sure they follow those regulations.

Henke has heard that this project may be delayed and asked if anyone has reached out. Niksich has not heard from anyone regarding a delay.

Larson moved to table this item until we hear from stakeholders. Since Neal does not feel this is time sensitive, Neal seconded the motion. Motion approved 3-1 with Martens the dissenting vote.

Agenda Item No.

1D

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES***

***COMMITTEE – June 13, 2024***

**AGENDA ITEM**

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

**BACKGROUND**

The Wausau School District is proposing the redevelopment of an existing multiuse field at the Wausau West High School Campus. This redevelopment project will include a new synthetic turf field as well as drainage improvements within the field.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

**FISCAL IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

OWNER:

By: Ryan Urman

By: \_\_\_\_\_

CITY OF WAUSAU:

By: \_\_\_\_\_

Doug Diny, Mayor

By: \_\_\_\_\_

Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this 29 day of May, 2024 the above-named Ryan Urman  
and \_\_\_\_\_ of Wausau School District, to me known to be  
the person(s) who executed the foregoing instrument and acknowledged the same.

Cassie Beck

Notary Public, Wisconsin

My commission: 10/24/24

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

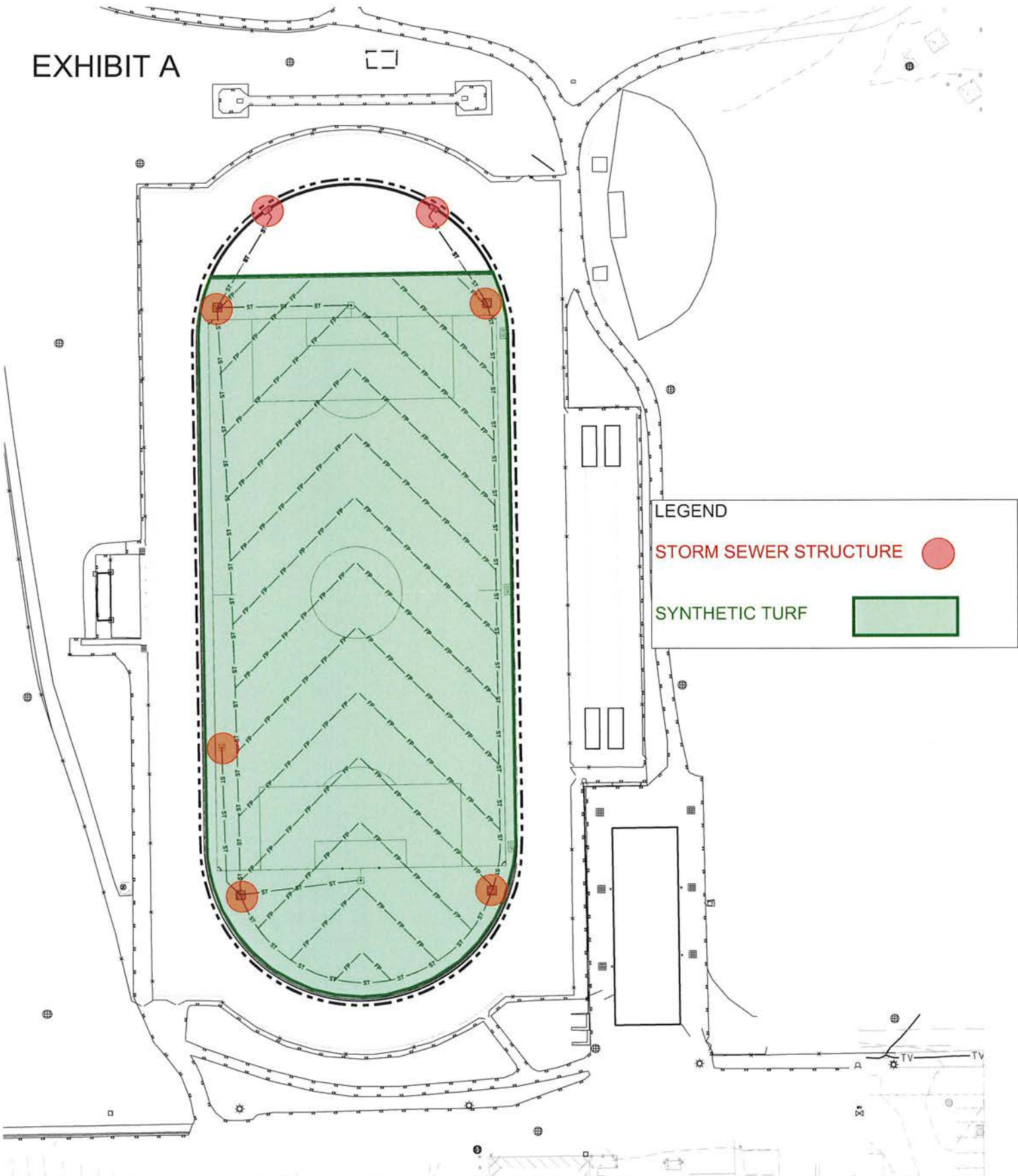
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named Doug Diny, Mayor, and  
Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument  
and acknowledged the same.

Notary Public, Wisconsin

My commission: \_\_\_\_\_

This instrument was drafted by the Engineering  
Department, City of Wausau, 407 Grant  
Street, Wausau, WI 54403.

EXHIBIT A



## **EXHIBIT B**

### **STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES**

FOR

WAUSAU WEST ATHLETIC  
REDEVELOPMENT  
1200 W WAUSAU AVENUE  
WAUSAU, WI 54401

LOT 1 OF CSM VOL 45-173 (10921). PART OF THE NW ¼ OF THE SW ¼ SECTION 23, TOWNSHIP 27 NORTH, RANGE 7 EAST, AND PART OF THE NE ¼ OF THE SE ¼, SECTION 22, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

The Land Owner, Wausau School District, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. SYNTHETIC TURF: Brush synthetic turf in accordance with manufacturers manual. Remove foreign objects with equipment specified by manufacturer. Remove accumulated debris from tributary hard surfaces. Do not store soil on tributary hard surfaces.

## INFRASTRUCTURE AND FACILITIES COMMITTEE

---

Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **CONSENT AGENDA**

**A. Approve minutes of the May 9, 2024 meeting**

**B. Action on Stormwater Maintenance Agreement with Robert W. Monk Gardens at 1800 N. 1<sup>st</sup> Avenue**

**C. Action on Stormwater Maintenance Agreement with Aspirus Wausau Hospital at 333 Pine Ridge Boulevard**

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

---

A request was received to remove Item B from the consent agenda. Neal moved to approve consent agenda Items A, C, and D. Martens seconded and the motion passed 4-0.

Larson suggested tabling Item B with all the drama within the community. He recently read some positive things the last couple of days but feels entering into an agreement with Monk Gardens at this time would not be appropriate. He feels we should wait until someone from the Board or family or both are here. He does not want to get the City into a mess we do not need to be in. He suggested tabling this item until the dust settles.

Neal agrees. The plan for the parking lot area has run into considerable push back from the neighbors and lovers of the gardens as there is significant incursion into the footprint of the existing park that would result in the loss of vegetation and trees. He does not know if approving this means giving a stamp of approval to move ahead. He feels it would be good to have input from stakeholders.

Martens asked if approval of the agreement would have any effect or implication on the construction of the parking lot. Niksich said they could move ahead with construction without the agreement. This is more for post-construction and best management practices to build the ponds and storm sewer. This is just an agreement stating that they will maintain those per the plans. Niksich does not know that holding up the agreement is the correct avenue to slow or stop the construction. This is to make sure they maintain construction of their stormwater management practices. Because this is a management plan, Martens asked if the plan is dependent upon a fixed idea of what their retention pond is going to be. Martens asked if we would have to renegotiate the plan if there is substantial change to the design of the parking area or could the maintenance agreement continue as is. Niksich explained that amendments happen during construction and it does not affect the authority of the management plan. The agreement is to make sure they adhere to their stormwater management plan. That plan, which is required by our Municipal Code, is to remove 80% of total suspended solids and to limit the volume of discharge. This agreement is to make sure they follow those regulations.

Henke has heard that this project may be delayed and asked if anyone has reached out. Niksich has not heard from anyone regarding a delay.

Larson moved to table this item until we hear from stakeholders. Since Neal does not feel this is time sensitive, Neal seconded the motion. Motion approved 3-1 with Martens the dissenting vote.

Agenda Item No.

1C

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES***

***COMMITTEE – June 13, 2024***

**AGENDA ITEM**

Action on Stormwater Maintenance Agreement with Aspirus Wausau Hospital at 333 Pine Ridge Boulevard

**BACKGROUND**

Aspirus is proposing improvements to the Wausau Hospital parking lot located at 333 Pine Ridge Blvd. This redevelopment project will include improvements to the parking lot, helipad, and access to the emergency room. The stormwater will be managed by additional storm sewer and the addition of an underground detention system.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

**FISCAL IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

# AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 21 day of May, 2024, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Aspirus Wausau Hospital, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

Recording Area

Name and Return Address

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

PIN:

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

OWNER:

By: [Signature]  
BARBARA LYNN BURNETTE

By: \_\_\_\_\_

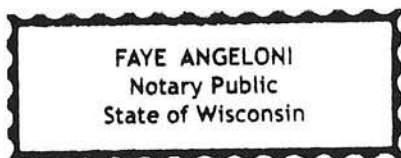
CITY OF WAUSAU:

By: \_\_\_\_\_  
Katie Rosenberg, Mayor Doug Ding, Mayor

By: \_\_\_\_\_  
Leslie Kremer, Clerk Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this 21 day of May, 2024, the above-named Barbara Lynn Burnette  
and N/A of Aspirus Wausau Hospital, to me known to be  
the person(s) who executed the foregoing instrument and acknowledged the same.



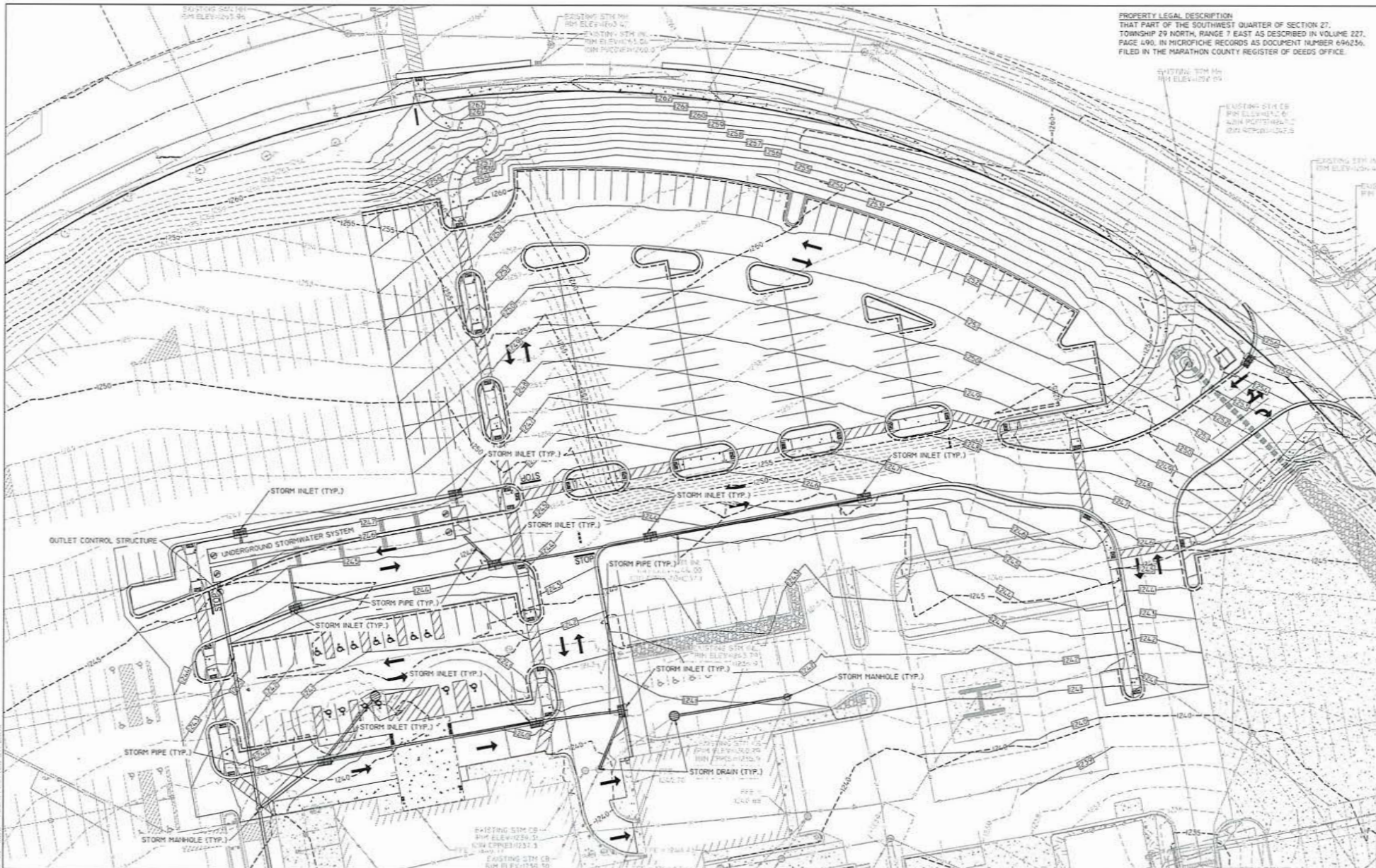
[Signature]  
Notary Public, Wisconsin  
My commission: November 19, 2027

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Doug Ding  
Kaitlyn Bernarde and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument  
and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

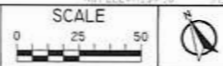
PROPERTY LEGAL DESCRIPTION  
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27,  
 TOWNSHIP 29 NORTH, RANGE 7 EAST AS DESCRIBED IN VOLUME 227,  
 PAGE 490, IN MICROFICHE RECORDS AS DOCUMENT NUMBER 696256,  
 FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE.



REI Engineering, Inc.  
 4250 N. 20TH AVENUE  
 WAUSAU, WISCONSIN 54485  
 PHONE: 715.875.5747 FAX: 715.875.4001  
 EMAIL: MAIL@REIENGINEERING.COM



CIVIL & ENVIRONMENTAL  
 ENGINEERING, SURVEYING



| DATE | REVISION | BY | CHKD | SURVEYED BY: ARAB   | DESIGNED BY:       | SURVEY DATE: 11/15/21 |
|------|----------|----|------|---------------------|--------------------|-----------------------|
|      |          |    |      | SURVEY CHKD BY: JWP | CIVIL CHKD BY: JJB | CIVIL DATE: 01/11/23  |
|      |          |    |      | SURVEY APVD BY: JWP | CIVIL APVD BY: JJB | DRAWN BY: NAP         |

EXHIBIT A: GRADING AND DRAINAGE  
 ASPRUS WAUSAU HOSPITAL - PROJECT #2  
 333 PINE RIDGE BOULEVARD  
 WAUSAU, WISCONSIN 54485

REI  
 REI No. 45111  
 SHEET EXH A

**Stormwater Management Facilities Maintenance Schedule & Procedures**  
**For**  
**Aspirus Wausau Hospital Parking Expansion Project #3**  
**333 Pine Ridge Blvd**  
**City of Wausau**  
**Marathon County, WI**

**Property Legal Description:**

That part of the Southwest Quarter of Section 27, Township 29 North, Range 7 East as described in Volume 227, Page 490, in Microfiche Records as Document Number 696236, filed in the Marathon County Register of Deeds Office.

**Responsible Party:**

Aspirus

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

**Maintenance Schedule and Procedures:**

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

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash and debris should be done on a regular basis to maintain aesthetics and functionality of the of the underground stormwater system, outlet control structure, and the sewer on site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the underground system, storm inlets, storm drains, storm manholes, and storm sewer pipe.
- 3) **UNDERGROUND STORMWATER SYSTEMS & SUMPED CATCH BASINS:** Remove accumulated sediment and/or debris from the sumped portion of the underground stormwater systems and sumped catch basins a minimum of every other year.
- 4) **MOWING:** Conduct regular mowing of greenspace areas to promote aesthetics. Keepclippings from entering storm sewer systems.

## INFRASTRUCTURE AND FACILITIES COMMITTEE

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Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on State/Municipal Agreement for Transportation Alternatives Program (TAP) Project – 72<sup>nd</sup> Avenue Trail South Extension, Sunnyvale Park to Stewart Avenue**

Niksich stated this would be an extension of the newly constructed trail that goes from Stewart Avenue north to International Drive. The trail would extend south from Stewart Avenue to Sunnyvale Park. This section of trail was included in the original project and would have been constructed as the 72<sup>nd</sup> Avenue Trail, but the process was during COVID. Due to inflation the project came in way over budget. When bid the first time, we looked for ways to save money and removing this portion of the trail was one of the items we decided to go with. This portion of the project is already designed. Which is fortunate for us because about two months ago the DOT indicated there is additional funding in the TAP program, but it has to be used within fiscal year 2024, which is the end of September. A typical DOT TAP project takes more than two years to design and get out to bid because of the requirements of a DOT project. The program is beneficial as it is an 80/20 match, which is 80% DOT and 20% City. The plans have to be submitted to the DOT by July 1<sup>st</sup> with approval expected about a month later. We would bid out in early August. The contracts would have to be executed before the end of the DOT's fiscal year. The project would be constructed in 2025. The City's estimated costs are \$230,639, which includes some contingency.

Henke asked if this would complete the business district as far as bike and ped trails. Niksich explained there is a master plan that includes more trails. We are designing the east/west connector trail that goes from 72<sup>nd</sup> Avenue to 84<sup>th</sup> Avenue. The next trail would be from 84<sup>th</sup> Avenue to Hwy O. There is a proposed subdivision that connects to 72<sup>nd</sup> Avenue. Those residents would have a direct walkable/bikeable link to the park.

Martens mentioned the 20% match and asked if any balance would come out of the TID. Niksich said this project is expected to be funded by the TID. If we do go over the estimated amount, it would be 100% on the City. Martens likes being able to extend the route to Sunnyvale Park and feels it will be a great asset to the entire network of trails in the Business Campus.

Larson supports this as the existing trail is already there. With the intersection and the interstate on/off ramps, it would enhance safety for pedestrians.

Niksich indicated when the project was originally bid, this portion was approximately \$550,000. Right now we have around \$950,000 for the budget.

Neal asked for the Mayor's option on committing \$230,000 for this. Mayor Diny feels that some grants are better than others. This is an 80/20 grant and would be worth taking advantage of. It is a shovel ready project that connects and provides what our industrial park is looking for. He believes it is well worthy of applying for and taking advantage of.

Neal moved to approve. Martens seconded and the motion passed 4-0.

