



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

OFFICIAL NOTICE AND AGENDA - AMENDED

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	December 10, 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.	
Presentation		Update from the Ethiopian Community Development Council, Inc (ECDC)	
File #	CMT	Consent Agenda	ACT
24-1201	COUN	Approve Minutes of a previous meeting(s) (11/26/2024).	Place on file
24-1203	FIN	Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.	Approved 5-0
16-1110	FIN	Resolution Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2025 Beat Patrol Grant of \$121,434.	Approved 5-0
24-1204	FIN	Resolution Authorization to execute a purchase order with CCITC to complete the ERP project in the amount of \$163,875 and execute contracts for services on behalf of the city.	Approved 5-0
24-1205	PH&S	Ordinance Amending Section Wausau Municipal Code 2.18.090 - Case schedule regarding night court.	Approved 3-0
24-1206	I&F	Ordinance Amending Section 10.20.080(a) designating no parking on the south side of Oak Street beginning at the intersection of North 5th Avenue and extending 12 feet west.	Approved 5-0
24-1207	I&F	Ordinance Amending Section 10.20.080(a) designating no parking on the east side of North 6th Avenue beginning at the intersection of Quaw Street and extending 12 feet south.	Approved 5-0
24-1208	I&F	Ordinance Amending Section 10.20.080(a) designating no parking on the west side of North 7th Street beginning at the intersection of Washington Street and extending 15 feet north and south.	Approved 5-0
07-0919	ED	Resolution Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 400 N. 72nd Avenue.	Approved 4-0
94-0443	ED	Resolution Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8500 Highland Drive.	Approved 4-0
04-1212	PH&S	Resolution Approving Amendments to Emergency Medical Services Contracts to provide emergency ambulance services to surrounding municipalities.	Approved 3-0
12-1118	FIN	Resolution Approving Production Agreement between Marathon County and City of Wausau.	Approved 5-0
24-1210	ED	Resolution Approving North Riverfront Development Guide.	Approved 4-0
24-1211	PLAN	Ordinance Amending Wausau Municipal Code § 23.10.31 – Zoning map amendment.	Approved 6-0
24-1213	PLAN HIST	Joint Ordinance Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the Marathon County Home and Hospital, 1200 Lake View Drive, as a Local Historic Landmark.	Approved 6-0 Approved 5-0
24-1214	PARKS PLAN ARTS	Joint Resolution Approving Boy with the Boot sculpture at 3rd and Jackson Streets.	Approved 5-0 Approved 6-0 Approved 6-0
24-1215	I&F	Resolution Approving Developer's Agreement with Green Tree Construction, Inc. for Green Tree Meadows Subdivision.	Approved 5-0
24-1216	I&F PLAN	Joint Resolution Approving Final Plat – Green Tree Meadows.	Approved 5-0 Approved 6-0
24-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-1202	MAYOR	Mayor's Appointments	Placed on file
23-1109AD	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Motor Pool Rolling Stock Purchases.	Approved 5-0
24-1212	PLAN	Ordinance to Rezone 700, 804/806, 810, 814, 816 Grand Ave from Urban Mixed Use (UMU) Zoning District to Planned Unit Development (PUD) Zoning District and to approve the General Development Plan (GDP) for a 50-unit apartment building.	Approved 5-1
23-1121	FIN	Resolution Establishing the 2025 Property Tax Equivalent for Wausau Water Works.	Approved 3-2
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
03-0717	FIN	Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2025 through December 31, 2025.	Pending
02-1217	FIN HR	Joint Resolution Approve bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLE for January 1, 2025 through December 31, 2027.	Pending Pending

24-1209	HR FIN	Joint Resolution Proposal to Change Hiring Process and Minimum Requirements for Wausau Fire Department Applicants.	Pending Pending
92-1135	FIN	Resolution Approving Joint Powers Agreement with Marathon County regarding E911/NG-911 system.	Pending
23-1109	FIN HR	Joint Resolution Approving the Recruitment for the Human Reosurces Director Position and related budget modification.	Pending
CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of purchasing properties taken by Marathon County due to foreclosure of tax liens.			
RECONVENE into open session to take action, if necessary, on Closed Session items.			
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Doug Diny

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

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 12/09/2024 @ 4:40 PM.
Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, November 26, 2024, in Council Chambers, beginning at 6:39 p.m.,
Mayor Doug Diny presiding.

Roll Call

11/26/2024

Roll Call indicated 10 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	EXCUSED
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

11/26/2024

The Mayor of the City of Wausau Proclaims:

Small Business Saturday (November 30, 2024)

Wisconsin Conquerors Football Club Day (November 18, 2024)

Committee Reports

11/26/2024

Board of Public Works: Insurance Claims – April 2024-September 2024. Report placed on file.

Consent Agenda

11/26/2024

Without objection, item 24-1113 was pulled from the consent agenda by the request of the Mayor.

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

24-1101 from the Common Council Approve Minutes of a previous meeting(s) (11/12/2024).

23-1109 Joint Resolution from the Public Health & Safety Committee and Finance Committee Approving Third Amendment American Rescue Plan Act Subrecipient Agreement - Catholic Charities.

03-1111 Joint Resolution from the Finance Committee and the Human Resources Committee Authorizing a 3% general wage adjustment for non-represented employees effective December 22, 2024.

19-0918 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.01.080 Penalty regarding overtime parking or permit meter violations.

24-1112 Resolution from the Infrastructure & Facilities Committee Approving Security Door Policy.

24-1114 Resolution from the Infrastructure & Facilities Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (Kolbe Apartments LLC – 706 Flieth Street, 1371 South 8th Avenue, 1363 South 8th Avenue, 1361 South 8th Avenue, 1355 South 8th Avenue, 1341 South 8th Avenue, 1337 South 8th Avenue, 1333 South 8th Avenue, 1331 South 8th Avenue, 1327 South 8th Avenue).

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

24-1113

11/26/2024

Motion by Watson, seconded by Henke, to adopt the Resolution from the Infrastructure & Facilities Committee Approving Request for Limited Use of 1300 Cleveland Avenue for a Training Area.

Neal stated concerns with the noise of the training sessions which could burden neighbors. It was stated the training would be done during regular weekday business hours and noise would be limited to the equipment used.

Gisselman questioned if the neighborhood had been alerted to this new use. It was stated this was brought to the relevant committee.

Rasmussen stated this training opportunity should be presented in the upcoming city newsletter. It was also stated the location is isolated from the neighborhood by trees, a difference in elevation, and distance from the place of the training and the location of residential homes.

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

Suspend the Rules **11/26/2024**

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

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

24-1107 **11/26/2024**

Motion by Henke, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Authorizing the Issuance and Sale of Up to \$4,520,256 Sewer System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto.

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

02-1217 **11/26/2024**

Without objection, item 02-1217 was pulled from consideration by the request of the Mayor.

02-1216 **11/26/2024**

Motion by Henke, seconded by Tierney, to adopt the Resolution from the Finance Committee and Human Resources Committee Approve bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2025 through December 31, 2027.

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

24-1108 **11/26/2024**

Without objection, item 24-1108 was pulled from consideration by the request of the Mayor.

24-1116 **11/26/2024**

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Public Health & Safety Committee Approving Clinical Affiliation Agreement for Health and Community Services Occupations.

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

23-1109P **11/26/2024**

Motion by Tierney, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving budget modification for additional soil removal for the Riverside Rail Corridor and Park Remediation, BRRRTS #02-37-584785.

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

24-1115 **11/26/2024**

Without objection, item 24-1115 was pulled from consideration by the request of the Mayor.

24-0108 **11/26/2024**

Motion by Watson, seconded by Rasmussen, to adopt the Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

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

Adjourn

11/26/2024

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 7:01 p.m.

Doug Diny, Mayor
Kody Hart, Deputy City Clerk

DRAFT

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

RESOLUTION OF THE FINANCE COMMITTEE

Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.

Committee Action: Finance Committee Approved 5-0

Fiscal Impact: Reimbursement of the cost of professional services and construction services in the amount of up to \$14,959,156.00.

File Number: 24-1203

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source:
	One-time Costs:	Yes ☒ No ☐	Amount: \$14,959,156.00
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☒ No ☐	Amount: \$8,846,859
	Debt Financed:	Yes ☒ No ☐	Amount: \$6,112,297 Annual Retirement
	TID Financed:	Yes ☒ No ☐	Amount: \$3,000,000 (Estimate)
	TID Source: Increment Revenue ☒ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project utilizing the BIL SFY25 Lead Service Line (LSL) Program funding in year 2025, identified as DNR Project No. 4930-22 (the “Project”); and

WHEREAS, the Municipality expects to finance the Project through a combination of grants, forgivable loans and/or by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

WHEREAS, because the grants, forgivable loans and/or Bonds will not be issued prior to expenditure of funds on the Project, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the grants, forgivable loans and/or Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the grants, forgivable loans and/or Bonds are issued; and

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$14,959,156.00.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the grants, forgivable loans and/or Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, *Wisconsin Statutes*, and shall remain available for public inspection until the grants, forgivable loans and/or Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this ____ day of _____, 2024.

Approved:

Doug Diny, Mayor

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

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

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

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

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

Discussion and possible action approving Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY25 LSL Program in Year 2025.

Henke questioned if these funds could be used for public side main replacements. It was stated this wouldn't be used for main replacements instead being used for service lines. Henke stated residents were looking forward to the service lines being replaced.

McElhaney questioned the financing. It was stated future financing could utilize TID funding and general obligation debt provided for by the state. McElhaney stated concerns with future finances and affordability for the service line replacement project.

Tierney stated concerns with future levy raises based on increased debt.