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES****COMMITTEE – June 13, 2024****AGENDA ITEM**

Discussion and possible action on State/Municipal Agreement for Transportation Alternatives Program (TAP) Project - 72<sup>nd</sup> Avenue Trail South Extension, Sunnyvale Park to Stewart Avenue

**BACKGROUND**

WisDOT has additional funding available for FY 2024 through the Transportation Alternatives Program. The proposed use of the funds must be obligated prior to the end of the federal fiscal year, which is 9/30/2024. Typical TAP projects take 2+ years to design, so only projects that have already been designed are eligible for this additional funding.

The proposed project is the extension of the newly constructed 72<sup>nd</sup> Avenue Trail, from Sunnyvale Park to Stewart Avenue. This portion of trail was previously designed with the 72<sup>nd</sup> Avenue Trail project but was removed due to the project exceeding budget.

Project plans and specifications are currently being put together to include the trail section proposed to be constructed under this grant, which must be submitted for review prior to 7/1/2024. These costs will be 100% the responsibility of the city. Construction of the proposed project will be 80% Federal Funds and 20% the City.

The State/Municipal Agreement details the responsibilities of both the State and the City as it pertains to this project. A copy of the agreement is attached for review.

**FISCAL IMPACT**

Project funding will consist of an 80% (federal) / 20% (city) split, with a maximum of \$862,558 federal contribution. If all federal funds are used, this would be a total contribution from the City of \$230,639. Any additional costs would be the responsibility of the City; however, none are expected at this time.

**STAFF RECOMMENDATION**

Staff recommends approval of the State/Municipal Agreement.

Staff contact: TJ Niksich 715-261-6748



**STATE/MUNICIPAL  
AGREEMENT FOR AN  
INFRASTRUCTURE  
TRANSPORTATION  
ALTERNATIVES PROGRAM  
(TAP) PROJECT**

Subprogram #: 290

Program Name: 2024-2028

Transportation Alternatives Program  
(TAP)

Date: **06/05/2024**

I.D.: **6999-18-09/89**

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: **72<sup>nd</sup> Avenue Trail South Extension**

Location/Limit: **Sunnyvale Park to Stewart Avenue**

Project Length (if applicable): **1,850 LF**

Project Sponsor: **City of Wausau**

County: **Marathon**

MPO Area (if applicable): **Marathon County**

The signatory, the **City of Wausau**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility** – The proposed project is a segment of multi-use trail through Wausau's Business Campus. The proposed segment would run along 72nd Avenue, connecting the newly built trail from Sunnyvale Park, under State Highway 29 and end at Stewart Avenue. The majority of the trail would be 10-feet wide and composed of asphalt. The proposed trail would provide a safe connection for bicycles and pedestrians.

**Proposed Improvement** – There are many benefits for the project, one is its location to the business campus, which would encourage those who live close enough to walk or bike to work, greatly enhancing the livability of the surrounding residential areas, improving health and safety of business campus employees, and making business wellness programs and incentives more effective. The separation of the trail from the roadway improves safety for those who utilize the multi-use pathway. Portions of the trail would be adjacent to undeveloped natural areas which will provide opportunities to enjoy nature while being physically active. The business owners and operators in the business campus also see this project as beneficial to them as having a nearby trail system would increase their ability to attract and retain employees. This proposed trail essentially extends an existing regional bicycle route and takes it through an area with a large daytime population of people.

The Project Sponsor agrees to the following State Fiscal Year 2024-2028 Transportation Alternatives Program (TAP) project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$862,558** for all federally-funded project phases when the Project Sponsor agrees to provide 20% and any funds in excess of the **\$862,558** federal funding maximum, in accordance with TAP guidelines. **Any costs related to real estate acquisitions or utility compensation is 100% locally funded.** Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date: TBD**

**Commencement deadline: TBD**

**Completion deadline: TBD**

**The project commencement deadline is fixed by statute and may not be extended.**

The subject project must be completed by **TBD**, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

| SUMMARY OF COSTS                    |                    |                  |            |                       |            |
|-------------------------------------|--------------------|------------------|------------|-----------------------|------------|
| PROJECT TYPE                        | Total Est. Cost    | Federal Funds    | %          | Project Sponsor Funds | %          |
| <b>ID 6999-18-09</b>                |                    |                  |            |                       |            |
| Design                              | \$0                | \$0              | 0%         | \$0                   | 100%       |
| State Design Review                 | \$15,000           | \$0              | 0%         | \$15,000              | 100%       |
| <b>Design Total</b>                 | <b>\$15,000</b>    | <b>\$0</b>       |            | <b>\$15,000</b>       |            |
| <b>ID 6999-18-89</b>                |                    |                  |            |                       |            |
| Participating Construction          | \$955,002          | \$764,002        | 80%        | \$191,000             | 20% + BAL  |
| Non-Participating Construction      | \$0                | \$0              | 0%         | \$0                   | 100%       |
| Construction Engineering            | \$108,195          | \$86,556         | 80%        | \$21,639              | 20% + BAL  |
| State Construction Review           | \$15,000           | \$12,000         | 80%        | \$3,000               | 20% + BAL  |
| <b>Construction Total</b>           | <b>\$1,078,197</b> | <b>\$862,558</b> |            | <b>\$215,639</b>      |            |
| <b>Total Est. Cost Distribution</b> | <b>\$1,093,197</b> | <b>\$862,558</b> | <b>MAX</b> | <b>\$230,639</b>      | <b>N/A</b> |

\*This project has a TAP federal funding maximum of \$862,558. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

|                                                                               |                                              |
|-------------------------------------------------------------------------------|----------------------------------------------|
| Signed for and on behalf of: <b>City of Wausau</b> (please sign in blue ink.) |                                              |
| Name (print)                                                                  | Title                                        |
| Signature                                                                     | Date                                         |
| Signed for and on behalf of the <b>State</b> (please sign in blue ink.)       |                                              |
| Name (print) <b>Shannon P. Riley</b>                                          | Title <b>WisDOT NC Region Planning Chief</b> |
| Signature                                                                     | Date                                         |

## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping.
  - h. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Preliminary Engineering.
  - i. Real estate for the improvement.
  - j. State Review Services
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have

them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor 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 S. 51.01(5), sexual orientation 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. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor 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 s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.
  - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the

State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
  - a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

## **PROJECT FUNDING CONDITIONS**

36. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is

contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2024-2028 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$862,558** is cumulative for all federal funded project phases.
39. Federal Redistribution Funding: If all or part of the federal share to this project consists of Federal Redistribution Funding, the Project Sponsor understands and agrees that Federal Redistribution Funding is not guaranteed. Project Sponsor understands and agrees to potentially receive Federal Redistribution Funding, Project Sponsor must meet all applicable state and federal program rules to be considered for inclusion in the department's 2024 Federal Redistribution request. Additional information relating to the 2024 Federal Redistribution Initiative can be found at the following webpage: <https://wisconsindot.gov/Pages/doing-bus/redistribution.aspx>. Failure to meet or complete with all applicable state and federal program rules may result in funding being unavailable for the project. In the event funding is not available or is not granted to a project (all types) for any reason, Project Sponsor agrees to bear all project costs incurred and will indemnify and hold harmless the State for any and all costs or liabilities associated with the same.

## JOINT RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE AND PLAN COMMISSION

Accepting dedication of right-of-way, accepting permanent utility easement, and accepting temporary easement for cul-de-sacs at the west end of Old Coach Road and at the west end of Birchwood Drive

Committee Action: CISM: Approved 4-0; Plan: Approved 5-0

Fiscal Impact: Dedicating this right-of-way and accepting the easements will allow for the creation of four single-family lots.

File Number: 24-0717

Date Introduced: July 9, 2024

### FISCAL IMPACT SUMMARY

|               |                                                                                                                                                                                                 |                                                                     |                                                                           |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                                                           |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                                                     |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                                                           |

## RESOLUTION

**WHEREAS**, STS Investments, LLC is proposing a minor land division and extension of sewer and water utilities adjacent to the West Hill Subdivision; and

**WHEREAS**, the goal of the proposed improvements is to extend boosted water pressure main to serve the existing and proposed homes on Bluestone Drive and Rimrock Road and creation of four new single-family lots; and

**WHEREAS**, a permanent easement is proposed for the extension of sewer and water utilities; and

**WHEREAS**, in order to create the four new single-family lots, STS Investments, LLC is proposing to dedicate the necessary right-of-way to extend Birchwood Drive and extend Old Coach Road and install temporary cul-de-sacs at the end of Birchwood Drive and Old Coach Road; and

**WHEREAS**, a temporary easement is proposed for the placement of the temporary cul-de-sacs; and

**WHEREAS**, your Infrastructure and Facilities Committee reviewed the proposed dedication, the permanent easement for sewer and water utilities, and the temporary easement for the cul-de-sacs on June 13, 2024; and your Plan Commission reviewed the proposed dedication, the permanent easement for sewer and water utilities, and the temporary easement for the cul-de-sacs on June 18, 2024; and recommended approval;

**NOW, THEREFORE, BE IT RESOLVED** the Common Council of the City of Wausau does accept the dedication of right-of-way as shown on the accompanying Certified Survey Map, approves the

execution of the attached permanent and temporary easements with STS Investments, LLC and the proper City Officials are hereby authorized and directed to execute said easements, and the City Clerk is hereby instructed to have this resolution recorded in the office of the Marathon County Register of Deeds.

Approved:

---

Doug Diny, Mayor

## INFRASTRUCTURE AND FACILITIES COMMITTEE

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Date of Meeting: June 13, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Tom Neal (Sarah Watson was excused)

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Andrew Lynch, Dustin Kraege, Vicki Tierney, Lori Wunsch

### **Discussion and possible action on dedication of right-of-way, acceptance of a utility easement, and acceptance of easement for temporary cul-de-sac west of Old Coach Road and west of Birchwood Drive (STS Investments, LLC)**

---

Wesolowski referred to the overall map that shows the layout. Birchwood Drive and Old Coach Road currently dead end. The developer is proposing to extend sewer and water and create 4 lots by CSM. The CSM shows the right-of-way to be dedicated to serve the 4 lots. The CSM also shows the utility easement between Birchwood and Old Coach for sewer and water. Because these are not permanent dead ends, there would be temporary cul-de-sacs built on the end of Birchwood and Old Coach. The developer would extend sewer and water and build the road so a developer agreement will be coming forward.

Neal moved to approve the proposal. Seconded by Larson and the motion passed 4-0.

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES****COMMITTEE – June 13, 2024**

| AGENDA ITEM                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Discussion and possible action on dedication of right-of-way, acceptance of a utility easement, and acceptance of easement for temporary cul-de-sac west of Old Coach Road and west of Birchwood Drive (STS Investments, LLC) |
| BACKGROUND                                                                                                                                                                                                                    |
| An overview map of the CSM as well as the CSM are attached for reference. Also, a letter from REI explaining the request is attached. A developers agreement will need to be approved prior to final approval of the CSM.     |
| FISCAL IMPACT                                                                                                                                                                                                                 |
| Future building on 4 lots.                                                                                                                                                                                                    |
| STAFF RECOMMENDATION                                                                                                                                                                                                          |
| Staff recommends approving dedication of right-of-way, the utility easement, and the easement for a temporary cul-de-sac.                                                                                                     |
| Staff contact: Allen Wesolowski 715-261-6762                                                                                                                                                                                  |



May 31, 2024

**City of Wausau**

Attn: Allen Wesolowski  
City Engineer  
407 Grant Street  
Wausau, WI 54403



**Subject:** Public Utility Extension, Certified Survey Map review, and Public Utility Easement Review, West Hill Subdivision, STS Investment, LLC Property (Sorensen)

**Dear Allen,**

Our team is representing STS Investment, LLC (Sid Sorensen) regarding a proposed public utility extension and minor land division adjacent to the West Hill Subdivision. The goal of the proposed improvements is to extend boosted water pressure main to serve the existing and proposed homes on Bluestone Drive and Rimrock Road. In addition, for new single-family lots will be created. We request this matter be brought before the following committees for review and approval:

- June 13, 2024 Infrastructure Committee meeting
- June 18, 2024 Planning Commission meeting
- June 25, 2024 City Council meeting

Our team has prepared the enclosed materials for review and approval:

- Preliminary Certified Survey Map depicting 4 new single-family lots, street dedications, and temporary cul-de-sacs
- Easement exhibit to address the public utilities located on private property (future Outlot proposed to be dedicated to the City to accommodate a stormwater pond)
- Preliminary Utility Plans with Overview Plan
- \$100 check for CSM review

It is our understanding that pending approval of the referenced matter, City staff will prepare a Developers Agreement to memorialize the understandings.

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

Sincerely,  
REI Engineering, Inc.

*Mike Mohr*

Mike Mohr, PE

Enclosures

cc. Sid Sorensen, 111 Bluestone Drive, Wausau, WI 54401

Chuck Ghidorzi, Ghidorzi Construction, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401

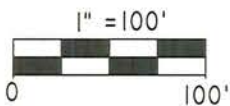
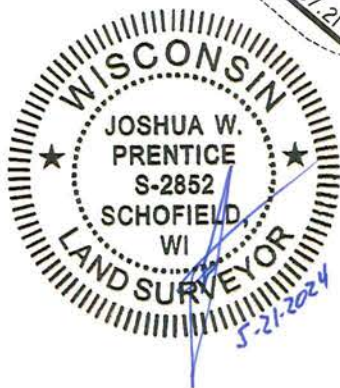
**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. \_\_\_\_\_

PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

**OLD COACH ROAD**AREA DEDICATED TO THE PUBLIC FOR  
RIGHT-OF-WAY PURPOSES  
8,447 SQ.FT.  
0.194 ACRESUNPLATTED LANDS  
OWNED BY CLIENT  
±38 ACRES REMAINING  
PIN 29129073040991PROPOSED TEMPORARY CUL-DE-SAC  
BY SEPARATE DOCUMENTPROPOSED 30' UTILITY EASEMENT  
BY SEPARATE DOCUMENTCENTER 1/4 CORNER  
SEC. 30, T29N, R7E  
FOUND 1.0 IN. IRON REBARPROPOSED  
TEMPORARY  
CUL-DE-SAC  
BY SEPARATE  
DOCUMENT**LOT 4**  
23,232 SQ.FT.  
0.533 ACRES**LOT 3**  
27,161 SQ.FT.  
0.624 ACRES**LOT 1**  
30,044 SQ.FT.  
0.690 ACRES**BIRCHWOOD DRIVE**  
AREA DEDICATED TO THE PUBLIC  
FOR RIGHT-OF-WAY PURPOSES  
33,278 SQ.FT.  
0.764 ACRESUNPLATTED LANDS  
OWNED BY CLIENT  
±34 ACRES REMAINING  
PIN 29129073040990**LOT 2**  
39,377 SQ.FT.  
0.904 ACRES**LEGEND**

- - 1-1/4 IN. IRON BAR FOUND UNLESS NOTED
- - 2 IN. O.D. IRON PIPE FOUND
- - 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
- - 1-1/4 IN. X 18 IN. IRON BAR WEIGHING 4.303 LBS./LIN. FT. SET
- (126°) - RECORDED BEARING/LENGTH
- 126.00' - MEASURED BEARING/LENGTH

**NOTES:**

1. FIELD SURVEY WAS COMPLETED ON 5-10-2024.

2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 01°07'43" EAST.

3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

DRAWING FILE: P:\3000-3099\3029C - West Hill Subdivision Utility Extension\Drawing\Survey\3029C CSM.dwg

SHEET 1 OF 4

EAST 1/4 CORNER  
SEC. 30, T29N, R7E  
FOUND 6"X6" STONE

RIGHT-OF-WAY

**OLD COACH ROAD**

RIGHT-OF-WAY

P.O.B.  
NW CORNER OF LOT 12**LOT 12**  
TAMARACK VILLAGE  
OWNED BY OTHERSNW 1/4 - SW 1/4  
SECTION 29POINT "A"  
SW CORNER OF LOT 12SOUTHEAST CORNER OF  
THE NE 1/4 - SE 1/4  
SEC. 30, T29N, R7E  
FOUND 1.25 IN. O.D.  
IRON PIPE**LOT 24**  
WEST HILL  
OWNED BY OTHERSNORTH CORNER OF OUTLOT 1,  
CSM #15644  
SW CORNER OF LOT 24  
RIGHT-OF-WAY**BIRCHWOOD DRIVE**

NW CORNER OF LOT 21

**LOT 21**  
WEST HILL  
OWNED BY OTHERS**OUTLOT 1**  
CSM #15644  
VOL. 71, PG. 68  
OWNED BY OTHERSSE. CORNER  
OF OUTLOT 1,  
CSM #15644  
**LOT 20**  
WEST HILL  
OWNED BY OTHERSOWNED BY  
OTHERSSW 1/4 - SW 1/4  
SECTION 29SOUTHEAST CORNER  
SEC. 30, T29N, R7E  
FOUND ALUMINUM  
CAPPED 3/4" REBAR



**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

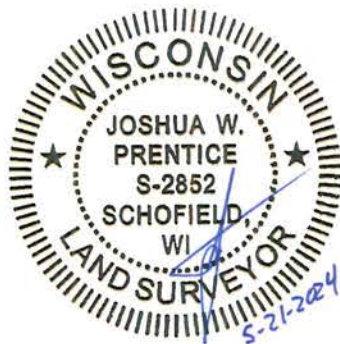
PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

| CURVE TABLE |            |               |               |               |              |
|-------------|------------|---------------|---------------|---------------|--------------|
| CURVE       | ARC LENGTH | RADIUS LENGTH | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH |
| C1          | 128.40'    | 186.00'       | 39°33'04"     | N48°18'15"W   | 125.86'      |
| C2          | 91.59'     | 120.00'       | 43°43'48"     | S50°23'38"E   | 89.38'       |
| C3          | 39.31'     | 186.00'       | 12°06'36"     | S85°11'36"E   | 39.24'       |
| C4          | 246.72'    | 270.00'       | 52°21'18"     | N05°25'53"W   | 238.22'      |
| C5          | 60.08'     | 330.00'       | 10°25'55"     | N69°15'14"W   | 60.00'       |
| C6          | 99.70'     | 330.00'       | 17°18'38"     | S12°05'27"W   | 99.32'       |
| C7          | 192.68'    | 270.00'       | 40°53'18"     | S68°57'26"E   | 188.62'      |
| C8          | 35.90'     | 186.00'       | 11°03'31"     | N73°36'33"W   | 35.84'       |
| C9          | 164.29'    | 186.00'       | 50°36'35"     | S53°50'00"E   | 159.01'      |
| C10         | 75.21'     | 186.00'       | 23°10'07"     | S79°39'51"E   | 74.70'       |
| C11         | 203.61'    | 186.00'       | 62°43'11"     | S59°53'19"E   | 193.59'      |
| C12         | 86.00'     | 330.00'       | 14°55'54"     | S81°56'08"E   | 85.76'       |
| C13         | 89.42'     | 330.00'       | 15°31'29"     | S56°16'32"E   | 89.14'       |
| C14         | 235.50'    | 330.00'       | 40°53'18"     | S68°57'26"E   | 230.53'      |

| LINE TABLE |               |           |
|------------|---------------|-----------|
| LINE #     | DIRECTION     | LENGTH    |
| L1         | S01°07'43"E   | 182.81'   |
| L2         | S89°11'23"W   | 98.00'    |
| L3         | N51°12'29"W   | 148.84'   |
| L4         | N43°00'43"E   | 141.46'   |
| L5         | N61°28'17"E   | 66.00'    |
| L6         | S01°16'14"E   | 68.39'    |
| L7         | N88°45'06"E   | 40.42'    |
| L8         | S15°53'39"E   | 62.57'    |
| L9         | S15°04'04"E   | 161.83'   |
| L10        | S64°33'49"W   | 195.56'   |
| L11        | N20°44'46"E   | 16.92'    |
| L12        | S20°44'46"W   | 16.92'    |
| L13        | S88°59'07"W   | 149.98'   |
| L14        | N49°24'21"W   | 187.12'   |
| L15        | N38°56'45"E   | 194.76'   |
| L16        | N48°30'47"W   | 120.00'   |
| L17        | N41°29'13"E   | 60.00'    |
| L18        | S48°30'47"E   | 283.24'   |
| L19        | S89°24'06"E   | 48.42'    |
| L20        | S89°24'06"E   | 66.19'    |
| (L1)       | (N0°20'43"W)  | (183.0')  |
| (L8)       | (S17°05'38"E) | (63.01')  |
| (L9)       | (S15°02'13"E) | (182.38') |
| (L10)      | (N64°35'41"E) | (195.32') |



CITY OF WAUSAU COMMON COUNCIL APPROVAL CERTIFICATE:  
RESOLVED, THAT THE CERTIFIED SURVEY MAP, IN THE CITY OF WAUSAU, STS INVESTMENTS LLC., OWNERS, IS HEREBY APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

DATE \_\_\_\_\_ APPROVED \_\_\_\_\_  
MAYOR

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
MAYOR

I HEREBY CERTIFY THAT THE AFOREMENTIONED CERTIFIED SURVEY MAP HAS BEEN APPROVED BY THE CITY OF WAUSAU COMMON COUNCIL.