Gisselman stated concerns with budget restraints which may cause future services by the city to be reduced.

Henke stated concerns with future costs of not moving forward when the cost-of-service line replacement may increase, and the funding may not be available. Henke stated regardless of a mandate for service line replacement, lead lines should be replaced so residents are not consuming lead.

Tierney stated lead lines should be removed and that more creative ways need to be explored to finance this project in the future.

McElhaney stated concerns with residents having service lines replaced at a cost to them in the future when a number of residents already had their service lines replaced at no cost.

Henke stated the service lines would still be replaced but at a significantly lower rate than what is currently being undertaken.

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

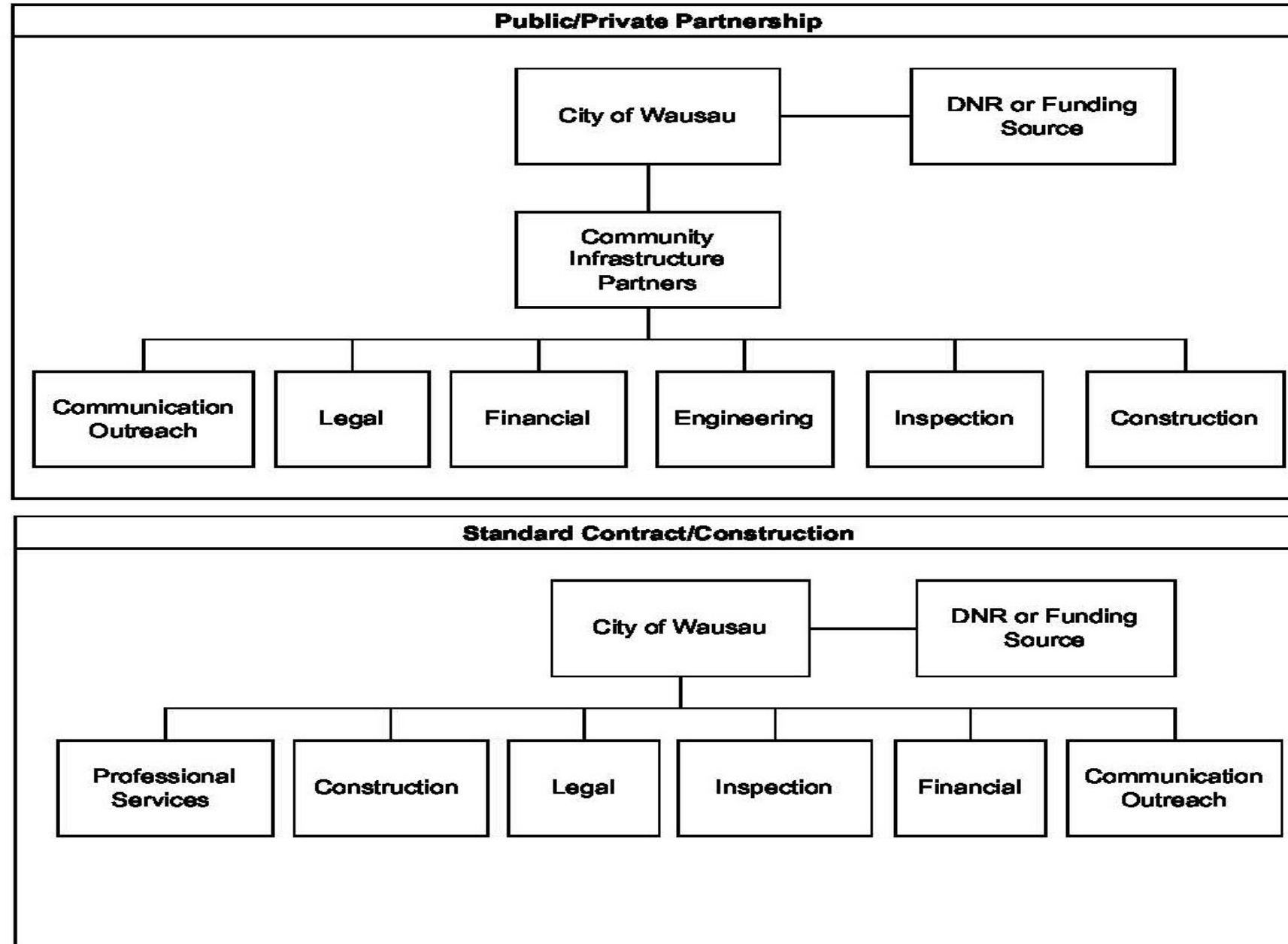
City of Wausau | Wausau Water Works | CIP Moving into Year 2025

November
2024

EquiFlow Lead-Free Program – Public Private Partnership



Comparison of Project Delivery Structures



Public Private Partnership Wausau & CIP Partnership

City has one professional services contract/agreement – it is with CIP

CIP contracts and manages all work – professional services & construction

CIP takes on the contract risks of the project; cost plus fixed price contract

City performs an Administrative roll and oversight of the partnership

City involvement – all DPWU divisions are involved; Engineering, GIS Inspections, Streets, Water, Sewer, Facilities

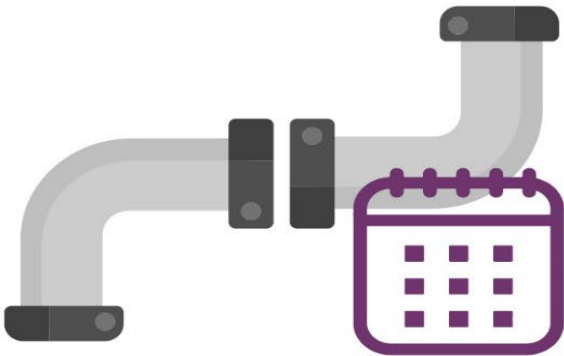
Program Look Ahead: Year 2 (2025)



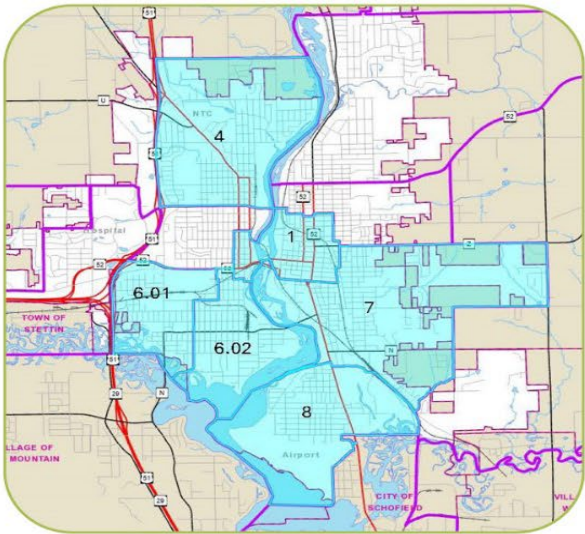
\$14,959,156
AWARDED

by the DNR for Year 2
(2025) of the Program

\$8,846,859 & **\$6,112,297**
Principal Forgiveness & Loans



1,862 anticipated to
LSLs be replaced in
Year 2 (2025)



6
CENSUS TRACTS
to receive LSL
replacements in 2025
(1, 4, 6.01, 6.02, 7, 8)

Loan Funding - \$6,112,297

Reimbursement Resolution

TID 3, 8 & 12
– Anticipate
minimum 60%

G.O. debt
Service

Water Utility
debt service

City of Wausau | Wausau Water Works | CIP

QUESTIONS Moving into 2025



Verification Efforts: Year 1 (2024)



As of
Nov 6th, 2024

**Includes in-person
verifications from
canvassing and
self-verification
submissions online
from the project
website.*



Total number of
homes in Phase 1
census tracts



Total number of home
visits (canvassing) in Phase 1
census tracts to date



Total number of homes
verified in Phase 1 census
tracts to date



Total number of homes
eligible for replacement
(lead found upon verification)



Total number of ROE forms
signed and returned to the
EquiFlow team

Year 1 Financial Summary

The EquiFlow program replaced 76 more LSLs than contracted (629 vs 553)
and still achieved a savings of \$215,000 for the City

Number of LSLs Replaced

629

Year 1 Results	Cost	Cost/LSL	%
Hard Construction Costs - Partial	\$3,007,680	\$4,820	55.3%
Hard Construction Costs - Full	\$30,000	\$6,000	0.6%
Construction Contingency	\$252,135	\$401	4.6%
Engineering, Bid Preparation & Procurement	\$200,785	\$319	3.7%
Inspection, Scheduling, Job Costing, Software	\$684,650	\$1,088	12.6%
Permitting	\$82,085	\$131	1.5%
Water Filters	\$48,433	\$77	0.9%
Outreach	\$413,336	\$657	7.6%
CIP General Requirements Fee	\$117,978	\$188	2.2%
CIP Base Construction Fee	\$362,781	\$577	6.7%
CIP Performance-Based Fee	\$241,854	\$385	4.4%
Total	\$5,441,717	\$8,651	100.0%

Original # of LSLs Projected (DNR Application)

553

Not-To-Exceed Budget	Original	Cost/LSL	%
Hard Construction Costs - Partial	\$3,321,630	\$6,007	58.7%
Hard Construction Costs - Full	\$0	\$0	0.0%
Construction Contingency	\$332,163	\$601	5.9%
Engineering, Bid Preparation & Procurement	\$200,785	\$363	3.5%
Inspection, Scheduling, Job Costing, Software	\$595,000	\$1,076	10.5%
Permitting	\$0	\$0	0.0%
Water Filters	\$42,581	\$77	0.8%
Outreach	\$413,336	\$747	7.3%
CIP General Requirements Fee	\$122,637	\$222	2.2%
CIP Base Construction Fee	\$377,110	\$682	6.7%
CIP Performance-Based Fee	\$251,407	\$455	4.4%
Total	\$5,656,650	\$10,229	100.0%