\_\_\_\_\_  
CITY OF WAUSAU CLERK



**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: \_\_\_\_\_ STS INVESTMENTS LLC.

LANDOWNER: \_\_\_\_\_ STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

## LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

STS INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID STS INVESTMENTS, LLC., HAS CAUSED THESE PRESENTS

TO BE SIGNED BY \_\_\_\_\_, MEMBER

AND COUNTERSIGNED BY \_\_\_\_\_, MEMBER

AT \_\_\_\_\_, WISCONSIN, AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON

THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 2024

IN THE PRESENCE OF: STS INVESTMENTS, LLC.

\_\_\_\_\_, MEMBER

\_\_\_\_\_, MEMBER

STATE OF WISCONSIN)  
SS  
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

THE ABOVE NAMED \_\_\_\_\_, MEMBER

AND \_\_\_\_\_, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBERS OF SAID CORPORATION, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES \_\_\_\_\_





**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

## MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. \_\_\_\_\_

PREPARED FOR: STS INVESTMENTS LLC.

LANDOWNER: STS INVESTMENTS LLC.

OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

### SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED OF PART THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND, PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 15644, RECORDED IN VOLUME 71, ON PAGE 68, AS DOCUMENT NUMBER 1556359, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH 01°07'43" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, 1,131.10 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, THE NORTHWEST CORNER OF LOT 12 OF TAMARACK VILLAGE SUBDIVISION, RECORDED IN CABINET 1, ON PAGE 179, AS DOCUMENT NUMBER 867297, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°07'43" EAST, COINCIDENT WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 182.81 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, THE SOUTHWEST CORNER OF SAID LOT 12 OF TAMARACK VILLAGE SUBDIVISION AND A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 89°11'24" WEST, COINCIDENT WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 98.00 FEET; THENCE NORTH 51°12'29" WEST, 148.84 FEET; THENCE NORTH 43°00'43" EAST, 141.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 128.40 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 186.00 FEET, A CENTRAL ANGLE OF 39°33'04", AND A CHORD THAT BEARS NORTH 48°18'15" WEST, FOR A DISTANCE OF 125.86 FEET; THENCE NORTH 61°28'17" EAST, 66.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 91.59 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 120.00 FEET, A CENTRAL ANGLE OF 43°43'48", AND A CHORD THAT BEARS SOUTH 50°23'38" EAST, FOR A DISTANCE OF 89.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OLD COACH ROAD; THENCE SOUTH 01°16'14" EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD COACH ROAD, 68.39 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 39.31 FEET COINCIDENT WITH THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, SAID CURVE HAVING A RADIUS LENGTH OF 186.00 FEET, A CENTRAL ANGLE OF 12°06'36", AND A CHORD THAT BEARS SOUTH 85°11'36" EAST, FOR A DISTANCE OF 39.24 FEET; THENCE NORTH 88°45'06" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD, 40.42 FEET TO THE POINT OF BEGINNING;

AND;  
BEGINNING AT AFOREMENTIONED POINT "A"; THENCE SOUTH 00°59'29" EAST, COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, 181.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE, THE NORTH CORNER OF SAID OUTLOT 1, THE SOUTHWEST CORNER OF LOT 24 OF THE WEST HILL SUBDIVISION, RECORDED IN CABINET 3, ON PAGE 345, AS DOCUMENT NUMBER 1399224, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 15°53'39" EAST, COINCIDENT WITH THE EAST LINE OF SAID OUTLOT 1, 62.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 21 OF WEST HILL SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF SAID BIRCHWOOD DRIVE; THENCE SOUTH 15°04'04" EAST, COINCIDENT WITH SAID EAST LINE OF OUTLOT 1, 161.83 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 1; THENCE SOUTH 64°33'49" WEST, COINCIDENT WITH THE NORTH LINE OF OUTLOT 2 OF SAID CERTIFIED SURVEY MAP NUMBER 15644, 195.56 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 2 AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 246.72 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 270.00 FEET, A CENTRAL ANGLE OF 52°21'18", AND A CHORD THAT BEARS NORTH 05°25'53" WEST, FOR A DISTANCE OF 238.22 FEET; THENCE NORTH 20°44'46" EAST, 16.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 60.08 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 330.00 FEET, A CENTRAL ANGLE OF 10°25'55", AND A CHORD THAT BEARS NORTH 69°15'14" WEST, FOR A DISTANCE OF 60.00 FEET; THENCE SOUTH 20°44'46" WEST, 16.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE 99.70 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 330.00 FEET, A CENTRAL ANGLE OF 17°18'38", AND A CHORD THAT BEARS SOUTH 12°05'27" WEST, FOR A DISTANCE OF 99.32 FEET; THENCE SOUTH 88°59'07" WEST, 149.98 FEET; THENCE NORTH 49°24'21" WEST, 187.12 FEET; THENCE NORTH 38°56'45" EAST, 194.76 FEET; THENCE NORTH 48°30'47" WEST, 120.00 FEET; THENCE NORTH 41°29'13" EAST, 60.00 FEET; THENCE SOUTH 48°30'47" EAST, 283.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 192.68 FEET COINCIDENT WITH THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 270.00 FEET, A CENTRAL ANGLE OF 40°53'18", AND A CHORD THAT BEARS SOUTH 68°57'26" EAST, FOR A DISTANCE OF 188.62 FEET; THENCE SOUTH 89°24'06" EAST, 48.42 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE, SAID SOUTHWEST CORNER OF LOT 24 OF WEST HILL SUBDIVISION, SAID NORTH CORNER OF OUTLOT 2, AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCELS OF LAND CONTAINS 161,539 SQUARE FEET, 3.709 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF STS INVESTMENTS LLC., AGENT OF SAID PARCELS.

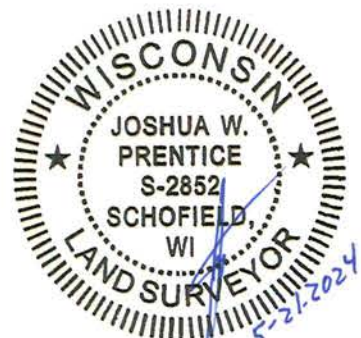
THAT SAID PARCELS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

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

DATED THIS 21<sup>ST</sup> DAY OF MAY 2024

REI  
JOSHUA W. PRENTICE  
WI P.L.S. S-2852



NOTES:

1. FIELD SURVEY WAS COMPLETED 5-10-2024.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 01°07'43" EAST.

OLD COACH ROAD

PROPOSED TEMPORARY  
CUL-DE-SAC BY  
SEPARATE DOCUMENT

UNPLATTED LANDS  
OWNED BY CLIENT

30' UTILITY EASEMENT

8,860 SQUARE FEET  
0.203 ACRES

CENTER 1/4 CORNER  
SEC. 30, T29N, R7E  
FOUND 1.0 IN. IRON REBAR

NE 1/4 - SE 1/4  
SECTION 30

EAST 1/4 CORNER  
SEC. 30, T29N, R7E  
FOUND 6"X6" STONE

N90°00'00"W  
113.65'  
P.O.B.  
NW CORNER  
OF LOT 1

LOT 1  
CSM # \*\*\*  
DOC. \*\*\*  
OWNED BY OTHERS

SOUTHEAST CORNER OF THE  
NE 1/4 - SE 1/4  
SEC. 30, T29N, R7E  
FOUND 1.25 IN. O.D. IRON PIPE

SOUTH LINE OF THE NE 1/4-SE 1/4

N89°11'23"E

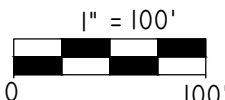
EASEMENT DESCRIPTION

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 30; THENCE SOUTH 01°07'43" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 1,118.57 FEET; THENCE NORTH 90°00'00" WEST, 113.65 FEET TO THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER \*\*\*, RECORDED AS DOCUMENT \*\*\*, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, THE SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 43°00'43" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1 AND THE SOUTHWESTERLY EXTENSION THEREOF, 299.79 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE; THENCE NORTH 48°30'47" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE, 30.01 FEET; THENCE NORTH 43°00'43" EAST, 291.83 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 31.29 FEET COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF OLD COACH ROAD AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 186.00 FEET, A CENTRAL ANGLE OF 9°38'18", AND A CHORD THAT BEARS SOUTH 63°15'38" EAST, FOR A DISTANCE OF 31.25 FEET TO SAID NORTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING.

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | DIRECTION   | LENGTH  |
| L1         | S43°00'43"W | 299.79' |
| L2         | N48°30'47"W | 30.01'  |
| L3         | N43°00'43"E | 291.83' |

| CURVE TABLE |            |               |               |               |              |
|-------------|------------|---------------|---------------|---------------|--------------|
| CURVE       | ARC LENGTH | RADIUS LENGTH | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH |
| CI          | 31.29'     | 186.00'       | 9°38'18"      | S63°15'38"E   | 31.25'       |



SOUTHEAST CORNER  
SEC. 30, T29N, R7E  
FOUND ALUMINUM CAPPED  
3/4" REBAR

REI Engineering, INC.

STS INVESTMENTS LLC. PROPERTY  
6001 OLD COACH ROAD & 6001 BIRCHWOOD DRIVE  
WAUSAU, WI 54401

FIGURE : 30-FOOT UTILITY EASEMENT

PROJECT NO.

3029C

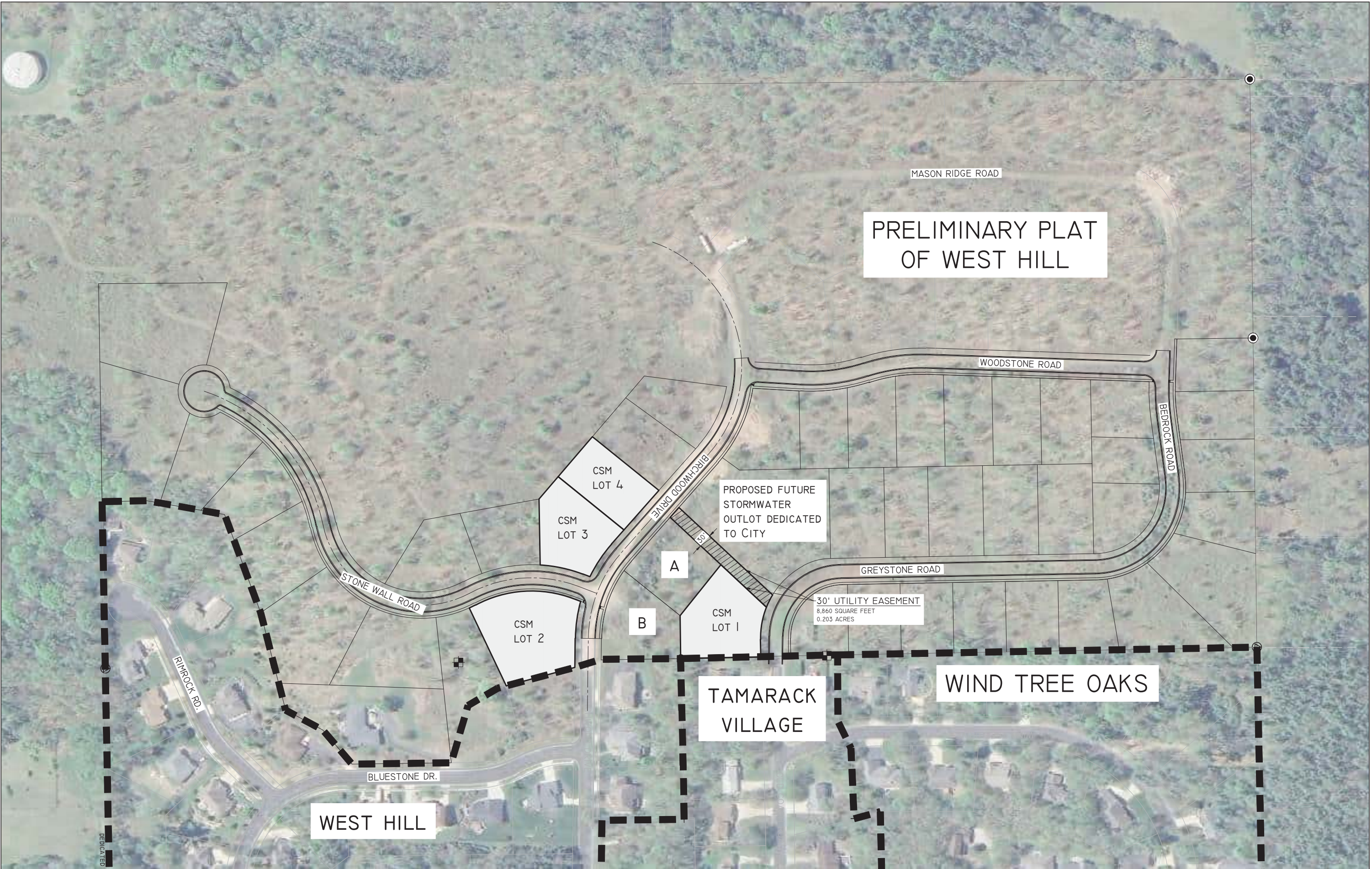
DRAWN BY:

JAF

DATE:

5-22-2024

DRAWING FILE: P:\3000-3099\3029C - WEST HILL SUBDIVISION UTILITY EXTENSION\DRAWING\PLANS\3029C-C020-OVERLAY.dwg LAYOUT: C020  
PLOTTED: MAY 30, 2024 - 9:20AM PLOTTED BY: TREYK



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

**RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE**

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

Fiscal Impact: None

**File Number:** 24-0108

**Date Introduced:** July 9, 2024

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |
|               |                                                                                                                                                                                                 |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, your Public Health and Safety Committee considered certain license applications at its June 17, 2024, meeting, and has made recommendations that are attached hereto 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:

\_\_\_\_\_  
Doug Diny, Mayor

**PUBLIC HEALTH & SAFETY COMMITTEE**

Date and Time: Monday, June 17, 2024, at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Lou Larson (VC), Sarah Watson, Carol Lukens

Members Excused: Becky McElhaney

Others Present: Mayor Diny, Matt Barnes, Todd Baeten, Peter Fish, Justin Pluess, Tracy Rieger, Tegan Troutner, Kaitlyn Bernarde, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:20 p.m.

**Consider approval or denial of various license applications.**

Jeremy Connors, applicant for New Public Transportation License appeared to appeal the denial recommendation.

Rasmussen stated that the totality of the record and unsettled cases pending are concerning.

Motion by Larson, seconded by Lukens, to accept or deny licenses as recommended by staff. Motion carried 4-0.

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Kody Hart, Deputy City Clerk



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TEL: (715) 261-6616

FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: June 14, 2024

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

#### STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Denial Recommendations –New Public Transport License: Jeremy Connors** – This application is recommended for denial due to an ongoing 30 year criminal history to include a battery conviction, numerous guilty, but not guilty due to mental disease/defect convictions, numerous recent arrests and convictions, as well as current charge of taking and driving a vehicle without the owner's consent.
2. **Approval Recommendation – Special Event Class II Permits: Volunteer Day** located on the 400 Block on August 20<sup>th</sup>, 2024, from 5 PM to 8 PM, license applicant Wausau Events, Alissandra Aderholdt; **Alano Club of Wausau – 5k Run/Walk Event** located at 711 McClellan Street with a staging location at the parking lot at the end of the street on September 21<sup>st</sup>, 2024, from 9 AM to 11 AM, license applicant Alano Club of Wausau, Ken Pozorski; **KickBusch Competition & Festival** located at the 400 Block on August 10<sup>th</sup>, 2024, from 10 AM to 3 PM, license applicant The Wausau Business Show and United Way, Ryan Gallagher.
3. **Approval Recommendation – “Class B” Beer & Liquor License:** The Liquor License Review Subcommittee reviewed the application of **Nevermore on Third** located at 1206 N. 3<sup>rd</sup> Street, license applicant DNA Taverns LLC, owner Daniel and Ashley Dadabo. The license was conditionally surrendered to the Clerk's Office by the previous holder of that premise address. The Liquor License Review Subcommittee convened on May 28<sup>th</sup>, 2024 to review this application and made a recommendation for approval. The Liquor License Review Subcommittee reviewed the application of **Oishii Japanese Raman** located at 2105 N. 2<sup>nd</sup> Street, license applicant Oishii Japanese Raman LLC, owner Yang Liu. The license was conditionally surrendered to the Clerk's Officer by the previous holder of the premise

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Kody Hart, Deputy City Clerk



TEL: (715) 261-6616

FAX: (715) 261-6626

address. The Liquor License Review Subcommittee will bring the recommendation to the committee meeting.