Program Look Ahead: Year 2 (2025)

Census Tract Replacement Plan

CENSUS TRACT	PUBLIC*	PRIVATE*
Tract 1	333	453
Tract 4	498	498
Tract 6.01	104	104
Tract 6.02	382	443
Tract 7	140	273
Tract 8	91	91
TOTAL	1,548	1,862

**Numbers reflect replacements applied for in the Year 2 application to the DNR; exact amounts to be determined.*

KPI Summary

KPI	Threshold	Actual Result
Not-to-Exceed Cost/LSL Replaced	\$8,724	\$8,651*
Minimum Lines to be Replaced	553	629
Local Business Utilization*	50%	100%
Target Class Business Utilization*	20%	100%
Workforce Development	Recruit one residential plumber (individual or firm) <u>and/or</u> Launch an LSLR program with LIUNA	Contracted with SSI (a local/union licensed plumber) <u>and</u> Developed a workforce development plan in partnership with LIUNA

**Result was under the NTE contract amount even after accounting for unanticipated expenses such as 15 homes with rock present during the LSL replacement, a permitting cost of \$82K, and 50 hydro-excavations.*

**Utilization numbers are based on construction spend*



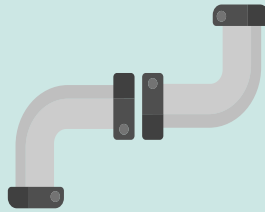
EquiFlow Wausau Lead-Free Program

Year-End Progress Report

SUMMARY OF YEAR 1 SUCCESS



629 registered for replacement
HOMES in 2024



605 with service lines replaced to date
HOMES



100 of replacements completed by target class contractors
PERCENT



15,709
HOURS worked by local residents



\$3.79M+
CONTRACTED to local businesses

SUMMARY OF LEAD VERIFICATION EFFORTS



As of Nov 6th, 2024

*Includes in-person verifications from canvassing and self-verification submissions online from the project website.



Total number of homes in Phase 1 census tracts



Total number of home visits (canvassing) in Phase 1 census tracts to date



Total number of homes verified in Phase 1 census tracts to date



Total number of homes eligible for replacement (lead found upon verification)



Total number of ROE forms signed and returned to the EquiFlow team

YEAR 2 LOOK AHEAD



\$14,959,156

AWARDED

by the DNR for Year 2
(2025) of the Program

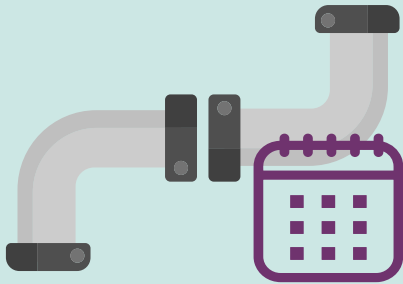
\$8,846,859

Principal Forgiveness

&

\$6,112,297

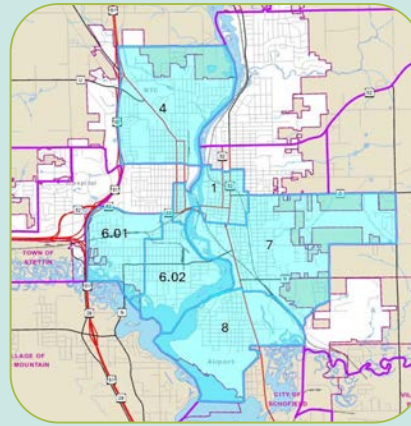
Loans



1,862

LSLs

anticipated to
be replaced in
Year 2 (2025)



6

CENSUS TRACTS

to receive LSL
replacements in 2025
(1, 4, 6.01, 6.02, 7, 8)

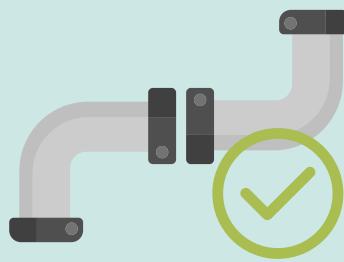
YEAR 2 VERIFICATION EFFORTS



600+

HOMES

with completed
verifications
for Year 2



284

HOMES

with confirmed
LSLs for Year 2



206

ROEs

gathered from
homeowners
for Year 2



261

CALLS

inquiring about the
program since Nov. 15th
flyer distributed



963

EMAILS

inquiring about the
program since Nov. 15th
flyer distributed

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2025 Beat Patrol Grant of \$121,434.

Committee Action: Approved 5-0

Fiscal Impact: City match \$40,478

File Number: 16-1110

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source 2025
	One-time Costs:	Yes ☐ No ☐	Amount:
	Recurring Costs:	Yes ☒ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☒ No ☐	Amount: \$121,434
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City has been eligible and received the Beat Patrol Grant since 2008 which supports police personnel for community work or beat patrols; and

WHEREAS, this grant will allow the Police Department to utilize the funding for salary and fringe benefits for officers; and

WHEREAS, your Finance Committee, at their November 26, 2024 meeting, discussed and recommended accepting the Beat Patrol Grant, in the amount of \$121,434 with a city match of \$40,478 for a total award of \$161,912; and

WHEREAS, the grant and local share have been included in the 2025 budget:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Wausau Police Department is authorized to accept the 2025 Wisconsin Department of Justice Beat Patrol Grant with city matching funds being funded through the 2025 Budget.

BE IT FURTHER RESOLVED the Common Council hereby authorizes the proper city officials to execute the attached grant award.

Approved:

Doug Diny, Mayor

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

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

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

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

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

Discussion and possible action regarding accepting the 2025 Beat Patrol Grant.

Gisselman questioned if this grant indicates if the city had a high crime rate and questioned that rate. It was stated the city is good a reporting crime which allows for the city to receive the grant. It was stated the crime rate is steady.

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



WAUSAU

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

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 26, 2024

Re: Acceptance of 2025 Beat Patrol Grant

Purpose:

Requesting approval to accept the award of the 2025 Beat Patrol Grant awarded through the State of WI Department of Justice.

Background:

The City of Wausau has been eligible and received the Beat Patrol Grant since 2008. The beat patrol program provides the ten communities with the highest violent crime rates and with a population over 25,000 with funds to support additional police personnel for community work or beat patrols.

The Wausau Police Department was able to expand our sworn staff by two officers, with the first grant funding received in 2019. Since 2019 we have received the Beat Grant funding, helping to support the number of sworn officers in our patrol bureau. In total, we now have 81 sworn positions. This grant will allow us to maintain that level of sworn positions by supporting the costs associated with those positions.

The City of Wausau, as guided by the grant guidelines, uses the funding for salary and fringe benefits associated with two police officers assigned to regular patrol duties.

Impact:

Term	2025 State allotment	2025 City Match	2025 Total
Jan. 1, 2025 – Dec. 31, 2025	\$121,434	\$40,478	\$161,912

Recommendation:

Department recommends approving the acceptance of the 2024 Beat Patrol Grant.

WISCONSIN DEPARTMENT OF JUSTICE

2025 Beat Patrol Grant

Grant Summary Sheet

Grantee or Unit of Government: **City of Wausau**

Project Name: **2025 Beat Patrol Grant**

Address: **Wausau Police Department, 515 Grand Avenue, Wausau, Wisconsin,
54403-6467**

Project Director: **Melinda Pauls**

Phone number: **715-261-7986**

Signing Official: **Mayor Doug Diny, City of Wausau, 407 Grant Street, Wausau,
Wisconsin 54403-4737**

Amount of State Award: **\$121,434**

Amount of Match: **\$40,478**

Amount of Total Award: **\$161,912**

SUMMARY OF GRANT:

The beat patrol grant will be used to reduce the violent crime rate within the City of Wausau through the support of police personnel who work beat patrols.

Name of Program Manager: **Brittney Felton**

Phone number: **(608) 218-0610**

Name of Grants Specialist: **Deb Hughes**

Phone number: **(608) 284-0432**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

November 15, 2024

Captain Melinda Pauls
Wausau Police Department
515 Grand Avenue
Wausau, WI 54403-6467

Re: 2025 Beat Patrol Grant
Wisconsin Department of Justice Grant Number: 2025-BP-01A-19344

Dear Captain Pauls:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the City of Wausau in the amount of \$161,912 which includes your agency's required matching funds. Funding is provided by the State of Wisconsin to employ additional uniformed law enforcement officers whose primary duty is beat patrol. This grant supports the City of Wausau's 2025 Beat Patrol Grant Program.

To accept this award, please have the authorized official sign the *Signatory Page* in addition to initialing the bottom right corner of Attachment A. The project director should sign the acknowledgement notice. Please return the signed award document to the Wisconsin Department of Justice within 30 days. Please maintain a copy for your records. Funds cannot be released until all signed documents are received.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the enclosed FAQ sheet for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:DH
Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114 East, State Capitol
PO Box 7857
Madison WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

BEAT PATROL GRANT PROGRAM
2025 Beat Patrol Grant
2025-BP-01A-19344

The Wisconsin Department of Justice (DOJ) hereby awards to the **City of Wausau**, (hereinafter referred to as the **Grantee**), the amount of **\$161,912** for programs or projects pursuant to Wisconsin Statute S.165.986.

This grant may be used until **December 31, 2025** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice. In addition, please note that grant activity may not begin until the project start date.