4. **Approval Recommendations – Temporary “Class B” Picnic Licenses – Central Wisconsin Slugfest Softball Tournament** located at Sunnyvale Softball Complex on June 14-16<sup>th</sup>, 2024, license applicant Wausau Youth Baseball and Softball Inc.; **Extra Innings Celebration of Life** located at Sunnyvale Softball Complex on June 21-22<sup>nd</sup>, 2024, license applicant Extra Innings Nonprofit Corp; **Hmong Wausau Festival** located at People’s Sports Complex on June 27-28<sup>th</sup>, 2024, license applicant Hmong Wausau Festival.



## Council Date 07/09/2024

| License ID | License Typ                            | Name                  | Address                                       | Details                                                                                                            | Business         | Begin Dt   | End Dt     | Police | PHS | Council |
|------------|----------------------------------------|-----------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------|------------|------------|--------|-----|---------|
| 198546     | 9020 - Public Transport Driver Renewal | GNIOT, MIRANDA        | PO BOX 41<br>WAUSAU WI<br>54402               |                                                                                                                    | BLUE JAY TAXI    | 06/04/2024 | 06/30/2025 | Yes    | Yes |         |
| 198545     | 9020 - Public Transport Driver Renewal | LEE, KENG             | 8409 WINDSOR<br>DR WESTON WI<br>54476         |                                                                                                                    | BLUE JAY TAXI    | 06/04/2024 | 06/30/2025 | Yes    | Yes |         |
| 198924     | 9026 - Class I                         | XIONG, YEE LENG       | 1109 N 6TH ST<br>WAUSAU WI<br>54401           | THE HMONG<br>WAUSAU<br>FESTIVAL on<br>07/27/2024-07/29/2024<br>Organized by<br>HMONG<br>AMERICAN<br>CENTER, INC.   |                  |            |            |        |     |         |
| 198423     | 9027 - Class II                        | ADERHOLDT, ALISSANDRA | 316 SCOTT ST<br>WAUSAU WI<br>54403            | VOLUNTEER<br>DAY 2024 on<br>08/20/2024<br>Organized by<br>WAUSAU<br>EVENTS                                         |                  |            |            |        |     | Yes     |
| 198840     | 9027 - Class II                        | GALLAGHER, RYAN       | 226919<br>BOULDER RIDGE<br>WAUSAU WI<br>54401 | KickBusch<br>Competition &<br>Festi on<br>8/10/2024<br>Organized by<br>The Wausau<br>Business Show<br>& United Way |                  |            |            |        |     | Yes     |
| 198073     | 9027 - Class II                        | POZORSKI, KEN         | 711 MCCLELLAN<br>ST WAUSAU WI<br>54403        | ALANO CLUB<br>OF WAUSAU -<br>5K-RUN/WALK<br>EVENT on<br>09/21/2024<br>Organized by<br>ALANO CLUB<br>OF WAUSAU      |                  |            |            |        |     | Yes     |
| 197351     | 9061 - "Class A" Beer & Liquor         | CHROSTOWSKI, TODD     | 11541 NAUGART<br>DR ATHENS WI<br>54411        |                                                                                                                    | WALGREENS #07009 | 06/17/2024 | 06/30/2025 | Yes    | Yes |         |



## Council Date 07/09/2024

| License ID | License Typ                        | Name                  | Address                                 | Details | Business                           | Begin Dt   | End Dt     | Police | PHS | Council |
|------------|------------------------------------|-----------------------|-----------------------------------------|---------|------------------------------------|------------|------------|--------|-----|---------|
| 197331     | 9061 - "Class A" Beer & Liquor     | VRANEY, MICHAEL       | 4506 AUGUSTINE AVE WESTON WI 54476      |         | WALGREENS #13771                   | 06/18/2024 | 06/30/2025 | Yes    | Yes |         |
| 198160     | 9064 - "Class B" Beer & Liquor     | DADABO, DANIEL        | 4108 E JELINEK AVE WESTON WI 54476      |         | NEVERMORE ON THIRD                 | 05/15/2024 | 06/30/2025 | Yes    | Yes |         |
| 198837     | 9064 - "Class B" Beer & Liquor     | LIU, YANG             | 106 S. SCHMIDT AVE MARSHFIELD WI 54449  |         | OISHII JAPANESE RAMEN              |            |            | Yes    | Yes |         |
| 197413     | 9064 - "Class B" Beer & Liquor     | PINEDA MEDELLIN, JOSE | 518 N 2ND AVE WAUSAU WI 54401           |         | JALAPENOS MEXICAN RESTAURANT & BAR | 06/18/2024 | 06/30/2025 | Yes    | Yes |         |
| 197588     | 9075 - Cigarette                   | CHROSTOWSKI, TODD     | 11541 NAUGART DR ATHENS WI 54411        |         | WALGREENS #07009                   | 06/14/2024 | 06/30/2025 |        | Yes |         |
| 197570     | 9075 - Cigarette                   | VRANEY, MICHAEL       | 4506 AUGUSTINE AVE WESTON WI 54476      |         | WALGREENS #13771                   | 06/14/2024 | 06/30/2025 |        | Yes |         |
| 196566     | 9076 - Tavern Entertainment        | ,                     | 300 N 3RD ST, L01 WAUSAU WI 54403       |         | JALAPENOS MEXICAN RESTAURANT & BAR | 06/18/2024 | 06/30/2025 |        | Yes |         |
| 198676     | 9076 - Tavern Entertainment        | ,                     | 802 FULTON STREET WAUSAU WI 54403       |         | NEVERMORE ON THIRD                 | 06/10/2024 | 06/30/2025 |        | Yes |         |
| 198677     | 9078 - Amusement Device            | ,                     | 802 FULTON STREET WAUSAU WI 54403       |         | NEVERMORE ON THIRD                 | 06/10/2024 | 06/30/2025 |        | Yes |         |
| 198512     | 9080 - Public Transport Driver New | CONNORS, JEREMY       | 2400 MARSHALL ST, STE A WAUSAU WI 54403 |         | NORTHWOODS CAB LLC                 | 06/03/2024 | 06/30/2024 | No     | No  |         |
| 198540     | 9080 - Public Transport Driver New | DAHLMAN, CLINT        | PO BOX 78 SCHOFIELD WI 54476            |         | BLUE JAY TAXI                      | 06/04/2024 | 06/30/2024 | Yes    | Yes |         |
| 198532     | 9080 - Public Transport Driver New | KOSS, ROY             | 1410 N 12TH AVE WAUSAU WI 54401         |         | BLUE JAY TAXI                      | 06/04/2024 | 06/30/2024 | Yes    | Yes |         |



## Council Date 07/09/2024

| License ID | License Typ                        | Name               | Address                                  | Details | Business      | Begin Dt   | End Dt     | Police | PHS | Council |
|------------|------------------------------------|--------------------|------------------------------------------|---------|---------------|------------|------------|--------|-----|---------|
| 198533     | 9080 - Public Transport Driver New | WENGELSKI, WILLIAM | 200772 HONEY COMB LN<br>MOSINEE WI 54455 |         | BLUE JAY TAXI | 06/04/2024 | 06/30/2024 | Yes    | Yes |         |

Total Licenses

16

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorization to Accept Lead Hazard Reduction Capacity Building grant through the Office of Lead Hazard Control and Health Homes through the U.S. Department of Housing and Urban Development.

Committee Action: Failed 0-5

Fiscal Impact: Grant funds of \$1,984,999

**File Number:** 24-0704

**Date Introduced:** July 9, 2024

**FISCAL IMPACT SUMMARY**

|        |                                                                                                                                            |     |                                     |    |                          |              |                   |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------|----|--------------------------|--------------|-------------------|
| COSTS  | Budget Neutral                                                                                                                             | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Grant funded |                   |
|        | Included in Budget:                                                                                                                        | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> |              |                   |
|        | One-time Costs:                                                                                                                            | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> |              |                   |
|        | Recurring Costs:                                                                                                                           | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Amount:      |                   |
| SOURCE | Fee Financed:                                                                                                                              | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Amount:      |                   |
|        | Grant Financed:                                                                                                                            | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Amount:      |                   |
|        | Debt Financed:                                                                                                                             | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> | Amount       | Annual Retirement |
|        | TID Financed:                                                                                                                              | Yes | <input type="checkbox"/>            | No | <input type="checkbox"/> |              |                   |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |     |                                     |    |                          |              |                   |

**WHEREAS**, the City of Wausau has applied for a Lead Hazard Reduction Capacity Building grant through the Office of Lead Hazard Control and Health Homes through the U.S. Department of Housing and Urban Development to assist with Lead Hazard Reduction activities in older homes; and

**WHEREAS**, the City acknowledges that lead paint hazards can negatively affect small children and pregnant women both physically and cognitively; and

**WHEREAS**, the City of Wausau was awarded \$1,984,999, and would require a 10% contribution, to be used towards assisting with capacity building to assist the City with the ability to qualify for additional funds to remediate identified lead paint hazards in older housing over the next three-year period; and

**WHEREAS**, due to a decrease in staff; the City's Finance Committee recommended declining the funding; and

**WHEREAS**, the Common Council of the City of Wausau has the opportunity to override the Finance Committee's decision and accept such grant.

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized to accept the funding and execute all necessary documents associated with the Lead Hazard Reduction Capacity Building grant.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, June 11, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:16 p.m.), Terry Kilian, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Matt Barnes, Jeremy Kopp, Eric Lindman, Liz Brodek, Kody Hart, Alder Lukens

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

### **Discussion and possible action regarding the acceptance of the US HUD Lead Hazard Reduction Capacity Building Grant Program Grant \$1,984,999.**

Kilian questioned who applied for this grant. It was stated that the city applied for the program and Community Infrastructure Partners assisted with the application. Kilian questioned if this was the appropriate time to act on the program as there was not an identified funding source for the extensive training and research program. It was stated that the ten percent match and staff capacity within the department is prohibitive to accepting the grant. Staff recommended denying the grant unless directed to seek a substantial extension. Kilian agreed with denying the grant.

*McElhaney arrived to the meeting.*

McElhaney stated that the requirement for this program to have a dedicated staff member was concerning. It was further questioned if delay was appropriate as the requirements are too great and that Marathon County conducts lead paint abatement already. McElhaney stated that the city should trim down the grant possibility right now.

Martens stated that the grant was only for lead paint detection and not for abatement or remediation.

Tierney stated agreement with Kilian and McElhaney's sentiments to deny the acceptance of the grant due to the staff time and additional costs.

Motion by Kilian, seconded by McElhaney, to accept the grant. Motion failed 0-5.



## MEMO

TO: Finance Committee and Common Council

FROM: Liz Brodek, Development Director; and Tammy Stratz, Community Development Manager

RE: Lead Hazard Capacity Building Federal Grant opportunity

DATE: June 7, 2024

The City of Wausau applied for and received the federal “Lead Hazard Reduction Capacity Building” (LHRCB) grant. The grant is intended to work in parallel with the Lead Service Lateral (LSL) identification project currently underway, but the LHRCB grant focuses on the identification of lead paint. The City was awarded \$1.9 million for the LHRCB grant, which requires a 10% match. The grant and match funds would be disbursed and expended over three years. However, after attending a New Grantee Orientation to discuss the responsibilities of accepting this grant, staff are concerned with the ability to meet the required thresholds. Some of these concerns are as follows:

1. A 10% match is required (which equates to approximately \$190,000) and the funding source is undetermined.
2. The Negotiation Budget, a complex and detailed document, is due June 14, 2024.
3. The capacity of staff to commit to the operation of this grant. Most awardees hire an additional person as this person should expect to spend 75% of their time on the implementation and operation of the grant.
4. At least two staff persons would have to attend several trainings throughout the grant term. These trainings would be in Washington D.C. Even though the grant can pay for this expense, only 10% of the grant can go towards administration costs.
5. These funds would go toward lead paint identification. A separate, subsequent grant may be available for lead paint remediation. It is unknown when or if this grant would be available. A portion of the grant can be allocated to the training of contractors to assist with lead abatement projects. It may also fund the outreach/marketing of the lead remediation program, development of a tracking system of applications, and increase of partnerships.

Staff received communication from HUD regarding a potential extension to accommodate staff capacity. It seems likely that a 60 day extension would be granted for the Negotiation paperwork, and potentially another extension up to a year to hire or upskill staff to take on the grant.

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

**RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE**

Sale of 1210 N. 3<sup>rd</sup> Street by the City of Wausau to DNA Taverns, LLC

Committee Action: Economic Development (5-0)

Fiscal Impact: Land Sale of \$6,900

**File Number:** 24-0710

**Date Introduced:** July 9, 2024

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, Dan and Ashley Dadabo have formed DNA Taverns, LLC and have approached the City to acquire the City-owned property at 1210 N. 3<sup>rd</sup> Street; and

**WHEREAS**, the DNA Taverns team is working to purchase and rehab the Polack Inn (1206 N 3rd St) and an adjoining residence (1208 N 3rd St) and their plan would be to develop this property into a parking lot to serve the other two properties; and

**WHEREAS**, the City of Wausau purchased this property on December 30, 2005 for \$57,000 for redevelopment purchase along with several others in the vicinity; and

**WHEREAS**, this property is the last remnant of those properties purchased and by itself with a 25 to 30 foot width is undesirable for redevelopment by itself and would be better utilized by the adjoining property owners to assist in the rehab of those properties; and

**WHEREAS**, City Assessor Rick Rubow provided an estimated assessment value for the property of \$6,900; and

**WHEREAS**, at its July 2, 2024, meeting, the Economic Development Committee entertained and approved the request from DNA Taverns, LLC to sell the property for \$6,900;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau that the property at 1210 N 3<sup>rd</sup> Street be sold to DNA Taverns, LLC, for \$6,900, contingent on an approved rezoning and purchase of the adjoining properties at 1206 and 1208 N 3<sup>rd</sup> Street and that the proper staff is authorized to execute such documents as are necessary to effect the sale with Buyer responsible for all closing costs.

Approved:

---

Doug Diny, Mayor

# MINUTES

## Economic Development Committee Meeting

**Date / Time:** Tuesday, July 2, 2024, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

### In Attendance

**Members Present:** Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney

**Others Present:** Liz Brodek, Tammy Stratz, Mayor Doug Diny, Atty. Anne Jacobson, Kimm Weber (MCDEVCO), Ashley Dadabo (DNA Taverns, LLC), Tom Kilian

*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 June 4, 2024, Meeting

Postponed to next meeting

### Agenda Item 2 – Presentation by MCDEVCO (Webb)

Kimm Weber from MCDEVCO presented on what MCDEVCO does. Brief history of MCDEVCO was given, Kimm then discussed how MCDEVCO and the City of Wausau and County of Marathon work together. See YouTube recording for full *presentation (linked listed below)* at time: 3:48

### Agenda Item 3 – Discussion and Possible Action on Sale of 1210 N 3<sup>rd</sup> Street to DNA Taverns, LLC (Brodek)

Liz Brodek discussed the basis of this agenda item which is a sale from the City of Wausau to DNA Taverns, LLC. Terry Kilian posted questions/concerns regarding the location of the driveway. This is an item that is being worked out with the Engineering Department. Ashley Dadabo stated that they do have an easement on the rear of the property off the alley as well as possibly off 3<sup>rd</sup> St. Ashley Dadabo stated that she does hold other LLC's and is familiar with potential parking and traffic issues. Confirmation was given that this is a sale of the property and not a gift. Gary Gisselman inquired about the potential future development of the neighborhood. Tammy Stratz spoke to this regarding that the property was purchased as a blighted property; since the City was unable to purchase the other property (1212 N 3<sup>rd</sup> St) there is nothing that can be done with the property of 1210 N 3<sup>rd</sup> St due to the small size. Gary Gisselman also stated as long as the brick building next to the Polack Inn is refurbished he is in favor of this sale. See YouTube recording for full *presentation (linked listed below)* at time: 17:51

*Henke motioned to approve the sale, seconded by Tierney. **Motion carried 5-0.***

### Agenda Item 4 – Update - Thomas Street Redevelopment: DNR WAM Grant & Potential Transfer to Wausau Community Development Authority (Brodek)

*No Action Required.*

### Agenda Item 5 – Update: Affordable Infill Request for Bids at 722 and 727 Jefferson Street and 1019 Bridge Street (Stratz)

*No Action Required.*

### Adjourn

*Henke motioned to adjourn, seconded by Tierny. **Motion carried 5-0.***

**Meeting Adjourned at 7:00 PM**

### CITY OF WAUSAU, YouTube MEETING LINKS

*ALL City of Wausau Meetings can be viewed at:*

➤ <https://www.youtube.com/@CityofWausauMeetings>

*The ED meeting from 07/02/24 can be viewed at:*

➤ <https://www.youtube.com/watch?v=Te-fHhQEwvE>

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

| <b>ORDINANCE OF THE WAUSAU WATER WORKS COMMISSION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                            |                   |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|
| Creating Chapter 13.66 Lead and galvanized water service line replacement, Section 13.66.010 Intent and purpose, Section 13.66.020 Authorization, Section 13.66.030 Rules of construction and definitions, Section 13.66.040 Survey and inspections, Section 13.66.050 Partial or full service line material replacement; public side or customer side, Section 13.66.060 Replacement priority, Section 13.66.070 Application and Scheduling, Section 13.66.080 Financing of replacement, Section 13.66.090 Exceptions, Section 13.66.100 Prohibitions, Section 13.66.110 Severability, Section 13.66.120 Penalties. |                                                                                                                                                                                                                                                            |                   |              |
| Committee Action:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Approved 4-0                                                                                                                                                                                                                                               | Ordinance Number: | 61-5965      |
| Fiscal Impact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2024: Total Allocation- \$5,790,028 (Principle Forgiveness - \$3,641,078; Loan Amount - \$2,148,950 (this should be at a rate of 0.5%))<br>Potential for up to \$60,000,000 out-of-pocket in the following four years depending on availability of funding |                   |              |
| File Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 24-0705                                                                                                                                                                                                                                                    | Date Introduced:  | July 9, 2024 |

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

Section 1. That Chapter 13.66 Lead and galvanized water service line replacement is hereby created and made up of the following Sections outlined below.

Section 2. That Section 13.66.010 Intent and purpose is hereby created to read as follows:

13.66.010 Intent and purpose.

Lead in drinking water poses a threat to the public health. Leaching of lead from lead service lines or from galvanized lines, that are or were downstream of lead, are sources of lead in drinking water. Additionally, aged water services including lead and galvanized lines can be a source of water loss and potential contamination. The Common Council of the City of Wausau therefore finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead and galvanized service lines in use within the Wausau Water Utility distribution system, and to that end, declares the purposes of this Chapter to be as follows:

- (1) Continue to ensure that the water quality at every tap of Wausau Water Utility customers meets the water quality standards specified under the Federal Safe Drinking Water Act;

- (2) Continue to reduce the level of lead in the City's drinking water to meet EPA standards in City drinking water for the health of City residents;
- (3) Continue to meet the Wisconsin Department of Natural Resources requirements for local compliance with the EPA's Lead and Copper Rule, as revised and amended;
- (4) Continue to replace all high-risk lead water service lines and all remaining lead water service lines in use in the City; and
- (5) Limit costs by setting a service replacement schedule when federal, state, or local funding is available.

Section 3. That Section 13.66.020 Authorization is hereby created to read as follows:

13.66.020 Authorization.

This Chapter is enacted pursuant to Wis. Stats. §§ 62.11(5), 281.12(5), 66.0627(8), and 196.372, and as mandated by 42 USC 300g of the Federal Safe Drinking Water Act, as amended, enforced by the EPA and the WDNR.

Section 4. That Section 13.66.030 Rules of construction and definitions is hereby created to read as follows:

13.66.030 Rules of construction and definitions.

This section and all rules and orders promulgated under this section shall be liberally construed so that the purposes enumerated in Section 13.66.010 may be accomplished. Words and phrases shall be construed and understood according to their common and usual meaning unless the contrary is clearly indicated. Within this chapter:

*Childcare facility* means any state-licensed or county-certified childcare facility including, but not limited to, licensed family childcare, licensed group centers, licensed day camps, certified school-age programs and Head State programs.

*City* means City of Wausau.

*Confirmed water sample test* means a tap water analysis, completed after a prior analysis that indicated lead levels at or above the EPA action level, and conducted in accordance with the Lead and Copper Rule, as revised and amended, with Wis. Admin. Code § N 809.547, and with instructions provided by the Wausau Water Utility.

*Customer-side water service line* means the water conduit pipe running from the water meter to the curb stop which is the Water Utility shut-off valve usually located behind the curb on public property.

*Distribution system* means the network of water pipes, including water mains and water service lines, owned and operated by the City of Wausau Water Utility.

*EPA* means the U.S. Environmental Protection Agency.

*EPA action level* means a measure of the effectiveness of the corrosion control treatment in water systems, as established by the Safe Drinking Water Act's Lead and Copper Rule, as revised and amended.

*Federal Safe Drinking Water Act* as codified as 42 USC §§ 300f - 300j-26.

*Director* means the Director of Public Works and Utilities.

*High risk lead service* means a lead and/or galvanized customer-side water service line identified in Section 13.66.050 and any lead and/or galvanized customer-side water service line where a confirmed water sample test of a customer's tap water reveals a lead concentration at or above the EPA action level.

*Lead and Copper Rule* means the rules created by the EPA, as revised and amended, and adopted by the WDNR in response to the passage of the Safe Drinking Water Act, which provides maximum containment level goals and national primary drinking water regulations (NPDWR) for controlling lead and copper in drinking water. NPDWR regarding approved treatment techniques include corrosion control treatment, source water treatment, lead and galvanized water service line replacement and public education. The rules may be found in 56 FR 26460, 40 CFR 141.80—141.90, and Wis. Admin. Code §§ NR 809.541 through 809.55.

*Lead water service line* means a water service line made of lead and/or galvanized steel, and any lead pigtail, gooseneck or other fitting which is connected to such a line. The term can apply to the customer-side water service line and/or the public-side water service line.

*Licensed plumber* means a person, firm, corporation or other entity licensed to perform plumbing work in the City by the State of Wisconsin.

*Tenant* means person or persons in actual possession of and living at a property.

*PPB* means parts per billion.

*Property* means any possessory interest, legal or equitable, in real property, including an estate, trust, or lien, and any buildings, structures and improvements thereon.

*Property owner* means a person or legal entity having a possessory interest, legal or equitable, in property, which defined term includes an estate, trust, or lien.

*Service replacement schedule* means the schedule adopted by the Wausau Waterworks Commission for the replacement of lead customer-side water service lines based on community resources; on availability of licensed plumbers and Water Utility resources to complete service line replacements; on physical location of properties with lead customer-side water service lines; and on availability of federal, state, or local funding.

*Public-side water service line* means the utility-owned portion of the water service line from the water main to the curb stop.

*WDNR* means the Wisconsin Department of Natural Resources.

*Water Utility* means the City of Wausau public water utility and its distribution system, also known as Wausau Water Works.

Section 5. That Section 13.66.040 Survey and inspections is hereby created to read as follows:

13.66.040 Survey and inspections.

Upon notice from the Water Utility, any person who owns, manages or otherwise exercises control over a property within the Water Utility distribution system shall allow the Water Utility to inspect the customer-side water service line or have the customer-side water service line inspected by a licensed plumber or other representative as authorized by the Director to determine whether the service line is lead, copper, cast iron, galvanized steel, plastic or other material.

Section 6. That Section 13.66.050 Partial or full-service line material replacement; public-side or customer side is hereby created to read as follows:

13.66.050 Partial or full-service line material replacement; public-side or customer-side.

- (a) All of the following service line material combinations are subject to partial or full replacement with copper, and/or plastic service lines under this division as identified:

SERVICE LINE MATERIAL REPLACEMENT

| Public-Side | Customer-Side | Side Requiring Replacement |
|-------------|---------------|----------------------------|
| Lead        | Lead          | Both                       |
| Lead        | Galvanized    | Both                       |
| Lead        | Copper        | Public-side only           |
| Lead        | Plastic       | Public-side only           |
| Copper      | Lead          | Customer-side only         |
| Copper      | Galvanized    | Customer-side only         |
| Copper      | Copper        | Neither                    |
| Copper      | Plastic       | Neither                    |
| Plastic     | Lead          | Customer-side only         |
| Plastic     | Galvanized    | Customer-side only         |
| Plastic     | Copper        | Neither                    |
| Plastic     | Plastic       | Neither                    |
| Galvanized  | Galvanized    | Both                       |
| Galvanized  | Copper        | Public-side only           |
| Galvanized  | Plastic       | Public-side only           |
| Galvanized  | Lead          | Both                       |

No other service line material combinations have been identified which require replacement under this division.

- (b) All lead water service lines (as defined in section 13.66.030) must be replaced regardless of location. Where both the customer-side and public-side water service lines are lead, the customer-side lead water service line shall be replaced at the same time as the public-side lead water service line and in accordance with any applicable state and federal requirements, as revised and amended and per section 13.66.070. If a customer-side lead water service line is connected to a public-side water service line that is not a lead water service line, the replacement of the customer-side lead water service line shall be completed under a schedule determined by the Water Utility, in compliance with all local, state, and federal requirements, as revised and amended. As of the effective date of the ordinance from which this Chapter is derived, no lead water service line will be allowed to connect to a Water Utility line once replaced.

Section 7. That Section 13.66.060 Replacement priority is hereby created to read as follows:

13.66.060 Replacement priority.

- (a) Owners, managers or persons otherwise exercising control over properties within the Water Utility distribution system with customer-side lead water service lines shall be required to replace the customer-side lead water service lines according to the order of priority and replacement schedule, that are established by the Wausau Water Works Commission.
- (b) Notwithstanding the schedules set forth herein and any limitations on funding sources which may be made available to either the Water Utility or the customer, all customer-side water service lines identified herein shall be replaced at a schedule in accordance with local, state, and federal law.

Section 8. That Section 13.66.070 Application and Scheduling is hereby created to read as follows:

13.66.070 Application and Scheduling.

All existing customer-side lead water service lines that connect to a public-side water service line must be replaced. The replacement schedule will be determined by the Water Utility.

Existing customer-side lead water service lines that are connected to a public-side water service line that is scheduled to be replaced or reconstructed as part of a Water Utility or City construction project shall be replaced in conjunction with the planned construction project. The Water Utility shall give written notice to the owner of their duty to replace the customer-side lead

water service line. Scheduling of customer-side lead water service line replacements shall be coordinated with the Water Utility within 30 days of service of the written notice. Additional time to schedule the customer-side lead water service line replacement may be granted by the Director for good cause. Noncompliance with the Water Utility replacement schedule may result in enforcement pursuant to Section 13.66.120.

Section 9. That Section 13.66.080 Financing of replacement is hereby created to read as follows:

13.66.080 Financing of replacement.

A property owner shall be responsible for the cost of replacing the portion of a lead water service line that is a customer-side water service line that serves their property. The Water Utility shall be responsible for the cost of replacing all lead service lines that are public-side lead water service lines.

The City may establish a program to provide financial assistance to property owners replacing customer-side lead water service lines. If the financial assistance does not cover the complete cost of replacing the customer-side water lead service line, the property owner shall be responsible for the remaining balance.

Section 10. That Section 13.66.090 Exceptions is hereby created to read as follows:

13.66.090 Exceptions.

- (a) The Water Utility may modify the inspection requirement set forth under 13.66.040 if the customer so requests and demonstrates a compelling need.
- (b) Upon the demonstration of a compelling need, the owner of a single-family dwelling or a business to which the public has no access to tap water and with no more than five employees, may request a change of schedule or an extension of time for compliance with Sections 13.66.050 through 13.66.070.
- (c) Guidelines for the consideration of requests under subsections (a) and (b) of this section will be established by the Wausau Water Works Commission.
- (d) Compliance deadlines will be calculated on a calendar year basis but may be deferred during the months of December through March on the basis of weather constraints.

Section 11. That Section 13.66.100 Prohibitions is hereby created to read as follows:

13.66.100 Prohibitions.

It shall be unlawful for any person to fail to comply with the applicable customer-side lead water service line replacement requirements as set forth herein or to violate any other provision of this Chapter.

Section 12. That Section 13.66.110 Severability is hereby created to read as follows:

13.66.110 Severability.

If any section or portion of this chapter is for any reason determined to be invalid or unconstitutional by the decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections or portions of this Chapter.

Section 13. That Section 13.66.120 Penalties is hereby created to read as follows:

13.66.120 Penalties.

Any person who violates any provision of this Chapter may be subject to a forfeiture of no less than \$50.00 and no more than \$1,000.00. Each day a violation continues may be considered a separate offense.

Section 14. That Section 13.66.130 Authority to Discontinue Service is hereby created to read as follow:

//

13.66.130 Authority to Discontinue Service.

As an alternative to any other methods provided for obtaining compliance with this Chapter regarding replacement of a customer-side lead water service line, if it is determined by the Water Utility that an illegal customer-side lead water service line endangers public health, safety, or welfare, and requires immediate action, the Water Utility may discontinue water service to such property after reasonable opportunity has been given to make the appropriate replacement. The customer shall have an opportunity for a hearing pursuant to Wis. Stat. Ch. 68 before the Wausau Water Works Commission, within ten days of such emergency discontinuation of services. Water service to such property shall not be restored until the illegal customer-side lead water service line has been removed, and its replacement has been installed in compliance with the provisions of this section and approved by the Water Utility.

Section 14. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 15. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

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Doug Diny, Mayor

Attest:

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Kaitlyn Bernarde, City Clerk



## Minutes of June 25, 2024

A meeting of the Wausau Water Works Commission was called to order at 10:00 a.m. in City Hall on Tuesday, June 25, 2024. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on June 21, 2024.

Members Present: President Diny, Commissioners Robinson, Gehin, Watson

Excused Member: Force

Others Present: Scott Boers, Eric Lindman, Ben Brooks, Anne Jacobson, Tegan Troutner, MaryAnne Groat

### 1) Approve Minutes of June 4, 2024 Meetings.

Watson motioned to approve minutes. Seconded by Robinson.

Motion Carried 4-0.

### 2) Director's Report on Utility Operations.

Lindman highlighted the updates on the Lead Service Line Replacement with the current project and the funding application for 2025 and for the loan closing this year. Department of Natural Resources (DNR) wasn't ready to close on the loan earlier so we went through with CIP and started uploading our documents. We are up to the point now where we only need our financials uploaded. The quickest we could close might be in August but it may get pushed to September. Goal is to make the August City Council meeting with the financial assistance agreement for approval. Installations for the lead service line replacements began this week starting on the southeast side then will proceed to the other 2 census tracks with the plan to replace about 700 this year. Anyone have any questions?

Director's Report Placed on File.

### 3) Discussion and Possible Action Approving a Lead Service Line Replacement Ordinance.

Diny advised this had several iterations and the approach is to keep it as general as possible to give us flexibility moving forward not knowing all the details on grants, or timelines for funding moving forward. We are required as part of the grant application process and given points that allow us these grants to make it easier for the city to complete this task. I'd like to see us move this to council for consideration.

Gehin questioned if we could amend the draft to state meter instead of customer's meter? it was in the previous draft but didn't see it in this one. There should be verbiage explaining the lead service line to be replaced is from the curb box to the water meter and not the internal plumbing of the home, this should be made clear.

Robinson questioned if we wanted to have verbiage subject to council approval if we don't have funds on the private side and need to do special assessment, does the commission have permission to enforce special assessments? Looking at financing 13.66.080- page 6- Financing replacement, is there opportunities or special assessments?

Lindman replied, that's a special charge because it's the private side but the next paragraph says the city may establish a program to provide financial assistance to the property owners

which leaves that ability open and would need to be approved by council to set up a loan repayment or special charge. That would be a recommendation by the commission to council who would make the decision when it comes to financials just like other assessments and projects. If there's a program in place, the council will establish that program that includes the payback and terms associated with the cost.

Troutner reiterated that it would be the council who made the final decision if the city establishes a program to apply for financial assistance so it's not set in place right now because the city may or may not establish it.

Diny replied, it is the homeowner's responsibility. If you look at this year, we are looking at 2/3, 1/3, if we were charging, it would be \$1,500 over 5 years pay back, roughly \$300 year. But because we can't predict the next 3-5 years and funding availability and variables, this is the best language.

Lindman reiterated that the commission sets the priority for the projects but the council establishes the funding for it, if the commission wanted to do a project, like in our capital projects, and the council is not supportive for funding it, those projects don't happen, so ultimately the council determines the financial decisions during the budget process and any special projects.

Robinson stated he didn't see that in the ordinance.

Troutner advised while its not written in the statutes, that's how the procedures go. If you keep reading, ordinance refers to the council. Do you want subject to public funding added to the 2<sup>nd</sup> paragraph, city may establish a program to provide financial assistance?

Lindman replied, the language we chose saying the city may establish a program refers this back to the Council. The council is the decision maker for the financial portion. From legal standpoint, the city council makes the decision and changes for the special assessments. I have spoken with CIP at length and there will be the start of a broader public outreach campaign for the lead service lines to include health risks and education about the equiflow program and its association with the city. We were on tight deadlines so we focused on the first couple of census tracks but we need to reach out to the rest of the city. From year to year there will be potential complaints that some residences get their replacement for free and others may have to pay, this is in part to how the federal funding is being dispersed.

Gehin moved to approve lead service line replacement ordinance amending the customer's meter to generic water meter if that's still in this draft and a statement that this doesn't apply to internal plumbing, just the line from the curb to the water meter and not beyond that. Seconded by Watson.

Motion carried 4-0.

#### **4) Discussion and Possible Action on the 2023 Public Service Commission (PSC) Report.**

Lindman began Groat is here in case of any financial questions but over the last few years there have been items added by the PSC such as age of our water mains and inventory of service lines. The inventory continues to be a living document and will be updated as we go through the lead service line replacement projects. We have return on rate computation in the report and outline sale of water and calculated water loss. There is a lot of information in here.

Groat highlighted this is the first year of workday so there were many challenges to complete the report in the order the PSC wants to see it, next year will be better. Every year PSC adds additional information they want. Revenues were \$10.1 million vs the \$7.5 million the previous year so \$2.6 million increase in revenues. Operating expenses \$1.2 million increase, chemicals were a big part of that. Net income \$2.9 million vs \$1.4 million. You could see down on the report, misc. non-operating income \$1.1 million; this is contributions from the city for the projects so its not real cash. Page F7 is the balance sheet, cash continues to be a

struggle for the water utility. Operating cash was a deficit of \$147k, compared to \$923k at end of 2022. Investment in assets about \$800k worth of meters. Debt increased as the utility took out interim financing of \$17.5 million for GAC with loan closing this Thursday. There is a rate of return in here, page F23- 4.23% vs 3.02% of last year, hopefully, a full year this year of rate will help us gain our cash position back to a positive rate. We postponed payment back to the sewer utility to help with cash. The sewer's income is based on water usage so they need to pay for meter costs as well. The PSC governs the process to allocate meter costs to the sewer utility, they are paying a depreciation rate over a 20-year period and not looking at those upfront costs.

Lindman stated in 2018, we changed over meters from Neptune to Sensus, our goal was to increase meter exchanges throughout the city, we had old meters not reading so meter readings and usage are not accurate, we are losing revenue on an annual basis. When we started ordering those meters, they became hard to get, manufacturers shut down. We had about 8,000 meters on order and those orders just carried over year to year. Last year and going into this year we started getting those meters and that is why there is such a large cash outlay instead of over 5–6-year period.

Groat referred to W-07 for tax equivalent that the water utility pays the city based on an average plant and tax rates, the calculation came out to \$1.8 million, the city defrayed and allocated \$1.5 million. In August, Ehler's will go through financial projections to look at ways we could decrease that. I have my hands in both the Utility and City's pockets, if you take from one the other pocket is lighter. All parts of government are being affected by inflation.

Gehin questioned if there was a typo on the number of employees. Page1 of Schedule F06 says 31 employees. This report should not include the sewer.

Groat replied it could include sewer utility and the front counter.

Lindman replied 21 is not accurate either. Dvorak advised she had made a correction but not sure which part she corrected.

Gehin questioned the 17% water loss. Last year was under 10%.

Lindman replied that a lot of it had to do with the meters. One was just changed out from 1968. We have a lot of meters in the 2000s that are no longer reading. This year is the first year we are shutting off water to force residents to allow us to make meter changes. When the new meters go in, we'll start getting complaints because they haven't really been paying their appropriate water bills.

Boers stated, we've been working on trying to be more accurate in our water facility. Water meters at the new plant was tested after the first year and remain accurate. We started using more metering at our process water, so if we had running water line for freezing, we are putting a meter and getting more accurate reading. Our reporting has gotten better, there are only a couple of variables left and water meters were one of them. We have a lot of meters that were put in 2012-2013 that are reaching that 10-year lifespan. Last couple of months, we've been looking at the failure rates, there's a large failure rate meters that we are going through. We couldn't get meters for a couple of years, then we had the switch of meters, then covid, so we couldn't get into the homes. 2 years ago, we ordered 8,000 meters and last year and first part this year we finally got 2,500. We are holding onto those too because we don't want to go into people's homes for the lead service lines and not replace those meters. If they are getting a new service, we are changing out their meters at that time. Couplings and elbows are getting hard to find and we have those ordered too but just haven't received them. We are suspecting more loss through the meters and residence/homeowners than the distribution lines.

Robinson questioned if we should put the rain barrels under the water conservation program.

Boers referred to Lindman as he asked the PSC and they advised not to put it in the report.

Gehin questioned what the standard was and if it were 15% water loss?

Diny stated we'll have to weigh those out for the replacements, because if we asked the homeowners to bring their meters out of a pit, then later we go in and change their water service lines they may be paying twice, we want to make this as equitable as possible for the homeowners. We need to make every effort to get our water loss under 15%.