BY:

JOSHUA L. KAUL

Attorney General

Wisconsin Department of Justice

11/15/2024

Date

The (Grantee), **City of Wausau**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Wausau**

BY:

NAME: **Doug Diny**

TITLE: **Mayor**

Date

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Grantee: City of Wausau

Project Title: 2025 Beat Patrol Grant

Grant Period: From January 1, 2025 To December 31, 2025

Grant Number: 2025-BP-01A-19344 Program Area: 1A

BEAT PATROL GRANT PROGRAM
APPROVED BUDGET

See your E-grants Application for details

	<u>State & Match</u>
Personnel	\$117,016
Employee Benefits	\$44,896
STATE TOTAL	\$121,434
MATCH TOTAL	\$40,478
TOTAL APPROVED BUDGET	\$161,912

Award General Conditions:

1. Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
2. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
3. The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
4. Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must

be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.

7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date. Any grant activity outside the project period is not eligible for reimbursement.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis. Expenses must be incurred and paid for by the agency/organization within the reporting period.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e., mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.
20. Positions funded by this grant must have a position description. Submit the position description and name of employee in Egrants within the Monitoring Section under Project Document Attachment.
21. The recipient agrees to cooperate with WI DOJ monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with WI DOJ (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to WI DOJ all documentation necessary for WI DOJ to complete the monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set out by WI DOJ for providing the requested documents. Failure to cooperate with WI DOJ monitoring activities may result in actions that affect the recipient's WI DOJ awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the WI DOJ designation of High-Risk grantees, or terminate of an award(s).

Initial Here

**BEAT PATROL GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee:	<u>City of Wausau</u>	Date:	<u>November 2024</u>
Project Title:	<u>2025 Beat Patrol Grant</u>	Grant No.	<u>2025-BP-01A-19344</u>

The following regulations and obligations (referenced below) apply to your grant award.

Note: Reports due 04/12 include January, February, and March program activity
Reports due 07/12 include April, May, and June program activity
Reports due 10/12 include July, August, and September program activity
Reports due 01/12 include October, November, and December program activity



QUARTERLY PROGRAM REPORTS must be submitted on a scheduled basis and must be completed in Egrants. Narrative reports on the status of your project and are due to DOJ on:

<u>04/12/25</u>	<u>07/12/25</u>	<u>10/12/25</u>	<u>01/30/26 - FINAL</u>
.....			



QUARTERLY FINANCIAL REPORTS must be submitted on a scheduled basis and must be completed and certified in Egrants. Supporting documentation must be attached to the Egrants Fiscal Report and are due to DOJ on:

<u>04/12/25</u>	<u>07/12/25</u>	<u>10/12/25</u>	<u>01/30/26 - FINAL</u>
.....			

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

.....		, Project Director
Date	Melinda Pauls	

Department of Justice GRANT AWARD Frequently Asked Questions

1. What do I do with the award document?

Read the award document and special conditions immediately when it comes to your office.

If you accept the terms and conditions of the award, have your Designated Signing Official (for example: County Board Chair, Mayor, Board President, etc.) sign a copy of the award documents in the appropriate locations and **initial** the bottom right corner of Attachment A and B, if enclosed. The Project Director is responsible for the grant reporting requirements and should sign the Acknowledgement Notice. **Please return one full set of the original signed award documents to the DOJ Grants Specialist within 30 days of the receipt date. Retain the other set of award documents for your records.**

If you do not accept the terms/conditions, immediately notify the DOJ Program Manager listed in #2 of this document. Return both sets of award documents to DOJ unsigned to the DOJ Grants Specialist listed in #2 of this document.

NOTE: DOJ will not disburse funds or modify your award unless we have received these signed award documents.

3. What are my responsibilities?

Reporting: The acknowledgement notice in the grant award document includes the reporting requirements for the grant. **Payments will be held if reporting requirements are not current.**

To request and obtain payment: Requesting reimbursement is done by completing and certifying the Fiscal Report in Egrants and attaching any supporting documentation.

Audit Requirement: In accordance with the OMB Circular A-133, you may be required to have an independent audit. Please refer to language in the Certified Assurance of your grant award.

Civil Rights: Please review the content of your grant award and the DOJ website for your responsibilities relating to civil rights. See the following website for more information: <https://www.doj.state.wi.us/dles/grants/wisconsin-department-justice-subgrantee-civil-rights-information>.

EEOP: If a Grantee has more than 50 employees and receives more than \$500,000 of Federal funds in one grant, they are required to submit an Equal Employment Opportunity Plan (EEOP) for Federal approval. Other grantees may claim an exemption from the EEOP requirement. See the following website for more information: <https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

2. Who do I contact if I have questions about my grant?

When you applied for funding, the Grant Announcement document listed the DOJ financial and program contact names for your award. You will also find these names when interacting with the Egrants system.

Name of Program Manager: Brittney Felton
Phone number: 608-218-0610
Email: feltonbm@doj.state.wi.us

Name of Grants Specialist: Deb Hughes
Phone Number: 608-284-0432
Email: hughesd@doj.state.wi.us

4. General Information and Resources

Mailing Address:

Department of Justice, Justice Programs Bureau, PO Box 7070,
Madison, WI 53707

Website: <http://www.doj.state.wi.us/>

DOJ Grants Administrative Guide: The Administrative Guide provides Grants and Financial Management Guidance related to your active grant. It can be found on the DOJ website by scrolling to the bottom of the website, under Resources (in blue), and clicking on Grants. Select the DOJ Grants Administrative Guide from the menu.

Egrants Help Desk Information:

Email: Egrants@doj.state.wi.us
Phone: 608-267-9068
Toll Free: (888)-894-6607
Hours of Operation: 8:00 AM – 4:30 PM CST
Help is also available on most pages in the Egrants system under the “Help” button.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorization to execute a purchase order with CCITC to complete the ERP project in the amount of \$163,875 and execute contracts for services on behalf of the city.

Committee Action: Approved 5-0

Fiscal Impact: Transfer of \$163,875

File Number: 24-1204

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: ARPA</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$163,875</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$163,875 ARPA</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, The City of Wausau received \$15,586,461 of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (“ARPA grant”) from the US Treasury; and

WHEREAS, the City of Wausau conducted public meetings; established applications and a ranking matrix to evaluate the use of American Recovery Funds; and

WHEREAS, the City of Wausau allocated \$850,000 of loss revenue allocation for the ERP project to update and modernize the City’s financial, budgeting, human resources, debt management, reporting, asset management and cashiering software; and

WHEREAS, there are components of the project that are uncompleted and \$163,875 of the budget remains unspent; and

WHEREAS, ARPA guidelines require funds be obligated by December 31, 2024 and spent by December 31, 2026; and

WHEREAS, your Finance Committee recommends the City enter into a contract with CCITC to complete the ERP project and encumber the ARPA funds of \$163,875;

NOW THEREFOR BE IT RESOLVED, by the Common Council of the City of Wausau that the Mayor and authorized representatives are directed to issue a purchase order to the City County Information Technology Commission (CCITC) to complete the ERP project and modernize the City's financial, budgeting, human resources, debt management, reporting, dashboards, asset management and cashiering software in the amount of \$163,875.

BE IT FURTHER RESOLVED, that the Common Council authorizes CCITC to enter into any agreements for services on behalf of the city, including subscription services to further the ERP project implementation in accordance with the scope outlined above.

Approved:

Doug Diny, Mayor

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

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

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

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

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

Discussion and possible action authorizing the issuance of a purchase order to CCITC to obligate ARPA ERP fund for the completion of the ERP project including HR, payroll, accounting, accounts receivable, accounts payable, cashiering, asset management, reporting, banking, debt management, budgeting, forecasting, depreciation, and budget reporting and authorizing CCITC to enter into any agreements for service including subscription service to further the ERP project implementation.

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



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: November 24, 2024
RE: ERP Project ARPA funding

The Common Council authorized the purchase and implementation of a New ERP system with ARPA dollars. The project was a joint project with CCITC and the County. The scope included HR, payroll, accounting, accounts receivable, accounts payable, cashiering, asset management, reporting, banking, debt management, budgeting, forecasting, depreciation, and budget publication.

While the project went live on January 1, 2023, we have not implemented all project components. The project currently has an available budget of \$163,875. To ensure that all funds are obligated by December 31, 2024, we recommend executing a purchase order with City County Information to complete the project.

Attached is a draft of the resolution. The resolution would be presented to the Council on 12/10/2024 obligating funds before 12/31/2024.

Work still to be performed includes:

- Cashiering software integrations
- P Card Integrations with Workday
- CIP budgeting and reporting
- Dashboards
- Reporting improvements
- Budgeting

City of Wausau Standard Terms and Conditions

If contract is signed with the City of Wausau please provide your acceptance to the City Terms and Conditions below.

- 1.0 SPECIFICATIONS:** The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Wausau shall be the sole judge of equivalency. _____ are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the _____'s letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the _____s shall be held liable.
- 3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS:** City of Wausau reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of City of Wausau.

Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office

- 4.0 METHOD OF AWARD:** Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.
- 5.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the City of Wausau.
- 6.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 7.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

Failure of the _____ to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the _____ liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 8.0 ORDERING:** Purchase orders shall be placed directly to _____ by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.
- 9.0 PAYMENT TERMS AND INVOICING:** City of Wausau normally will pay properly submitted _____ invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

9.2 A good faith dispute creates an exception to prompt payment.

- 10.0 TAXES:** City of Wausau and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

City of Wausau, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. City of Wausau may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply

The documents constituting the contract between the City of Wausau and _____ are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. _____ shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. City of Wausau reserves the right to cancel this contract if _____ fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to City of Wausau must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

13.1 _____ shall execute and maintain its work so as to avoid injury or damager to any persons or property. _____ shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, _____ shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S.Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 _____ is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with City of Wausau, a public entity. _____ shall provide a similar notice to all its subcontractors.