No Action Needed.

**5) Update from Regulatory Affairs Seminar and Upcoming Regulations.**

Lindman stated he attended the seminar and this year they focused on lead service line replacements. There's a lot of agencies we don't hear from that speak and attend this conference. Like the Association of State Drinking Water Administrators (ASDWA), they tell the DNR what to do. Hearing about what regulations might be coming down. There's going to be no shortage of additional regulations coming down which all deals with economics. The big push right now is Cyber Security and that would be additional costs to the utility both Water and Wastewater, those are happening and will be coming in the next 12-18 months, there could be requirements. The DNR/EPA is going to continue to look at the regulations whether it's the lead and copper rule, disinfection byproducts rule, or other emerging contaminants, all the municipalities that were there were pushing back stating this continued push is inundating users with costs that we can't keep up with.

Robinson questioned the pinch points relative to cyber security because we are automated.

Lindman replied, it's the remote access. The operators on call could remote access in with a tablet, some consultants provide updates remotely to our SCADA system and programming. A Cyber Security assessment will eventually be required, then a cyber security plan. The DNR says the EPA wants to regulate cyber security directly to utilities and they are not happy with that because the DNR regulates the utilities, there's friction there with the Feds and the State. DNR says they don't want to house these documents and it's an open record, so they don't want them to be accessed. They are not sure how they are going to regulate it, that's one of the holdups. As we know more, I will provide updates.

No Action Needed.

**6) Discussion and Possible Action Establishing a Day and Time for the Monthly Wausau Water Works Commission Meeting.**

Diny questioned what the commissioner's thoughts on dates/times were after sharing the availability of the Council Chambers and could do like 11 to 12:30 to be more accommodating.

Gehin preferred earlier in the week. Watson preferred around lunch hour.

Consensus reached to schedule meetings in the AM starting with August 6<sup>th</sup> to move from 1:30pm to 11:00am. 1<sup>st</sup> Tuesdays 11:00AM to 12:30PM.

All present agrees, no formal Action Taken.

**7) Adjourn.**

Watson motioned to adjourn. Seconded by Gehin.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Gina Vang, Recording Secretary

S:\WaterWorks\Common\WaterCommission\2024\August\WWWC\_20240625\_Minutes.doc.

Department of Public Works & Utilities



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

**TO:** Wausau Waterworks Commission

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

**DATE:** June 25, 2024

**SUBJECT:** Updated Lead Service Line (LSL) Replacement Ordinance

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Based on previous discussions related to the LSL ordinance there are sections of the ordinance that were simplified in order to allow the Commission/Council to determine financial and timelines for replacement of lead water service lines.

Each year the replacement of lead water service lines will be evaluated, for both a schedule of replacements and financial obligations. The ordinance, as proposed now, does not try to define either of these items but outlines the requirement and priority for replacement as well as who is responsible for which portion of the lead service line and allows the city to adopt a financing plan as needed on a year-to-year basis. Keeping the ordinance more general allows wide flexibility based on annual funding and prevents the need for continuous amendments of the ordinance.



**TO:** Wausau Water Works Commission

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

**DATE:** May 7, 2024

**SUBJECT:** LSL Replacement Ordinance – Language Revisions and Considerations

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Attached is the latest version of the Lead Service Lateral (LSL) Replacement Ordinance. A summary of the questions posed from the Commission during the past several Water Works Commission meetings are as follows:

- Is the ordinance required by the US EPA Lead & Copper Rule (LCR)? *No, an LSL Replacement Ordinance is not required at this time by the (LCR), unless the Commission wants to use user rates to pay any loans related to private side LSL replacement. However, the ordinance would provide us additional points when requesting funding from the State/Feds/DNR for the LSL replacement project. Further, without an ordinance any loans would need to be paid back using “other” funding.*
- What is the benefit and need to having an LSL ordinance? Should the Commission want to use user rates to pay any loans related to private side LSL replacement an ordinance would need to be in place AND the PSC would need to formally approve the ordinance and use of funds. The ordinance would provide additional points through the WDNR SDW loan program for the LSL replacement project. Further, without an ordinance any loans would need to be paid back using “other” funding. In addition, the WDNR SDW program stated that if using their funding no partial replacements may be done, even if the LCR allows an exception. Each entity we are working with is establishing their own criteria.
- What is the City's/Utility's role to pay for the customer side LSL? *There is no requirement for the utility or the city to pay for the private side LSL. From past experience, if the City requires the homeowner to bear the cost of replacement, there will be fewer participants. Some funding options are laid out later in this memo.*
- Who is responsible for setting the policy on how private LSLs are to be paid? *Ultimately, the Common Council would have final approval over any policy the Commission recommends. If the Commission wants to recommend a policy be set, they would send that policy to the Finance Committee and the Finance Committee would provide a recommendation to the Common Council. The policy likely would be an ordinance. The reason both the Finance Committee and the Common Council would need to provide the final recommendation and approval is because the policy involves borrowing/loans.*

- What does funding look like in future years? *This is a difficult question to answer because grant opportunities and loan options may vary from year to year. However, 2025 funding is likely to be a similar percentage split as 2024, 63% principal forgiveness (PF) & 37% loan. Future years are more likely to be 50% PF & 50% loan because we will be working in non-LMI census tracts so the PF calculation is likely to be less. Bids were received with favorable pricing for the next 3-years, so the amount of overall loan/PF has been updated in the ordinance document. I have also included an attachment of the predictions on funding and possible debt payments for a 5-year replacement program and a 10 year replacement program. These are estimates as the amount of funding each year is unknown.*
- Will replacements be required and when? *Currently the Lead and Copper Rule Improvement (LCRI) does "require" the replacement of the public and private side LSL, and no partial replacements are allowed. The only exception is for planned infrastructure work (Street reconstruction) not solely for LSL replacement and emergency repairs of infrastructure. But because the SDW loan program does not allow partial replacement with DNR funding, this exception will not be allowed on our street reconstruction projects. The LCRI also reduces the lead action level from 15ppb to 10ppb and requires both 1<sup>st</sup> & 5<sup>th</sup> liter sampling. The LCRI establishes that a Community Water System needs to establish a 10-year replacement plan.*

#### Funding options for Private side LSL Replacement. **(Possible options for 13.66.080)**

1. City may use general obligation to pay back the loan portion of the funding.
2. City approves an ordinance, receives PSC approval, and uses user rates to pay 50% of the cost. Remaining 50% paid by other fund source.
3. City may set up special assessments/loans for the homeowner to pay back. There are many options to consider with this type of structure:
  - a. City sets homeowner obligation amount (percentage or fixed amount) and uses a special assessment for homeowner to pay all or portion of their replacement.
  - b. City may determine time frame to have the loan paid back or may defer the payment to a future year.
  - c. City may decide to have payment due upon sale of home, or payment to begin in 3-years with a pay back time of 5-years. There are many options to consider.
4. A provision regarding rental property may want to be considered. Rental properties are businesses and not owner-occupied properties. Thus, it may be appropriate to separate these properties out and require the landlord pay their portion of the LSL replacement.
5. All known day cares and schools to date do not have LSL's on the public or the private side. If new day cares are formed, then this could change. So it may be a good idea to have a requirement that a property may not be a day care until the LSL is replaced.

#### Goals/Plans for future years of LSL Replacement.

- 2025 – 1500 LSL's and focus on full lead line locations, both public/private still in place.
- 2026 – 1500 LSL's and focus on full lead line locations, both public/private still in place. This should complete all public side LSL's in the city.
- 2027 – 2000 LSLs and anticipate less PF given starting this year and will focus on remaining private side LSL's.
- 2028 – 2000 LSL's and complete remaining private LSL's.

Once we complete the public side LSL's then the only remaining private side LSL's would be on the property owner to agree to replace. As long as there are LSL's in the system, the utility would be required to complete bi-annual testing, reporting and maintaining all other requirements related to the LCR.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2022 Byrne Justice Assistance Grant Program Award

Committee Action: Pending

Fiscal Impact: Grant award of \$14,990.00

File Number: 24-0706

Date Introduced: July 9th, 2024

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |
|               |                                                                                                                                                                                                 |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

**WHEREAS**, applications were due in response to a FY 2022 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2023, but will still be accepted; and

**WHEREAS**, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

**WHEREAS**, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$14,990.00, has been received; and

**WHEREAS**, your Finance Committee on July 9<sup>th</sup>, 2024, received public comment and recommended acceptance of the grant; and

**WHEREAS**, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2022 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$14,990.00.

Approved:

---

Doug Diny, Mayor



# Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

**MEMO: JAG (Justice Assistance Grant)**

**06/26/2024**

The Wausau Police Department partners with the Marathon County Sheriff's Department every year in our application to the Federal Government for a JAG grant. The Marathon County Sheriff's Department facilitates and manages the grant.

Prior to receiving funding, governing bodies from Marathon County and the City of Wausau must approve the acceptance of the grant.

This year the JAG grant is for \$16,490. After discussing how best to utilize these funds, the Wausau PD and Marathon County Sheriff's Department agreed to again spend the funds on digital forensic computer software utilized in the processing of cell phones. The total cost of this software is more than \$20,000 per year. The Wisconsin Department of Justice and the Marathon County Sheriff's Office have agreed to partner with us and fund the remainder of the purchase price.

We failed to complete the Interlocal Agreement last year in our application for the JAG grant. Fortunately, we are still eligible to receive these funds retroactively provided we deliver a signed agreement. Attached to this memo is both the current and past agreements.

The Wausau Police Department and the Marathon County Sheriff's Office have used our annual JAG grant to purchase software for the last several years.

Searching the contents of cell phones has become an important part of many criminal investigations. Oftentimes the cell phones we seize as evidence are locked, or password protected. This software will unlock cell phones. After using this, or similar software for the several years, we have found this tool to be very important in our investigations and necessary.

The Wausau Police Department is asking that a motion be made to accept the current JAG Grant in the amount of \$16,490 to be used to purchase forensic software in partnership with the Marathon County Sheriff's Department and accept the retroactive JAG Grant from last year in the amount of \$14,990.

Thank you,

**Matthew Barnes**

Matthew Barnes  
Chief

Todd Baeten  
Deputy Chief

Benjamin Graham  
Detective Captain

Melinda Pauls  
Patrol Captain

Nathan Cihlar  
Administrative Captain

**GRANT AWARD NUMBER: 15PBJA-22-GG-02874-JAGX**

**THE STATE OF WISCONSIN**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF MARATHON**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN**

**2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award**

This agreement is made and entered into this 17<sup>th</sup> day of June, 2024 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

**WHEREAS**, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

Marathon County will serve as the fiscal agent for the dispersion of the \$14,990 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility.

**Section 2.**

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, October 1, 2023.

**GRANT AWARD NUMBER: 15PBJA-22-GG-02874-JAGX**

**Section 3.**

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

**Section 4.**

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

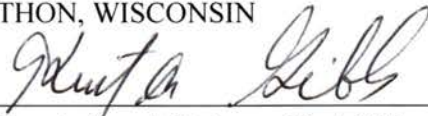
The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 7.**

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

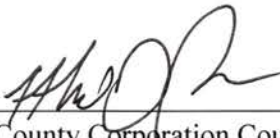
CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

\_\_\_\_\_  
Mayor Doug Diny

  
\_\_\_\_\_  
County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk Kaitlyn Bernarde

  
\_\_\_\_\_  
County Corporation Counsel Michael Puerer

APPROVED AS TO FORM: \_\_\_\_\_

Contract Authorization

\_\_\_\_\_  
City Attorney Anne Jacobson

\*By law, the Marathon County Corporation Counsel may only advise or approve contacts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2023 Byrne Justice Assistance Grant Program Award

Committee Action: Pending

Fiscal Impact: Grant award of \$16,490.00

File Number: 24-0707

Date Introduced: July 9th, 2024

**FISCAL IMPACT SUMMARY**

|               |                                                                                                                                                                                                 |                                                                     |                                        |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                        |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source:</i>                  |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <i>Annual Retirement</i> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                         |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                        |

**RESOLUTION**

**WHEREAS**, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

**WHEREAS**, applications were due in response to a FY 2023 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), in 2024; and

**WHEREAS**, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

**WHEREAS**, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$16,490.00, has been received; and

**WHEREAS**, your Finance Committee on July 9<sup>th</sup>, 2024, received public comment and recommended acceptance of the grant; and

**WHEREAS**, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2023 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$16,490.00.

Approved:

---

Doug Diny, Mayor

**GRANT AWARD NUMBER: 15PBJA-23-GG-03920-JAGX**

**THE STATE OF WISCONSIN**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF MARATHON**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN**

**2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award**

This agreement is made and entered into this 17<sup>th</sup> day of June, 2024 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

**WHEREAS**, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

Marathon County will serve as the fiscal agent for the dispersion of the \$16,490 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility.

**Section 2.**

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, October 1, 2023.

**GRANT AWARD NUMBER: 15PBJA-23-GG-03920-JAGX**

**Section 3.**

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

**Section 4.**

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

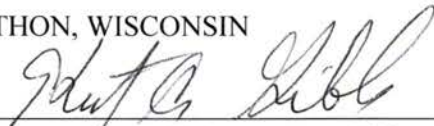
The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 7.**

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

\_\_\_\_\_  
Mayor Doug Diny

  
\_\_\_\_\_  
County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk Kaitlyn Bernarde

  
\_\_\_\_\_  
County Corporation Counsel Michael Puerner

APPROVED AS TO FORM: \_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
City Attorney Anne Jacobson

\*By law, the Marathon County Corporation Counsel may only advise or approve contacts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

## RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the City of Wausau to enter a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.

Committee Action: Pending

Fiscal Impact: City: \$238,000/year District: \$306,000/year

File Number: 24-0708

Date Introduced: July 9, 2024

### FISCAL IMPACT SUMMARY

|        |                                                                                                                                                                     |                                                                     |                                                    |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------|
| COSTS  | Budget Neutral                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Results in approx. \$100,000 in additional revenue |
|        | Included in Budget:                                                                                                                                                 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Budget Source:                                     |
|        | One-time Costs:                                                                                                                                                     | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Amount:                                            |
|        | Recurring Costs:                                                                                                                                                    | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Amount: Approx. \$238,000 per year                 |
| SOURCE | Fee Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                                            |
|        | Grant Financed:                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                                            |
|        | Debt Financed:                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount Annual Retirement                           |
|        | TID Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                                            |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |                                                                     |                                                    |

## RESOLUTION

**WHEREAS**, the Wausau School District (DISTRICT) desires law enforcement services to be provided to DISTRICT schools and the community by the City of Wausau (CITY), namely, the providing of such services through School Resource Officers (“SROs”);

**WHEREAS**, the Parties desire to foster a relationship of mutual respect and understanding in order to build positive, supportive, safe and secure school environments;

**WHEREAS**, the DISTRICT and the CITY desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the DISTRICT and community;

**WHEREAS**, the provisions of 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act (“FERPA”), permit the DISTRICT, at its option to designate a unit of commissioned police officers as the DISTRICT’s “Law Enforcement Unit” to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of the DISTRICT and hereby so designate such unit; and

**WHEREAS**, your Finance Committee, at its July 8, 2024 meeting has reviewed and recommended approval of the 2024-2027 shared services agreement;

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau, the City of Wausau is authorized to enter into a 3-year (2024-2027) shared services agreement with the Wausau School District for School Resource Officers.

Approved:

---

Doug Diny, Mayor

**To:** Finance Committee

**From:** Matthew Barnes, Chief of Police

**Date:** 6/26/2024

**Re:** Renewal of SRO Shared Services Agreement with WSD (2024-2027)



**SCHOOL  
RESOURCE  
OFFICERS**



**2024-2027  
CONTRACT**

## **Synopsis**

The Police Department is seeking approval of its 3-year shared services agreement by and between the Wausau School District and City of Wausau for school resource officers (SROs).

## **Introduction**

The Police Department is seeking your approval of a new shared services agreement between the City of Wausau and the Wausau School District, effective from August 1, 2024, to July 31, 2027. The current contract, which concludes on July 31, 2024, has facilitated a productive partnership, particularly in terms of the provision of school resource officers (SROs) by the Wausau Police Department.

The Police Department supplies four SROs and two therapy dogs. The SROs are assigned to each high school and middle school. Middle school SROs extend services to elementary schools on their respective sides of the river.

## **Overview of Proposed Agreement Changes**

### **1. Reimbursement Rate Increase:**

- The current contract stipulates a reimbursement rate of 50% of the SROs' wages and benefits for nine months of the year.
- The proposed contract increases this rate to 75% for the same period. This adjustment is justified by the significant amount of time SROs dedicate to the schools, ensuring safety and fostering a positive environment for students and staff.

## 2. **Training Reimbursement Increase:**

- The annual training reimbursement will increase from \$1,400 to \$2,000. This increment supports the continuous professional development of our SROs, ensuring they are equipped with the latest skills and knowledge to serve our school community effectively.

## **Financial Impact**

The proposed changes will result in approximately \$100,000 in additional reimbursement to the City of Wausau per year. This increase reflects a more accurate and fair allocation of costs based on the actual time and resources committed by our officers to the District.

The maximum annual cost for four SROs is about \$544,000. The proposed contract would cover up to 56% of that cost, or about \$306,000 annually.

## **Justification**

- **Equitable Cost Distribution:** The shift from 50% to 75% reimbursement is a conservative yet fair adjustment that aligns more closely with the actual time SROs spend in schools. This ensures a more equitable distribution of costs between the City and the School District. Shifting additional cost to the District also results in a more equitable distribution of cost-share with non-residents. Those residing outside the City limits who have children enrolled in the School District will now share in a greater cost of the services they benefit from.
- **Value of SROs:** Both the Police Department and the Wausau School District place high value on the presence of SROs. These officers play a crucial role in maintaining safety, providing mentorship, and building positive relationships with students.
- **Enhanced Training:** Increased training reimbursement ensures that our officers receive adequate professional development, keeping them prepared to address the dynamic challenges within the school environment.

## **Possible Use of Additional Income**

As reported to Finance and Council in preceding months, the Victim Resource Unit, comprised of a mental health therapist, crime response specialist, and officer will see a minimum decrease of \$68,400 to its budget in the '24 – '25 federal fiscal year (beginning October '24). Grant awards will not be announced until August/September. We anticipate using the additional income realized through the shared services agreement to sustain the vital services the Victim Resource Unit provides.

## **Wausau School District Action**

On June 24, 2024, the Wausau School Board granted preliminary approval of the shared services agreement. Final action will be taken on Monday July 8<sup>th</sup>.

## **Recommendation**

The new shared services agreement between the City of Wausau and the Wausau School District represents a well-considered and mutually beneficial partnership. The proposed changes ensure the financial responsibilities are more equitably shared and that our SROs are adequately trained and compensated for their invaluable service.

We respectfully urge the City Finance Committee to approve the new agreement, thereby continuing to support the essential role of school resource officers in our community.

**Possible Motion**

To approve the 2024-2027 shared services agreement by and between the Wausau School District and City of Wausau for school resource officers.

**SHARED SERVICES AGREEMENT  
BY and BETWEEN  
WAUSAU SCHOOL DISTRICT  
AND  
CITY OF WAUSAU  
for  
SCHOOL RESOURCE OFFICERS**

Pursuant to the authority granted by Wis. Stat. § 66.0301, this SHARED SERVICES AGREEMENT (“Agreement”) is being entered into by and between the WAUSAU SCHOOL DISTRICT, a Wisconsin school district (“DISTRICT”), and the CITY OF WAUSAU, a body corporate organized under the laws of Wisconsin (“CITY”) (collectively referred to hereinafter as “Party” or “Parties”).

**RECITALS**

The Parties recite and declare as follows:

**WHEREAS**, the DISTRICT desires law enforcement services to be provided to DISTRICT schools and the community by the CITY, namely, the providing of such services through School Resource Officers (“SRO”);

**WHEREAS**, the Parties desire to foster a relationship of mutual respect and understanding in order to build positive, supportive, safe and secure school environments;

**WHEREAS**, the DISTRICT and the CITY desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the DISTRICT and community;

**WHEREAS**, the provisions of 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act (“FERPA”), permit the DISTRICT, at its option to designate a unit of commissioned police officers as the DISTRICT’s “Law Enforcement Unit” to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of the DISTRICT and hereby so designate such unit; and

**WHEREAS**, the DISTRICT and the CITY have agreed to provide such special law enforcement services to the school system and community upon such certain terms and conditions provided hereinafter.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to work together to provide for School Resource Officer services, as follows:

A. Scope of Services and Schedule of Payments

Services on behalf of the CITY will be performed by the Wausau Police Department. This Contract is for the placement of four (4) law enforcement officers, known as School Resource Officers, ("SRO"), primarily at John Muir Middle School, Horace Mann Middle School, Wausau East High School, and Wausau West High School in the Wausau School District. The DISTRICT and CITY will jointly determine the placements of individual SROs. The CITY will perform the following services and be paid by the DISTRICT according to the following attachments which are hereby incorporated and made a part of this Contract:

For Services see: Attachment A, "Scope of Services."

For Payments see: Attachment B, "Payment for Services."

B. Entire Agreement

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

C. Assignability/Subcontracting

The CITY shall not assign or subcontract any interest or obligation under this contract without the DISTRICT's prior written approval.

D. Designated Representatives

1. The CITY designates the Chief of Police or his/her designee as Contract Agent for the Department with primary responsibility for the performance of this contract.
2. The DISTRICT designates the Superintendent or his/her designee as the Contract Administrator for the DISTRICT.

E. Independent Contractor

1. The CITY and the DISTRICT agree that the SRO is an employee of the CITY and will be acting as an independent contractor of the DISTRICT in the performance of such duties under this Agreement. As such, the SRO shall be subject to the administration, supervision, and control of the CITY.
2. The SROs shall be subject to all applicable labor agreement(s), personnel policies, and practices of the CITY except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. Subject to the terms of this Agreement, the CITY shall have the power and authority to hire, discharge, and discipline SROs.

F. Execution and Progress

1. Services under this Contract shall commence as described in Attachment A, Scope of Services.
2. The CITY shall complete the services under this Contract within the time for completion specified in Attachment A, Scope of Services, including any amendments. The time for completion may be extended by the DISTRICT in the event of unavoidable delay caused

by war, insurrection, natural disaster, or other unexpected event beyond the control of the parties.

G. Amendment

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

H. Additional / Special Event Services

The DISTRICT may request the CITY to perform additional services in relation to special events, according to the procedure and compensation set forth in Attachment B.

I. No Waiver

No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of the parties 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 affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CITY 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.

J. Severability

It is mutually agreed that in case any provision of this contract is determined by any court to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

K. Notices

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, or hand delivered to the addresses of the parties listed below.

|               |                                                                                     |
|---------------|-------------------------------------------------------------------------------------|
| For the CITY: | Chief of Police<br>Wausau Police Department<br>515 Grand Avenue<br>Wausau, WI 54403 |
|---------------|-------------------------------------------------------------------------------------|

|          |                                                                 |
|----------|-----------------------------------------------------------------|
| Copy to: | City Clerk<br>City Hall<br>407 Grant Street<br>Wausau, WI 54403 |
|----------|-----------------------------------------------------------------|

|                   |                |
|-------------------|----------------|
| For the DISTRICT: | Superintendent |
|-------------------|----------------|

Wausau School District  
415 Seymour Street  
Wausau, WI 54403

L. Third Party Rights

This contract is intended to be solely between the parties hereto. No part of this contract 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.

M. Jurisdiction and Venue

This contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and enforced in Marathon County Circuit Court.

N. Compliance with Applicable Laws

The DISTRICT, its agents and employees shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Contract. The parties understand that there is a labor agreement between CITY and the Wausau Professional Police Association (“WPPA”), which to the extent applicable, governs the relationship between CITY and the SRO.

O. Compensation

Compensation shall be paid in accordance with Attachment B.

P. Indemnification/Hold Harmless

The CITY agrees to defend, indemnify, and hold harmless the DISTRICT, its elected and appointed officials including the school board, administration, employees, agents, representatives and volunteers, individually and collectively, from and against all suits, claims, legal actions, demands, and judgments including any and all damages, liabilities, attorneys’ fees, costs and expenses of whatever kind or nature arising from personal injuries, property damage, bodily injuries or otherwise, that may arise from or alleged to be caused by the CITY or any of its employee’s act, omission, fault or negligence in connection with, or relating to this Agreement.

The CITY agrees to provide a certificate of insurance for liability coverages satisfactorily to the DISTRICT and will name the DISTRICT as an additional insured on said liability policy and provide a physical copy of the additional insured endorsement to the DISTRICT’s representative.

The DISTRICT hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of DISTRICT

or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to the use or occupancy of the DISTRICT's land, facilities, or equipment.

The DISTRICT shall reimburse the CITY, its elected and appointed officials, officer, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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

The DISTRICT further agrees to provide a certificate of insurance for liability coverages satisfactorily to the CITY, including naming the CITY as an additional insured on the certificate of insurance.

Q. Termination

1. This agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:
  - a. By mutual agreement of the Parties, at any time;
  - b. By one party giving at least 30 days' written notice to the other party;
  - c. At the discretion of the CITY, if DISTRICT materially fails to perform any of DISTRICT's obligations under the Agreement and such failure is not cured within 30 days after DISTRICT's receipt of a written notice from CITY;
  - d. At the discretion of DISTRICT, if CITY materially fails to perform any of the CITY's obligations under the Agreement and such failure is not cured within 30 days after receipt of a written notice from DISTRICT.
  - e. In any event, the CITY shall be entitled to compensation for services satisfactorily rendered through the date of effective termination.

R. Term

The term of this Agreement shall be 3 years, from August 1, 2024 through July 31, 2027.

S. Non-Discrimination

1. In the performance of work under this contract, the DISTRICT agrees not to discriminate against any CITY employee or applicant for employment because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status. The DISTRICT further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
2. In the performance of work under this contract, the CITY agrees not to discriminate against any DISTRICT employee, volunteer, student or student family member because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy,

or marital or parental status. The CITY further agrees not to discriminate against any employee or applicant for employment, subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

IN WITNESS WHEREOF, the parties hereto have set their hands at Wausau, Wisconsin.

**THE WAUSAU SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Superintendent

Title: President, Board of Education

**THE CITY OF WAUSAU, WISCONSIN**  
**a municipal corporation:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Mayor

Title: City Clerk

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

The City of Wausau (“CITY”) through the Wausau Police Department will provide the following service to the Wausau School District (“DISTRICT”):

#### **I. BACKGROUND:**

- A. The Chief of Police will assign four (4) law enforcement officers, to DISTRICT schools in the capacity of School Resource Officer (SRO). The DISTRICT and CITY will collaborate to jointly determine the placement of each SRO. These assignments will be on a full-time basis for the school year during the term of this Agreement, as more particularly described below in Section II.

#### **B. Goals**

- 1. The Parties and their respective personnel will work cooperatively to carry out this SRO Agreement so as to enhance the safety of students, staff and the community and maintain an environment in which education and learning can take place. It is the intent of this agreement that the relationship between the Parties be characterized by cooperation and mutual respect for each Party’s policies, duties and responsibilities. It is understood that the CITY remains responsible to adhere to and comply with its own policies and all applicable local, state and federal law.
- 2. The Parties are committed to providing a balanced approach to police service in the schools reflecting both the community educational role and the law enforcement role of the SRO. The SRO duties shall be consistent with the SRO job description which is attached hereto as Attachment C.
- 3. The Parties are committed to anti-discrimination. SROs shall perform their duties with due consideration for the mental health status, racial, cultural, ability or other differences of those they serve. The CITY shall provide law enforcement services and enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

#### **II. ROLES AND RESPONSIBILITIES OF THE PARTIES**

##### **A. Coordination and Planning**

- 1. The Chief of Police or his/her designee and the Superintendent or his/her designee shall meet at least annually to assess and discuss the scope of services and the implementation of this Agreement.
- 2. The SRO and the administrator(s) of the SRO’s assigned building shall meet or otherwise communicate weekly, or as otherwise mutually agreed, to discuss daily

activities and other trends or matters that affect the safety and security of students and staff.

**B. Training of the SRO**

1. The Parties agree that training is critical to the success of this partnership. The SROs shall receive minimum in-service training and certification requirements as would normally apply to all other sworn officers through the CITY.
2. The DISTRICT will provide training to the SRO with regard to school policies, practices and needs throughout the school year, and may be conducted in conjunction with DISTRICT staff training.
3. The CITY shall ensure that the SRO receives relevant training prior to or within 60 days of assignment in a school. Such relevant training may include: crisis intervention / de-escalation, trauma sensitive schools, youth mental health, cultural sensitivity and/or bias.

**C. Evaluation of the SRO**

1. The CITY shall be responsible for conducting performance evaluations of the SROs in accordance with CITY policy.
2. In conducting such performance evaluations, the CITY shall seek and consider information from the building administrators of the school(s) that the SRO is assigned to perform services as set forth in this Agreement.

**D. Pupil Records and Data Sharing**

The Parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to DISTRICT pupil records, created or maintained by educational institutions and law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate investigations in their mutual interest and promptly debrief all critical incidents.

1. For the purposes of access to student records by an SRO, the SRO is also considered a “school official” as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO use of such student information remains under the direct control of the DISTRICT. An SRO may also be granted access thereto in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and Wisconsin pupil records laws, Wis. Stat. § 118.125.
2. If confidential student records information is needed by an SRO for reasons other than the performance of his/her duties related to educational or school administration activities, the information may be released only as allowed by law.

3. Pursuant to 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of FERPA, the Wausau Police Department is the DISTRICT's designated Law Enforcement Unit. In order for the Law Enforcement Unit to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, and/or (2) maintain the physical security and safety of DISTRICT schools, the DISTRICT shall provide to the SROs and the SROs Lieutenant, access to a database of the following information for students enrolled in the DISTRICT:
  - a. Directory Data as defined by the DISTRICT Board Policy 8330;
  - b. Parent/guardian name(s) and contact information.
4. Records or other information created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in DISTRICT schools, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records – even when such records serve the dual purpose of enforcing school rules – and are not subject to the same prohibitions of access or disclosure by SRO.
5. Should the SRO violate the confidentiality requirements or any other requirements of FERPA or Wis. Stat. § 118.125 during the term of this Agreement, the CITY agrees to indemnify and hold harmless the DISTRICT against any claims and actions for damages that may be brought by the affected student or the student's parents or both, the sole and proximate cause of which is the SRO's violation; any damages that may be paid or awarded in any such claims or actions; and reasonable attorney fees incurred by the DISTRICT in defending against any such claims or actions. The DISTRICT shall be responsible for providing the SRO all information necessary for the SRO to comply with the above requirements.

E. Student Discipline

1. The DISTRICT shall handle student disciplinary matters within the school disciplinary process without involving the SRO for enforcement of laws. School staff shall not use or threaten to use the SRO to enforce school policies or rules. DISTRICT policies, administrative guidance, training, and ongoing oversight shall clearly communicate that school administrators and teachers shall be responsible for school discipline and that law enforcement shall not be involved with disciplinary action. To stop an active situation and prevent escalation, the SRO may intervene in student matters similar to all other school and DISTRICT staff (*e.g.*, addressing student misconduct consistent with the DISTRICT's Multi-Level Systems of Support).
2. The SRO will be an ongoing resource to school staff as to understanding the goals and role of the SRO, although the DISTRICT is responsible for staff adherence to the directives herein.
3. It is understood by the parties that confidential student record information with regard to specific student discipline cases will not be shared with non-school personnel except as provided by DISTRICT policy, state and federal law, and Section II (D) above. Confidential law enforcement record information with regard to specific cases will not be shared with non-police personnel except as provided by DISTRICT policy or applicable law.

F. DISTRICT Investigations of Student Misconduct

1. Building administration is charged with the investigation of student misconduct and to respond to incidents that are student discipline matters as set forth herein.
  - a. Building administration may request from time to time that the SRO assist in such investigation.
  - b. The SRO shall participate in such investigation only at the request of a building administrator or his/her designee.
2. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including: disruption/disturbance of schools or public assembly, loitering, profanity, fighting absent physical injury or weapon, shall be considered school discipline issues with consequences to be determined by school officials (rather than warranting formal law enforcement action).
3. The DISTRICT and CITY understand that student misconduct may often be a result of unmet needs and/or services for a student/family, including outside of school. The DISTRICT and CITY consider juvenile delinquency referrals as a means to connect students and families with services and programming needed for success. For repeat, persistent offenses that qualify as criminal or municipal code violations, where misconduct has continued despite prior school-issued discipline and/or counseling, DISTRICT administrators may consult with SROs about progressing to a juvenile referral to Marathon County Department of Social Services (“DSS”) or municipal citation. The DISTRICT and CITY partner and align with DSS’s prioritization of youth diversion and restorative practices for juveniles referred to DSS. A formal referral is required to activate DSS’s authority to mandate participation in services and/or diversion programming.
4. The CITY retains the right pursuant to state and federal law to conduct investigations independently of the DISTRICT.

G. Law Enforcement Interviews of Students Regarding Criminal or Municipal Matters

1. Interviews of Students regarding criminal or ordinance violations by the SRO shall be in accordance with DISTRICT Board of Education Policy 5540, as may be amended from time to time.
2. The CITY agrees to conduct interviews of DISTRICT students in accordance with DISTRICT Policy and state and federal law.

H. Student Searches

1. All searches shall be conducted in accordance with federal and state laws, and applicable DISTRICT policies and guidelines as may be amended from time to time.
2. Upon the request of the DISTRICT or building administration, an SRO may conduct a search of a student and the SRO shall be considered an agent of the DISTRICT when conducting such search.

### I. Arrest

1. For offenses committed by students in the school that a student is enrolled in, the SRO, working with building administration, shall consider all available alternatives and qualifications for diversion prior to arrest and/or citation of the student.
2. Whenever practical, arrests of a student, staff, parent, or community member should be accomplished outside of school hours in order to not disrupt the educational process or the school setting.
3. Arrests that must occur during school hours and on school grounds due to the student, staff, parent, or community member being suspected of committing a crime or has posed or is posing a real and imminent threat to students, staff or public safety or pursuant to a warrant should be coordinated through the building administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the building administrator, arrests will be reported to the building administrator as soon as possible.
4. In addition to any required notification of parents and legal guardians by the SRO taking a student into custody, school administrators or their designees are also responsible for an additional notification of parents and legal guardians upon a school-based arrest of a child.

### III. ROLES AND RESPONSIBILITIES OF THE CITY

- A. SRO will be under the command of the Lieutenant of the SROs and subject to all rules and regulations of the CITY. The Lieutenant of the SRO shall be the direct point of contact between the CITY and the DISTRICT.
  1. SROs regularly scheduled duty hours will be 7:30 a.m. to 3:30 p.m. or a similar schedule to coincide with the hours school is in session.
  2. In the event of a disaster, terrorist attack, widespread health emergency, or other emergency affecting the CITY, the Chief of Police has the right to temporarily remove SROs from the schools and reassign them to general law enforcement responsibility. In such event, the Chief of Police shall provide the DISTRICT the earliest practicable notice of the need for and likely duration of the temporary removal. Police personnel shall also promptly meet with DISTRICT personnel in order to provide advice and assistance to minimize any negative impact on school. The meetings shall occur in advance of the removal unless it is impossible to do so.
  3. The SRO shall wear CITY issued uniforms per the CITY's uniform policy. With request and/or agreement from a school, the SRO Lieutenant may authorize occasional wearing of plain-clothes attire on duty, but that still includes means of identification of the SRO as an employee of the CITY and a sworn law enforcement officer.
- B. SROs will coordinate daily activities with the school principal/designee.

1. The SROs' Lieutenant will be a resource to resolve any conflicts which may arise in this area.
2. Use of vacation days / banked time-off should be on a limited basis during days in which students are in attendance as practicable, and are subject to approval of the SROs' Lieutenant.

C. SRO's shall participate in school activities related to:

1. The assessment and training of a safety and security plan for the campus.
2. Participation in the building's School Safety Intervention Team.
3. Supporting and reinforcing the implementation of school policies and rules using appropriate, available professional resources and intervention techniques. The parties understand that the intent is not to use the SRO to enforce school policies and rules which are not also violations of the law, but to turn over such enforcement to school authorities.
4. Building administrative team meetings and other faculty meetings as requested.
5. Problem-solving to prevent crime and promote safety in the school environment.
6. Collaboration with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
7. Providing expert technical advice to school administration related to topics such as school searches for drugs, weapons or other contraband.
8. Coordinating any necessary response from other officers.
9. Presenting educational content for students and staff on topics such as drug awareness, personal safety, alcohol and other drugs, crime prevention, and internet safety.

D. SRO shall participate in the following law enforcement related activities:

1. Dialogue with school staff regarding law enforcement officers' response to critical incidents, including crisis intervention and de-escalation techniques, response to school fights and disturbances, and response to students with mental health needs or other disabilities.
2. When the SRO takes law enforcement action in a DISTRICT building, the SRO shall notify a building administrator as soon as practicable of such action. Whenever practicable, the SRO shall advise a building administrator before requesting additional law enforcement assistance at the school.

E. In developing and implementing law enforcement practices that specifically affect the DISTRICT and the SRO, the CITY shall consult with and take into consideration the views of the DISTRICT.

F. The Parties recognize that at the time of this Agreement, CITY Officers, including SROs, utilize Body-Worn Cameras (BWCs) while on duty. CITY BWC policy is not intended to describe every possible situation in which a portable recorder should be used, although

there are many situations where its use is appropriate. In accordance with CITY policy, SRO's will generally activate BWC recording, as soon as reasonably practicable, when investigating a report of criminal conduct, engaging in enforcement activities, and/or in contacts that otherwise become adversarial. BWCs will generally not be activated during SROs' routine contacts and travels upon the school premises. All BWC recordings are subject to the CITY's Records Maintenance and Release Policy and possibly FERPA.