13.3 SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

14.0 INSURANCE REQUIREMENTS: _____ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved City of Wausau, nor shall _____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, _____ shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _____.

14.2 General Liability, Professional Liability and Property Damage Insurance. _____ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by _____, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.

- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 City of Wausau reserves the right to require higher or lower limits where warranted.

14.4 City of Wausau reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 **PROOF OF INSURANCE:** _____ shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _____ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the City of Wausau Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name City of Wausau as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

The following language is expected:

"It is agreed that the following are Additional Insured, when required by written contract, on the General Liability and Business Auto on a Primary/Non-Contributory basis as respects operations performed by the Named Insured in Connection with this project for the City of Wausau, it's officers, council members, agents, employees and authorized volunteers.

Commercial Umbrella Excess Liability follows form with respect to Additional Insureds subject to the policy terms, conditions, and exclusions. "

15.0 CANCELLATION / TERMINATION: City of Wausau reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the City's convenience, at any time by a notice in writing from the City to _____ by certified mail. If the Contract is terminated by the City as provided herein, _____ shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of _____ covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent City of Wausau from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from _____ hereunder. Furthermore, this amendatory provision shall not operate to prevent the City from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to _____ of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the _____ under this contract may be assigned or delegated without the prior written consent of City of Wausau.

18.0 PATENT INFRINGEMENT: The _____ selling articles to City of Wausau as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against City of Wausau (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: City of Wausau is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of City of Wausau to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is _____'s responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of City of Wausau.

20.2 Any material submitted by _____ in response to City of Wausau's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event City of Wausau becomes involved in litigation due to _____'s refusal of permission to release information identified as confidential or proprietary, _____ agrees to indemnify, defend and hold harmless City of Wausau for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF CITY OF WAUSAU'S DATA: In the event work conducted under this contract requires _____ to have access to City of Wausau's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, _____ agrees to keep all such data confidential and to execute any reasonable agreement to assure City of Wausau that _____ will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon _____ or its agents, employees, successors, assigns or subcontractors. _____ shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by _____, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of City of Wausau, any of its departments, agencies or other subunits, or any city official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of City of Wausau. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of City of Wausau's purchasing agent.

23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION

_____ hereby agrees to release, indemnify, defend, and hold harmless City of Wausau, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

City of Wausau hereby agrees to release, indemnify, defend, and hold harmless _____, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of City of Wausau's officers, officials, employees, agents or assigns.

City of Wausau does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

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

25.0 GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions. _____ consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in City of Wausau, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of City of Wausau. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of City of Wausau are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by City of Wausau on behalf of the Contractor. Neither City of Wausau nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, City of Wausau.

28.0 NON-DEBARMENT CLAUSE: _____ hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. _____ further agrees and certifies that this clause shall be included in any subcontract of this contract. . City of Wausau also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: _____ has carefully reviewed City of Wausau's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.

CCITC Breach Notification Agreement

I. Breach Notification

a. *Definitions.*

- i. Breach, data breach, or security breach, as used in this section, is defined as an unintended, unknown or unauthorized access to data created, maintained, stored, processed, or otherwise available on servers, networks, or end point devices utilized by Provider in the course of its business.

b. *Notification requirements.*

- i. Provider agrees to notify CCITC when any Provider system that may access, process, or store CCITC data is subject to unintended access, regardless of whether such access actually occurs or whether CCITC's data is directly impacted. In this section, unintended access includes compromise by a computer worm, search engine web crawler, password compromise, or access by an individual or automated program. Provider agrees to notify CCITC within 48 hours of the discovery of the availability of this unintended access by providing notice via email to [insert email address].
 - ii. Provider agrees to notify CCITC within 24 hours if there is a threat to Provider's product as it pertains to the use, disclosure, and security of CCITC's data. Provider agrees to notify CCITC by providing notice via email to [insert email address].
 - iii. If an unauthorized use or disclosure of any CCITC data occurs, Provider must provide written notice within 24 hours after Provider's discovery of such use or disclosure and all information CCITC requests concerning this unauthorized use or disclosure. Provider agrees to notify CCITC by providing notice via email to [insert email address]. Provider's notice shall identify (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Provider shall provide such other information, including a written report, as reasonably requested by CCITC.
- c. *Remote Access.* If Provider requires remote access to CCITC's network, servers, or end users, Provider shall comply with all remote access guidelines promulgated by CCITC, including, but not limited to, the following:
- i. Provider's remote access will be available only upon request and only for a designated time. Provider's access will not be available at all times and access will be terminated at a set time determined by CCITC.
 - ii. Provider will not be allowed super user, administrator, or domain administrator privileges on CCITC servers.

- iii. Provider shall access CCITC's network, services, or end users through SecureLink or a similar product that does not create a private network between Provider and CCITC.
 - iv. Provider shall identify to CCITC an explanation of what methods of remote access it uses for other customers and how such access is secured.
- d. *Provider policies.* Provider shall have policies and procedures in place for effective management of security breaches. Provider shall provide to CCITC its policy relative to performance of background checks on staff, at hire and routinely, and its policy on how it handles candidates or current employees that have a felony or misdemeanor conviction related to criminal theft of money, products, or information. Provider shall provide to CCITC an explanation of how login credentials, including passwords and user names, for access to CCITC servers and content are protected at rest and while in motion.
- e. *Compliance with laws.* Provider agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Provider's security obligations or other event requiring notification under applicable law, Provider agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend CCITC, its constituent entities, officers, and employees, from and against any claims, damages, or other harm related to such breach.
- f. *Data storage.* Provider shall identify to CCITC whether any of its data will be stored outside of the borders of the United States.
- g. *Cloud solutions.* For any cloud-based software, Provider shall have a security audit annually and provide the resulting report to CCITC within 1 month of receipt at no charge to CCITC. The report shall also include Provider's plans and schedule to mitigate any issues identified. Provider shall inform CCITC on a monthly basis of the resolution of any identified risks.
- h. *PCI compliance.* If Provider offers or supports credit card payments, or partners with a third party or parties for credit card payments, Provider shall provide CCITC with its PCI security practices. Provider shall provide its most recent audit showing PCI compliance and identify its method to have its environment certified annually. Provider shall adhere to this breach notification language in the event of a breach of PCI data.
- i. *HIPAA and Part II Compliance.* Provider shall provide CCITC with information relative to how it is currently HIPAA compliant, how it will maintain said compliance on a yearly basis, a copy of any certification relative to its compliance, and shall comply with 45 CFR 160 and 164 as well as 45 CFR Part II.

- j. *CIJIS compliance.* For systems containing law enforcement data, Provider shall indicate how it is CIJIS compliant, how it will maintain such compliance, and a copy of any certification of such compliance.

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

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Amending Section Wausau Municipal Code 2.18.090 - Case schedule regarding night court.

Committee Action: Approved 3-0

Ordinance Number: 61-5975

Fiscal Impact: None

File Number: 24-1205

Date Introduced: December 10, 2024

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

Delete (———)

Section 1. That Section 2.18.090 Case schedule, is hereby amended to read as follows:

2.18.090 Case schedule.

Where possible, the following time frames are to be used in the municipal court:

- (a) Law enforcement officers and others chargeable with the responsibility of writing citations or other legal processes which provide a court date shall, at the time of issuance of the citation, provide a court date which is within 30 days of the date of issuance. ~~The party charged with an ordinance violation shall not have the right to be heard in night court if a night court date is not available within 30 days of the date charged.~~ The failure of an issuing officer or official to provide the opportunity for a ~~night court hearing~~ or a hearing within 30 days of the date of issuance shall not, in any matter, constitute a defense to the violation charged.

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, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, October 25, 2024, at 5:15 p.m., Council Chambers

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

Members Excused: Becky McElhaney, Sarah Watson

Others Present: Justin Pluess, Anne Jacobson, Kaitlyn Bernarde, Melinda Pauls

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:16 p.m.

Discussion and possible action amending Wausau Municipal Code Amending 2.18.090 (Case Schedule Regarding Night Court).

Motion by Larson, seconded by Lukens, to approve the changes as drafted. Motion carried 3-0.

DRAFT



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tegan M. Troutner
Assistant City Attorney

STAFF MEMO

TO: Public Health and Safety Committee Members

FROM: Anne Jacobson, City Attorney 

DATE: November 11, 2024

RE: Amending Section 2.18.090 Case Schedule Regarding Night Court

Purpose: Amend Section 2.18.090 Case schedule relative to night court.

Background: This is a housekeeping matter. On September 27, 2022, Council approved an ordinance amending Section 2.18.050 regarding municipal court hours and night court, however Section 2.18.090 was not amended to strike night court.

Recommendation

I am recommending a revision to the code to strike night court.

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 south side of Oak Street beginning at the intersection of North 5th Avenue and extending 12 feet west.

Committee Action: Approved 5-0 **Ordinance Number:** 61-5976

Fiscal Impact: Minimal cost to install signs

File Number: 24-1206 **Date Introduced:** December 10, 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:

...

Oak Street

- **South side of Oak Street beginning at the intersection of North 5th Avenue and extending 12 feet west between 7:00 a.m. and 4:00 p.m.**

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: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on parking restrictions on the south side of Oak Street at North 5th Avenue

Watson received the requests of Oak and Quaw from a resident who works as a crossing guard for the schools. Parking too close to the crosswalks by the schools makes it hard to see children. No parking here to corner would help to make it safer for kids crossing. There was also an ask on 6th Avenue to see how fast people are going. When school lets out some go 40 MPH.

Previously when we have talked about parking restrictions, Henke noted we discussed street size and other practices. Wesolowski feels this request makes sense and agrees with no parking here to corner as shown on the map in the packet. He noted that on other streets near schools we have included no parking during school hours of 7:00 am to 4:00 pm. To be consistent, he recommended including the school hours. Watson indicated there is still a lot of debate on what the school structure will look like, but in the meantime this is a cheap option.

Watson moved to restrict parking on the south side of Oak Street at North 5th Ave here to corner from 7:00 am to 4:00 pm. Seconded by Larson and the motion passed 5-0.

Agenda Item No.

3

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024***

AGENDA ITEM

Discussion and possible action on parking restrictions on the south side of Oak Street at North 5th Avenue

BACKGROUND

A request was received by Alder Watson for No Parking on the south side of Oak Street 12 feet back from the intersection of 5th Ave between the hours of 7 am and 4 pm.

A map is included.

FISCAL IMPACT

Minimal

STAFF RECOMMENDATION

None

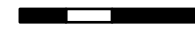
Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

City of Wausau / DPW

Date: 11/7/2024

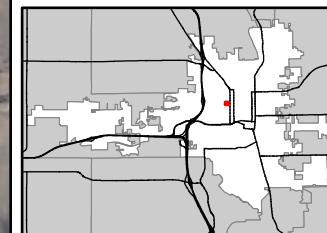
0 0.01 0.01



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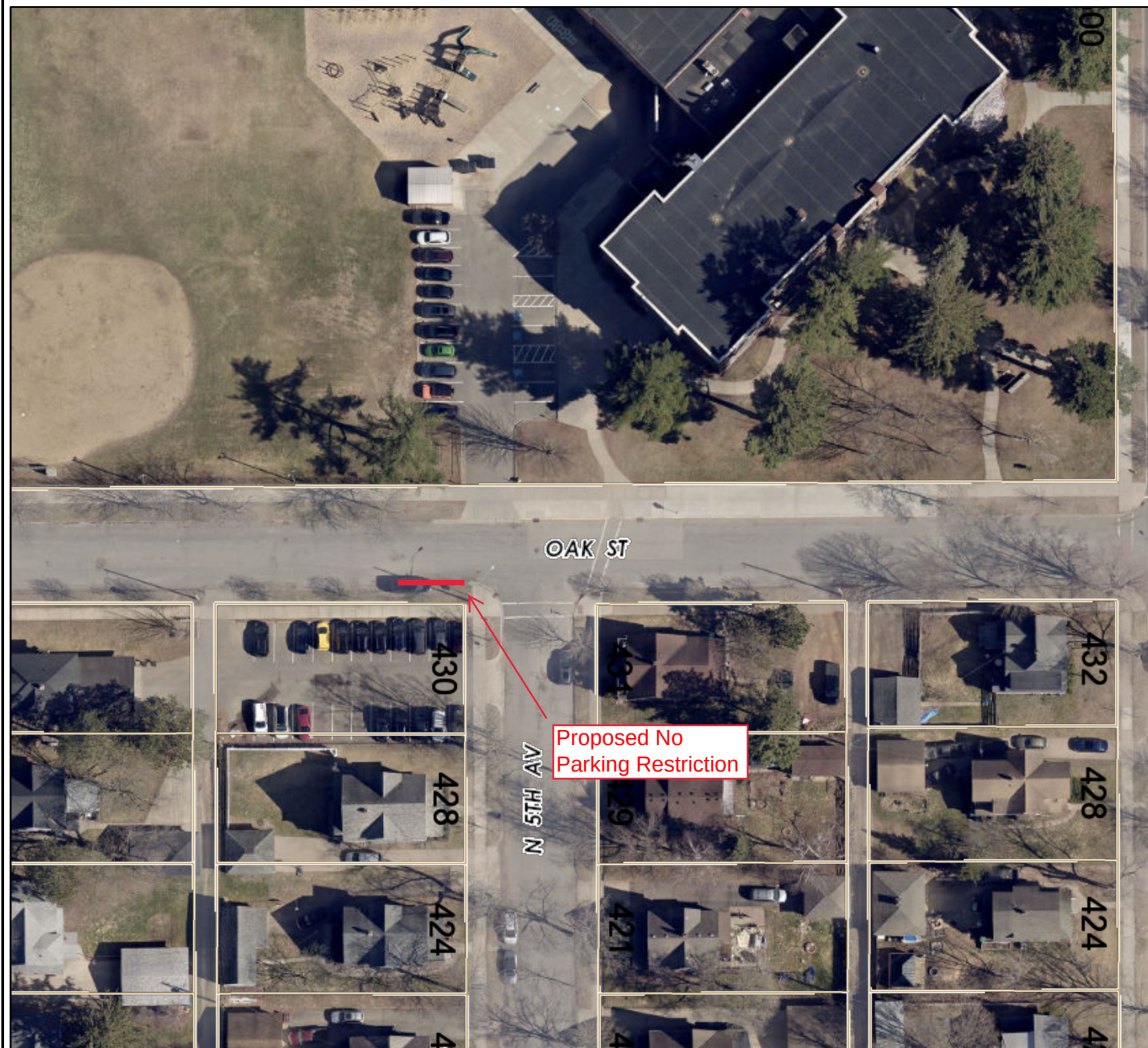
Right Of Way

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



Google Maps

547 Oak St



Image capture: May 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 east side of North 6 th Avenue beginning at the intersection of Quaw Street and extending 12 feet south.			
Committee Action:	Approved 5-0	Ordinance Number:	61-5977
Fiscal Impact:	Minimal cost to install signs		
File Number:	24-1207	Date Introduced:	December 10, 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:

...

North 6th Avenue

- East side of North 6th Avenue beginning at the intersection of Quaw Street and extending 12 feet west between 7:00 a.m. and 4:00 p.m.

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: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on parking restrictions on the east side of North 6th Avenue at Quaw Street

Waston explained this is north of Bridge Street, by another school. During school hours would be perfect to make sure kids are visible.

Neal moved to approve. Seconded by Larson and the motion passed 5-0.

Agenda Item No.

4

***STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – November 14, 2024***

AGENDA ITEM

Discussion and possible action on parking restrictions on the east side of North 6th Avenue at Quaw Street

BACKGROUND

A request was received by Alder Watson for No Parking on the east side of 6th Avenue, 12 feet back from the corner of Quaw Street.

A map is included.

FISCAL IMPACT

Minimal

STAFF RECOMMENDATION

None

Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

City of Wausau / DPW

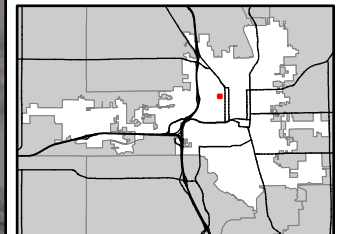
Date: 11/7/2024

0 0.01 0.01

mi

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



Google Maps

661 N 6th Ave

Wausau, Wisconsin

Google Street View

May 2023 [See more dates](#)



Image capture: May 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 North 7th Street beginning at the intersection of Washington Street and extending 15 feet north and south.

Committee Action: Approved 5-0 **Ordinance Number:** 61-5978

Fiscal Impact: Minimal cost to install signs

File Number: 24-1208

Date Introduced: December 10, 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:

...

North 7th Street

- **West side of North 7th Street beginning at the intersection of Washington Street and extending 15 feet north and south**

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

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on parking restrictions on the west side of North 7th Street at Washington Street

Wesolowski explained that when heading east on Washington Street approaching 7th Street it is tough to see north and south traffic. 7th Street is a heavily traveled street and is a wider street. He recommended adding no parking 15' back to corner. He would not put a time limit in this area as it is not near a school.

Martens travels 7th Street a lot to avoid some of the traffic on 6th Street. This intersection does get crowded, especially in the afternoon. He believes a lot of Red Eye employees will park on 7th Street to save the spots in front of the establishment for customers. He feels adding this restriction makes sense.

It is a minor bug of Neal that throughout the city parking is allowed adjacent to the corner. The last photo is facing north and one has to inch out to see oncoming traffic. It is the same problem as one has to the right. Wesolowski stated parking restrictions are proposed for both sides of the intersection.

Henke asked what the rule is for how far one can park from an intersection if not posted. Kurtzhals stated it is 4 feet.

Neal moved to approve the parking restrictions on North 7th Street at Washington Street. Larson seconded and the motion passed 5-0.

Agenda Item No.

5

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024***

AGENDA ITEM

Discussion and possible action on parking restriction on the west side of North 7th Street at Washington Street

BACKGROUND

A request was received by engineering for No Parking on the west side of N. 7th street, 15 feet back from the corner of Washington Street on both the north and south side of Washington Street.

A map is included.

FISCAL IMPACT

Minimal

STAFF RECOMMENDATION

None

Staff contact: Allen Wesolowski 715-261-6762



ArcGIS Web Map

City of Wausau / DPW

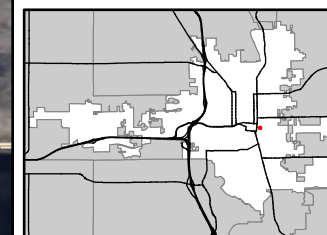
Date: 11/7/2024

0 0 0.01

mi

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







RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 400 N. 72nd Avenue.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 07-0919

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Tempus Wausau, LLC received an offer to purchase the property at 400 N. 72nd Avenue from Sterling Office and Industrial Properties, LLLP which was accepted; and

WHEREAS, a request was received from the owner seeking the City's waiver of its right to exercise its option to repurchase the property, release and terminate all existing deed restrictions and approve the proposed set of revised deed restrictions contained in the attached Termination and Deed Restrictions for Wausau West Business and Industrial Park; and

WHEREAS, your Economic Development Committee, at their December 3, 2024 meeting discussed and recommended waiving the City's right to repurchase the property, release and terminate all existing deed restrictions and approve new deed restrictions contained in the Termination and Deed Restrictions for Wausau West Business and Industrial Park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby waive its right to exercise its option to repurchase the property and authorizes the Mayor and Clerk to execute the Termination and Deed Restrictions for Wausau West Business and Industrial Park, as attached, for the property at 400 N. 72nd Avenue.