#### IV. ROLES AND RESPONSIBILITIES OF THE DISTRICT

##### A. The DISTRICT shall provide the following:

1. Secure work space for the SRO.
2. Ancillary support services such as information technology and telephone.

##### B. Request for SRO Assistance

1. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement to enforce a potential law violation are to be channeled through a building administrator or designee.

#### V. REPLACEMENT AND SELECTION

##### A. Replacement of SRO

1. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the Lieutenant of SROs, after consulting the school principal and Associate Superintendent of Schools and Learning, will determine if there is a need to assign police personnel available to fill the temporary vacancy.
2. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the reasonably anticipated absence is one month or longer or is permanent, selection of a replacement shall be made pursuant to Section V.B of this Attachment A.

##### B. Selection of SRO

1. The assigned officers will be selected in cooperation with the DISTRICT, with the DISTRICT having representation on the CITY's interview panel.
2. The Lieutenant of the SROs will act on behalf of the Chief of Police in making the assignment selections.
3. Selection shall be in accordance with the agreement between the CITY and WPPA.

##### C. Performance concerns or complaints

1. The DISTRICT should provide periodic feedback regarding SRO performance as well as immediate information regarding significant, serious SRO performance concerns to

- the SROs Lieutenant who shall be responsible to take appropriate action as set forth in the agreement between the CITY and the WPPA.
2. Performance concerns or complaints regarding the SROs work shall be promptly brought to the attention of the SROs Lieutenant for investigation and disposition.
  3. The DISTRICT may request the CITY to assign a replacement SRO at a school; the CITY agrees to review said request and meet with the DISTRICT to discuss all concerns.
  4. The CITY further agrees to take said request in consideration when determining whether an SRO should be removed from the school.
  5. The CITY will thoroughly investigate said complaints and take any necessary discipline actions deemed appropriate, which may include immediate removal of the SRO from the school.

## ATTACHMENT B

### PAYMENT FOR SERVICES

- I. The DISTRICT shall be responsible for 75% of the SROs' wages and fringe benefits (excluding regular duty overtime) incurred by the CITY for January—May and September—December (9 months) of each *calendar year*.
  - A. The DISTRICT acknowledges that SROs' wage rates and fringe benefits (*FICA, Wisconsin Retirement, Health Insurance, Dental Insurance, Life Insurance, Medicare, Income Continuation Insurance, Workers Compensation Claims and any resulting costs incurred by the CITY, Uniform Allowance, Firearms Pay*) are subject to change based upon scheduled labor agreement wage increases, and that such changes may impact the DISTRICT's total cost in a given calendar year. In signing this agreement, the DISTRICT acknowledges receipt of a copy of the current CITY of Wausau – Wausau Professional Police Association (WPPA) Labor Agreement (2023-2024).
  - B. For reimbursement of the above cost-share, the CITY will submit an invoice to the DISTRICT after the end of each *calendar year*, to reflect the DISTRICT's cost-share responsibility for the past calendar year (i.e., invoice for 2024 costs will be submitted in 2025).
- II. The DISTRICT may request the service of SROs (and/or other CITY officers) for security and enforcement purposes at various DISTRICT-sponsored athletic and other extra-curricular events outside normal school day hours ("Special Event Service").
  - A. The CITY will effort to accommodate Special Event Service requests. The DISTRICT acknowledges that such service is provided on overtime, above the officers' normal duty hours, and that the CITY is required by the WPPA Labor Agreement to pay overtime wages.
  - B. For Special Event Service requested by the DISTRICT, the DISTRICT shall be responsible for the full cost of the officers' overtime wages, plus

applicable hourly fringes (*FICA, Wisconsin Retirement, Income Continuation Insurance, Workers Compensation Insurance, Medicare, Health Insurance, Dental Insurance*).

- C. For reimbursement of Special Event Service costs, the CITY will submit a separate invoice to the DISTRICT after the end of each ***school year*** (i.e., invoice for 2024-2025 school year Special Event Services will be submitted in summer 2025). Separate invoices may be submitted to individual schools for particular events, as requested by the DISTRICT.

### III. Training - cost sharing

- A. The Parties agree SROs are to engage in additional and ongoing training relevant to their special assignment role above and beyond the required training standards established by the State of Wisconsin for sworn law enforcement officers. The CITY retains responsibility for all training costs associated with the SROs maintaining certified law enforcement officer status in the State of Wisconsin, and is committed to excellence in training for its Officers.
- B. The DISTRICT is responsible for costs incurred by the CITY associated with additional SRO-relevant continuing education/training, up to \$500 per SRO (\$2,000 total) per calendar year. Any such costs incurred will be invoiced to the DISTRICT no later than January 30<sup>th</sup> of the following calendar year.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving United Way Instant Impact Grant funding for assisting the unhoused with security deposits.

Committee Action: Approved 5-0

Fiscal Impact: Grant award of \$5,250.00

File Number: 24-0709

Date Introduced: July 9, 2024

**FISCAL IMPACT SUMMARY**

|        |                                                                                                                                                                     |                                                                     |                          |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------|
| COSTS  | Budget Neutral                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                          |
|        | Included in Budget:                                                                                                                                                 | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Budget Source:           |
|        | One-time Costs:                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Recurring Costs:                                                                                                                                                    | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
| SOURCE | Fee Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Grant Financed:                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Debt Financed:                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount Annual Retirement |
|        | TID Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |                                                                     |                          |

**RESOLUTION**

**WHEREAS**, the United Way Instant Impact Grant is the primary funding source; and

**WHEREAS**, the Community Outreach Specialist actively works with the unhoused to provide resources to create a sustainable pathway out of homelessness; and

**WHEREAS**, the unhoused face barriers when attempting to secure housing and many of the unhoused are unable to secure housing due to limited funds and increased amount required for security deposits; and

**WHEREAS**, landlords are requiring double security deposits and there are many resources that assist with first month's rent, but there are no resources that assist with security deposits; and

**WHEREAS**, the Finance Committee, at its July 9, 2024 meeting, recommended the acceptance of the United Way Instant Impact Grant funding in the initial amount of \$5,250.00 and any additional funding received for this purpose throughout the grant year.

**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 approve the United Way Instant Impact Grant funds.

\_\_\_\_\_  
Doug Diny, Mayor



# Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

## **MEMO: United Way Impact Grant**

**6/27/2024**

**The Community Outreach Specialist has been actively working with our unhoused population, providing resources, creating a sustainable pathway for them to establish housing and exit homelessness.**

**There are many barriers the unhoused population face when attempting to secure housing. Amongst these are criminal records, eviction history and financial instability. Many landlords are requiring a double security deposit. Many of the unhoused are unable to secure housing due to limited funds and the increased amount required for security deposits. There are many resources to assist with first month's rent, but there are no resources to assist with security deposits.**

**I applied for and received a "Community Impact Grant" from the United Way to be used to assist unhoused individuals with security deposits in the amount of \$5250.00. Should the use of these funds prove successful, the potential for expanded funding through United Way exists.**

**I am asking for approval to accept the \$5250.00 Impact Grant and any additional funding provided throughout the next year. Use of these grant dollars would be included in my monthly materials and presentation to the Public Health and Safety Committee.**

**Thank you,**

**Tracy Rieger**

**Community Outreach Specialist**

Matthew Barnes  
Chief

Todd Baeten  
Deputy Chief

Benjamin Graham  
Detective Captain

Melinda Pauls  
Patrol Captain

Nathan Cihlar  
Administrative Captain

## RESOLUTION OF THE FINANCE COMMITTEE

Approving First Amendment to Agreement for Lease to City of Parking Lot-Third and McClellan Streets (Curly Kale LLC)

Committee Action: Pending

Fiscal Impact: None

File Number: 92-0623

Date Introduced: July 9, 2024

### FISCAL IMPACT SUMMARY

|               |                                                                                                                                                                                                 |                                                                     |                                                                           |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>COSTS</b>  | <i>Budget Neutral</i>                                                                                                                                                                           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                                                           |
|               | <i>Included in Budget:</i>                                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Budget Source</i>                                                      |
|               | <i>One-time Costs:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Recurring Costs:</i>                                                                                                                                                                         | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
| <b>SOURCE</b> | <i>Fee Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Grant Financed:</i>                                                                                                                                                                          | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>Debt Financed:</i>                                                                                                                                                                           | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span> |
|               | <i>TID Financed:</i>                                                                                                                                                                            | Yes <input type="checkbox"/> No <input type="checkbox"/>            | <i>Amount:</i>                                                            |
|               | <i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/> |                                                                     |                                                                           |

## RESOLUTION

**WHEREAS**, on April 23, 2024, Council approved an Agreement for Lease of Parking Lot-Third and McClellan Street for the lease of fifteen (15) parking stalls by City from Curly Kale LLC; and

**WHEREAS**, Curly is requesting additional insurance language whereby the City, as Lessee, bear the responsibility of liability claims that arise unless they are due solely to Curly's negligence; and

**WHEREAS**, your Finance Committee, at their July 9, 2024 meeting, discussed and recommended approval of the First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets.

**NOW, THEREFORE, BE IT RESOLVED** the Common Council of the City of Wausau does hereby approve the First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly Kale LLC and directs the proper city officials to execute the First Amendment.

Approved:

\_\_\_\_\_  
Doug Diny, Mayor

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Office of the City Attorney

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



---

Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

Tegan Troutner  
Assistant City Attorney

## Memorandum

**From:** Anne Jacobson *aj*  
**To:** Finance Committee  
**Date:** June 27, 2024  
**Re:** First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets (Curly Kale LLC)

---

Purpose: Amend Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly Kale LLC ("Curly").

Facts: On April 23, 2024, Council approve an Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly for the lease of fifteen (15) parking stalls by the City.

Curly Kale LLC is requesting additional insurance language whereby the City bear the responsibility of liability claims that arise unless they are due solely to Curly's negligence.

Recommendation: Approve First Amendment to Agreement for Lease of Parking Lot-Third and McClellan Streets with Curly Kale LLC.

FIRST AMENDMENT TO AGREEMENT FOR LEASE OF PARKING LOT-  
THIRD AND MCCLELLAN STREETS (CURLY KALE LLC)

This Amendment ("Amendment") to the Agreement FOR Lease of Parking Lot – Third and McClellan Streets between Curly Kale LLC, ("OWNER") and the City of Wausau, ("CITY") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WHEREAS, on April 23, 2024, Council approved an Agreement for Lease of Parking Lot-Third and McClellan Streets for the lease of fifteen (15) parking stalls by Curly Kale LLC to the City ("Agreement"); and

WHEREAS, the OWNER is requesting additional insurance language whereby the CITY bear the responsibility of liability claims that arise unless they are due solely to the OWNER's negligence; and

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

1. As to paragraph 4., the attached Exhibit B is made a part of this paragraph.

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

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

CITY OF WAUSAU BY:

CURLY KALE LLC BY:

\_\_\_\_\_  
Doug Diny, Mayor

\_\_\_\_\_  
Kevin Korpela

\_\_\_\_\_  
Kaitlyn A. Bernarde, Clerk

\_\_\_\_\_  
Megan Curtes Korpela

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF MARATHON    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                          ) ss.  
COUNTY OF MARATHON    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Kevin Korpela and Megan Curtes Korpela, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

### **Insurance Requirements for Lessees**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General Liability can be provided in the form of an endorsement to Lessee's insurance at (least as broad as ISO Form CG 20 10).

##### ***Primary Coverage***

For any claims related to this contract, Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be more than the Lessee's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Lessee hereby grants to the Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### ***Verification of Coverage***

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### ***Waiver of Subrogation***

Lessee hereby grants to the Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR LEASE OF PARKING LOT—  
THIRD AND MCCLELLAN STREETS (CURLY KALE LLC)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Curly Kale LLC, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER, is the owner of the parking lot on the northeast corner of Third and McClellan Streets, in the City of Wausau, which parking lot is delineated on "Exhibit A" attached hereto and incorporated herein by reference, and shall hereinafter be referred to as "LOT"; and

WHEREAS, CITY wishes to lease LOT so as to provide parking to the public, and OWNER will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY shall have the exclusive use of LOT for the provision of whatever parking arrangement CITY wishes, the current configuration providing for fifteen (15) parking stalls; that in return, CITY agrees to pay OWNER Three Hundred Forty-five and 00/100 Dollars (\$345.00) per month plus an amount of money equal to one-twelfth (1/12) of the net real estate tax due for LOT, such payment to be made by CITY to owner on the first (1st) day of the month.
2. CITY shall provide for any type of parking it wishes; CITY shall maintain all parking meters, the asphalt surface, and the grass. CITY shall plow snow in LOT when needed and shall remove snow from sidewalks adjacent to LOT on 3<sup>rd</sup> Street and McClellan Street at CITY expense.
3. OWNER agrees that it is responsible for the installation of new sidewalk if needed, adjacent to LOT, and OWNER agrees that it shall be responsible for paying any special assessments levied against OWNER and LOT for improvements on Third Street, McClellan Street and the alley.
4. CITY shall provide public liability insurance on LOT only for the purpose of public parking and for the purpose of insuring CITY's interest, and OWNER shall provide liability insurance insuring its interest.
5. This lease shall be for a five-year (5-year) term, commencing on the date above referenced, provided that OWNER may terminate the lease upon 90-day notice if a building is to be moved onto or constructed on LOT.
6. This agreement shall run with the land during this five-year (5-year) lease period and shall be binding upon OWNER, its successors in title or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

CITY OF WAUSAU BY:

CURLY KALE LLC BY:

\_\_\_\_\_  
Doug Diny, Mayor

\_\_\_\_\_  
Kevin Korpela

\_\_\_\_\_  
Kaitlyn A. Bernarde, City Clerk

\_\_\_\_\_  
Megan Curtes Korpela

STATE OF WISCONSIN     )  
                                      ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN)  
                                      ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named Kevin Korpela and Megan Curtes Korpela, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by  
Anne L. Jacobson  
City Attorney for the City of Wausau  
407 Grant Street, Wausau, WI 54403-4783

## LEGAL DESCRIPTION

PIN: 37.291.4.2907.253.0236

The southerly 47 feet of Lots 1 and 2, Block 3, McIndoe and Shuter's Addition to Wausau, Marathon County, Wisconsin, except the easterly 15 feet of Lot 2, Block 3.

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

RESOLUTION OF THE COMMON COUNCIL

Directing the mayor to prepare a 2025 budget that reduces water rates by 10% by reducing the PILOT payment

Committee Action: Council Pending

Fiscal Impact: Offsetting, not to exceed \$1,599,000

File Number: 24-0718

Date Introduced: July 9, 2024

FISCAL IMPACT SUMMARY

|        |                                                                                                                                                                     |                                                                     |                          |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------|
| COSTS  | Budget Neutral                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                          |
|        | Included in Budget:                                                                                                                                                 | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Budget Source:           |
|        | One-time Costs:                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Recurring Costs:                                                                                                                                                    | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
| SOURCE | Fee Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Grant Financed:                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | Debt Financed:                                                                                                                                                      | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount Annual Retirement |
|        | TID Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>            | Amount:                  |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |                                                                     |                          |

RESOLUTION

**WHEREAS**, the approved 2024 budget projects the city will take in \$12,299,100 for water usage and the same budget grants expenditure authority of \$12,779,360 to the water utility and the utility expends \$1,590,000 toward the PILOT payment to the city, and;

**WHEREAS**, the Common Council Resolution 23-1121 Amendment directs the Finance Committee and the Wausau Water Works Commission to report back to the Common Council in August of 2024 on the results of the impact of the tax equivalent on the Resolution from Finance Committee establishing the 2024 Property Tax Equivalent for Wausau Water Works, and;

**WHEREAS**, rate case reviews are done by the PSC with advance timing being critical, and;

**WHEREAS**, the mayor is the chair of the Water Works Commission and responsible for the initial budget draft, and;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council directs staff and the mayor to prepare a draft 2025 budget that reduces water rates by 10% by reducing the PILOT payment.

Approved:

Doug Diny, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Establishing the 2024 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin

Committee Action: Approved 5-0

Fiscal Impact: no change

File Number: 23-1121

Date Introduced: November 7, 2023

FISCAL IMPACT SUMMARY

|        |                                                                                                                                                                     |                                                                     |                                    |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------|
| COSTS  | Budget Neutral                                                                                                                                                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |                                    |
|        | Included in Budget:                                                                                                                                                 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Budget Source: Wausau Water Works  |
|        | One-time Costs:                                                                                                                                                     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Amount: \$1,590,000                |
|        | Recurring Costs:                                                                                                                                                    | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Amount:                            |
| SOURCE | Fee Financed:                                                                                                                                                       | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Amount: Financed through user fees |
|        | Grant Financed:                                                                                                                                                     | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Amount:                            |
|        | Debt Financed:                                                                                                                                                      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Amount Annual Retirement           |
|        | TID Financed:                                                                                                                                                       | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Amount:                            |
|        | TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/> |                                                                     |                                    |

RESOLUTION

**WHEREAS**, Wisconsin Statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest and debt service fund requirements, local and school tax equivalents, additions and improvements and other necessary disbursements or indebtedness; and

**WHEREAS**, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

**WHEREAS**, a municipality's governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than allowed under PSC 109.02, Wis. Administrative Code; and

**WHEREAS**, the City of Wausau Finance Committee recognizes the financial limitations of the Wausau Water Works water utility due to the new treatment plant and wishes to smooth the user rate structure; and

**WHEREAS**, your Finance Committee has developed a 2024 budget that maintains the prior year tax equivalent revenue budget for the general fund in the amount of \$1,590,000 and wishes to establish the 2024 tax equivalent for the same; and

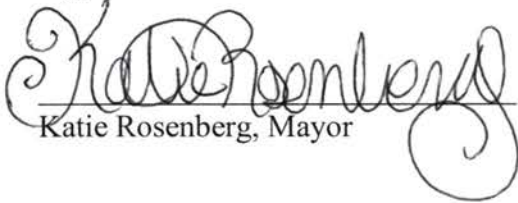
**WHEREAS**, for clarification, the flat tax equivalent of \$1,590,000 authorized in this resolution, is the tax equivalent reported to the Public Service commission for the year 2024; and

**NOWTHERE BE IT RESOLVED**, the Finance Committee and the Wausau Water Commission will report back to the Common Council in August of 2024 on the impact of this set flat tax equivalent on the water and sewer rates; and

**NOWTHERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the tax equivalent payment from the water utility be set at \$1,590,000 for the year 2024; and

**BE IT FURTHER RESOLVED**, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

A handwritten signature in cursive script, appearing to read "Katie Rosenberg", is written over a horizontal line. The signature is fluid and stylized, with a large loop at the end.

Katie Rosenberg, Mayor