Approved:

Doug Diny, Mayor

Document No.	TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK	
	Document Title	

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this ____ day of December, 2024 by the CITY OF WAUSAU (“City”) and consented to by TEMPUS WAUSAU, LLC, an Arkansas limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated November 7, 2007, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1494358 (“Deed Restrictions”);

Recording Area

WHEREAS, Owner has received an offer to purchase the Property from Sterling Office and Industrial Properties, LLLP and Owner intends to transfer title to the Property to Sterling Office and Industrial Properties, LLLP or its assigns (“Transfer”);

Name and Return Address

Attorney Bryan Duke

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Deed Restrictions;

PIN: 291-2906-254-0983

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of ROFR. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.

3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
- a. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 - b. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 - c. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY’s zoning ordinances.
 - d. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
 - e. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
 - f. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
 - g. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
 - h. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
 - i. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
 - j. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
 - k. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.

- l. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
- m. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - i. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - ii. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

CITY OF WAUSAU BY:

THIS INSTRUMENT DRAFTED BY
Anne L. Jacobson, City Attorney
for the City of Wausau
City Hall, Wausau, WI 54403

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot one (1) of Certified Survey Map No. 15003 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 67 of Certified Survey Maps on page 85, as Document No. 1493812, being part of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) and part of the Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Tax Key No. 291-2906-254-0983

Address: 400 N. 72nd Avenue

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8500 Highland Drive.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 94-0443

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, 917 Buena Vista Dr LLC received an offer to purchase the property at 8500 Highland Drive from Marshall Park Investments, LLC which was accepted; and

WHEREAS, a request was received from the owner seeking the City's waiver of its right to exercise its option to repurchase the property, release and terminate all existing deed restrictions and approve the proposed set of revised deed restrictions contained in the attached Termination and Deed Restrictions for Wausau West Business and Industrial Park; and

WHEREAS, your Economic Development Committee, at their December 3, 2024 meeting discussed and recommended waiving the City's right to repurchase the property, release and terminate all existing deed restrictions and approve new deed restrictions contained in the Termination and Deed Restrictions for Wausau West Business and Industrial Park.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby waive its right to exercise its option to repurchase the property and authorizes the Mayor and Clerk to execute the Termination and Deed Restrictions for Wausau West Business and Industrial Park, as attached, for the property at 8500 Highland Drive.

Approved:

Doug Diny, Mayor

Document No.	TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK	
	Document Title	

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this ____ day of December, 2024 by the CITY OF WAUSAU (“City”) and consented to by 917 BUENA VISTA DR LLC, a Wisconsin limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated May 9, 1994, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1025967 (“Deed Restrictions”);

WHEREAS, Owner has received an offer to purchase the Property from Marshall Park Investments, LLC and Owner intends to transfer title to the Property to Marshall Park Investments, LLC or its assigns (“Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Deed Restrictions;

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of ROFR. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.

Recording Area
Name and Return Address
Attorney Jason Buckner
100 South Main Street
Janesville WI 53545
PIN: 291-2906-253-0979

3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
- a. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 - b. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 - c. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY’s zoning ordinances.
 - d. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
 - e. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
 - f. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
 - g. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
 - h. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
 - i. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
 - j. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
 - k. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.

- l. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
 - m. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - i. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - ii. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

CITY OF WAUSAU BY:

THIS INSTRUMENT DRAFTED BY
Anne L. Jacobson, City Attorney
for the City of Wausau
City Hall, Wausau, WI 54403

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot one (1) of CERTIFIED SURVEY MAP NO. 7883 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on April 28, 1994, in Volume 30 of Certified Survey Maps on Page 146, as Document No. 1024931; said certified survey map being part of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin

EXCEPTING Lot one (1) of CERTIFIED SURVEY MAP NO. 10383 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on September 08, 1998 in Volume 43 of Certified Survey Maps on page 15, as Document No. 1146721.

Tax Key No. 291-2906-253-0979
Address: 8500 Highland Drive

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

RESOLUTION OF THE PUBLIC HEALTH AND SAFETY COMMITTEE

Approving Amendments to Emergency Medical Services Contracts to provide emergency ambulance services to surrounding municipalities

Committee Action: Approved 3-0

Fiscal Impact: \$7.75 per capita per township and village for 2025. Three percent (3%) increase for each year thereafter through 2028.

File Number: 04-1212

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau has provided emergency medical services to area towns and villages for many years; and

WHEREAS, the City currently has Ambulance Fee Agreements with the Towns of Wausau, Berlin, Texas and Hewitt and with the Village of Maine; and

WHEREAS, the City has proposed amendments to the contracts for emergency medical services with an annual subsidy for all services performed of \$7.75 per capita for 2025 with an annual 3% increase for additional automatic renewal years through 2028; and

WHEREAS, your Finance Committee, at their November 26, 2024 meeting, approved amendments to the emergency medical services contracts.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute amendments to the Emergency Medical Service Contracts with the Towns of Wausau, Berlin, Texas and Hewitt and with the Village of Maine, copies of which are attached hereto and incorporated herein by reference.

Approved:

Doug Diny, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, October 25, 2024, at 5:15 p.m., Council Chambers

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

Members Excused: Becky McElhaney, Sarah Watson

Others Present: Justin Pluess, Anne Jacobson, Kaitlyn Bernarde, Melinda Pauls

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:16 p.m.

Discussion and possible action on proposal to adjust charges for ambulance services to townships.

Motion by Larson, seconded by Lukens, to approve the changes. Motion carried 3-0.

DRAFT

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES CONTRACT

This Amendment ("Amendment") to the Emergency Medical Services Contract the City of Wausau, ("CITY") and the Village of Maine, ("VILLAGE") is made this _____ day of _____, 2024.

WHEREAS, on August 8, 2017, Council approved an Emergency Medical Services Contract for emergency medical services with the Village of Maine which includes an automatic renewal for successive one (1) year renewal terms ("Agreement"); and

WHEREAS, the CITY and VILLAGE have negotiated a new per capita rate for 2025 and a three percent (3%) increase for each year thereafter through 2028; 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. Paragraph 9 COST OF SERVICES AND PAYMENTS is hereby deleted and replaced as follows:
2. **9. COST OF SERVICES AND PAYMENTS.** The Village agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is the aggregate sum of \$7.75 per capita effective January 1, 2025. After 2025, annual automatic renewals will reflect a three percent (3%) increase through 2028. The annual payment is due in full on the 1st day of January of the year in which service will be provided. The payment shall be based upon the population numbers declared annually by the Wisconsin Department of Administration.

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:

VILLAGE OF MAINE BY:

Doug Diny, Mayor

Betty Hoenisch, President

Kaitlyn A. Bernarde, Clerk

Cindy Bailey, Clerk

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 Betty Hoenisch, President and Cindy Bailey, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES CONTRACT

This Amendment ("Amendment") to the Emergency Medical Services Contract the City of Wausau, ("CITY") and the Town of Wausau, ("TOWN") is made this _____ day of _____, 2024.

WHEREAS, on August 8, 2017, Council approved an Emergency Medical Services Contract for emergency medical services with the Town of Wausau which includes an automatic renewal for successive one (1) year renewal terms ("Agreement"); and

WHEREAS, the CITY and TOWN have negotiated a new per capita rate for 2025 and a three percent (3%) increase for each year thereafter through 2028; 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. Paragraph 9 COST OF SERVICES AND PAYMENTS is hereby deleted and replaced as follows:
2. **9. COST OF SERVICES AND PAYMENTS.** The Town agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is the aggregate sum of \$7.75 per capita effective January 1, 2025. After 2025, annual automatic renewals will reflect a three percent (3%) increase through 2028. The annual payment is due in full on the 1st day of January of the year in which service will be provided. The payment shall be based upon the population numbers declared annually by the Wisconsin Department of Administration.

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:

TOWN OF WAUSAU BY:

Doug Diny, Mayor

Matt Baer, Chairperson

Kaitlyn A. Bernarde, Clerk

Jean Block, Clerk

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 Matt Baer, Chairperson and Jean Block, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES CONTRACT

This Amendment ("Amendment") to the Emergency Medical Services Contract the City of Wausau, ("CITY") and the Town of Berlin, ("TOWN") is made this _____ day of _____, 2024.

WHEREAS, on August 8, 2017, Council approved an Emergency Medical Services Contract for emergency medical services with the Town of Berlin which includes an automatic renewal for successive one (1) year renewal terms ("Agreement"); and

WHEREAS, the CITY and TOWN have negotiated a new per capita rate for 2025 and a three percent (3%) increase for each year thereafter through 2028; 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. Paragraph 9 COST OF SERVICES AND PAYMENTS is hereby deleted and replaced as follows:
2. **9. COST OF SERVICES AND PAYMENTS.** The Town agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is the aggregate sum of \$7.75 per capita effective January 1, 2025. After 2025, annual automatic renewals will reflect a three percent (3%) increase through 2028. The annual payment is due in full on the 1st day of January of the year in which service will be provided. The payment shall be based upon the population numbers declared annually by the Wisconsin Department of Administration.

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:

TOWN OF BERLIN BY:

Doug Diny, Mayor

James Sala, Chairman

Kaitlyn A. Bernarde, Clerk

Connie Nowak, Clerk

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 James Sala, Chairman and Connie Nowak, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES CONTRACT

This Amendment ("Amendment") to the Emergency Medical Services Contract the City of Wausau, ("CITY") and the Town of Texas, ("TOWN") is made this _____ day of _____, 2024.

WHEREAS, on August 8, 2017, Council approved an Emergency Medical Services Contract for emergency medical services with the Town of Texas which includes an automatic renewal for successive one (1) year renewal terms ("Agreement"); and

WHEREAS, the CITY and TOWN have negotiated a new per capita rate for 2025 and a three percent (3%) increase for each year thereafter through 2028; 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. Paragraph 9 COST OF SERVICES AND PAYMENTS is hereby deleted and replaced as follows:
2. **9. COST OF SERVICES AND PAYMENTS.** The Town agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is the aggregate sum of \$7.75 per capita effective January 1, 2025. After 2025, annual automatic renewals will reflect a three percent (3%) increase through 2028. The annual payment is due in full on the 1st day of January of the year in which service will be provided. The payment shall be based upon the population numbers declared annually by the Wisconsin Department of Administration.

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:

TOWN OF TEXAS BY:

Doug Diny, Mayor

Delmar Winter, Chairman

Kaitlyn A. Bernarde, Clerk

Lorraine Beyersdorf, Clerk

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 Delmar Winter, Chairman and Lorraine Beyersdorf, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES CONTRACT

This Amendment ("Amendment") to the Emergency Medical Services Contract the City of Wausau, ("CITY") and the Town of Hewitt, ("TOWN") is made this _____ day of _____, 2024.

WHEREAS, on August 8, 2017, Council approved an Emergency Medical Services Contract for emergency medical services with the Town of Hewitt which includes an automatic renewal for successive one (1) year renewal terms ("Agreement"); and

WHEREAS, the CITY and TOWN have negotiated a new per capita rate for 2025 and a three percent (3%) increase for each year thereafter through 2028; 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. Paragraph 9 COST OF SERVICES AND PAYMENTS is hereby deleted and replaced as follows:
2. **9. COST OF SERVICES AND PAYMENTS.** The Town agrees to pay the City an annual subsidy for all services performed. The amount of annual subsidy is the aggregate sum of \$7.75 per capita effective January 1, 2025. After 2025, annual automatic renewals will reflect a three percent (3%) increase through 2028. The annual payment is due in full on the 1st day of January of the year in which service will be provided. The payment shall be based upon the population numbers declared annually by the Wisconsin Department of Administration.

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:

TOWN OF HEWITT BY:

Doug Diny, Mayor

Marlene Stueland, President

Kaitlyn A. Bernarde, Clerk

_____, Clerk

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 Marlene Stueland, President and _____, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Production Agreement between Marathon County and City of Wausau.

Committee Action: Approved 5-0

Fiscal Impact: Revenue included in the budget

File Number: 12-1118

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

WHEREAS, a Production Agreement between the City and Marathon County (“County”) was last entered into on April 13, 2023, effective January 1, 2023, and expires December 31, 2024; and

WHEREAS, the City and County wish to enter into a two year Production Agreement at a rate of \$30 per hour for 2025 and \$35 per hour for 2026; and

WHEREAS, your Finance Committee, at their December 10, 2024 meeting, discussed and recommends entering into a Production Agreement with the County.

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

Approved:

Doug Diny, Mayor

PRODUCTION AGREEMENT BETWEEN MARATHON COUNTY AND CITY OF WAUSAU

This Agreement is dated this ____ day of _____, 2024 and is by and between Marathon County, hereinafter referred to as "COUNTY" and the City of Wausau, hereinafter referred to as "CITY."

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

TERMS

The term of this Production Agreement shall be from January 1, 2025 through December 31, 2026. Either party may terminate the agreement with a five (5) day written notice to the other party.

SCOPE OF WORK

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

COST

CITY agrees to provide to the COUNTY the production of all county board educational and voting meetings, and all standing committee meetings at the rate of \$30 per hour for 2025. Commencing January 1, 2026, the rate shall increase to \$35 per hour. Time will be billed in 15 minute increments and starts when staff arrives, which is usually thirty minutes before the meeting and stops when staff leaves, up to 30 minutes after the meeting. Closed session time is counted as meeting time. In 2025, for meetings that occur outside of the city limits of the City of Wausau, CITY will bill the COUNTY at the rate of \$30.00 per hour for travel time from City Hall to the meeting or event and the IRS mileage rate as a separate charge. This rate will increase to \$35 per hour commencing January 1, 2026. With a minimum one (1) week advance notice, unless otherwise agreed upon by both parties in writing, CITY will produce additional events, beyond the meetings listed above. Time will be invoiced at the end of each calendar quarter with payment due within 30 days of receipt.

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

RECORD

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

OWNERSHIP

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

ACCESS

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

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

REPRESENTATIVE

City of Wausau: Randy Fifrick
 407 Grant Street
 Wausau WI 54403

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

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

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

MARATHON COUNTY

CITY OF WAUSAU

Lance Leonhard, County Administrator

Doug Diny, Mayor

Kaitlyn A. Bernarde, City Clerk

Drafted by:
Anne L. Jacobson
City Attorney

To: Finance Committee
From: Randy Fifrick, Interim Development Director
Date: November 14, 2024
Re: Wausau Area Access Media (WAAM) Production Agreement with Marathon County



Our Production Agreement with Marathon County expires at the end of the year. This agreement provides WAAM employees to produce Marathon County meetings which are broadcast on public access and Youtube.

My understanding is that the City has not raised our production rate since around 2016. Over that time, we have increased our pay rate for our employees and need to look at an increase in our rate to cover this cost.

I've worked with Marathon County Administrator Lance Leonhard to negotiate a two-year extension to our agreement at the same rate for 2025 (\$30 per hour) and an increase to \$35 per hour in 2026.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the North Riverfront Development Guide.

Committee Action: Approved 4-0

Fiscal Impact: Adoption of the document is not a budgetary commitment

File Number: 24-1210

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau recognizes that the remediation and redevelopment of the north riverfront areas is an important part of protecting Wisconsin's resources and improving the local economy; and

WHEREAS, the City purchased approximately 20 acres of riverfront property for the purposes of remediation and redevelopment; and

WHEREAS, the City has agreed in the Woodchucks Development Agreement, to provide a plan for redevelopment of the riverfront area west of the railroad tracks by December 31, 2024; and

WHEREAS, the North Riverfront Development Guide seeks to fulfill that requirement until a time where a more robust planning effort may occur; and

WHEREAS, the document summarizes previous committee decisions, adopted plans, and sets the stage for moving the City forward in preparing this area for future development and planning; and

WHEREAS, adoption of the plan will allow the City to better evaluate future proposals from prospective developers and help protect the neighborhood from proposals with adverse impact;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau officially adopts the North Riverfront Development Guide.

Approved:

Doug Diny, Mayor

North Riverfront Development Guide

This document is designed to serve as a guide for development of the North Riverfront area. This is based on the Comprehensive Plan, previous visions from outside consultants, previous Council's redevelopment actions (such as property acquisition), preliminary engineering, the City Urban Design standards, the zoning code, and the development agreement with the Wausau Woodchucks. Staff developed this document, map, and concepts to guide the high-level decisions with development in this area and to protect the City from proposals that may have an adverse or underwhelming impact. There remain many unknowns that are to be determined through additional study and public input. The few compiled here should not be seen as a comprehensive list. Full redevelopment of the area will take many years but incremental steps can be taken to facilitate improvement.

Land Use

- Commercial corridors on Winton Street and Wausau Avenue
- Commercial buildings should be built to the front of the parcel with parking behind.
- Possible maximum height of 3 stories, i.e. mid to low density
- Orientation towards the river
- No residential driveway access on River Drive
- Commercial buildings should share parking as much as possible
- Parks and greenspace should be a feature element throughout the mapped area.

To Be Determined

- Number of potential housing units
- Aesthetic (traditional, modern, front porch, etc)
- Use of the area north of Winton Street along the river.

Infrastructure

- River Dr should be placed along the river to maximize public access. See attached suggested profile.
- Consider access to the area with intersection improvements at 6th St and Wausau Ave, and 6th St and Winton Street.
- Consider improvements along Wausau Ave and Winton Street to control traffic and encourage commercial corridors.
- Street design should provide physical barriers and cues to slow traffic. Examine the use of traffic circles at intersections.
- Relocate electrical lines to the east side of the area along the RR tracks. Bury lines as possible.
- RR crossing at Devoe Street must be preserved.

To Be Determined

- Type, size, and placement of utilities
- Potential for bike/ped bridge across the river from area north of Winton Street to Schofield Park.
- Additional public access points to the river.
- Additional neighborhood street improvements needed.



Next steps

- Demolish the former Water Treatment Plant and Meter Shop.
- Rezone the Wastewater Plant parcels located just north of Bridge St from Medium Industrial to UMU
- Rezone City-owned parcels along Winton Street from Heavy Industrial to UMU.
- Acquire, if possible, excess RR ROW.
- Build Woodchucks parking plan
- Design and build River Drive between Wausau Ave and Winton Street.
- Rebuild Wausau Ave between River Drive and 2nd Street
- Rebuild Winton Street between River Drive and 3rd Street
- Build River Edge trail from Winton Street to Gilbert Park
- Engage services of consulting firm to perform detailed analysis, design context-sensitive solutions mindful of the area, and gather extensive public input
- Continue remediation efforts on former industrial properties.

Long Term Steps

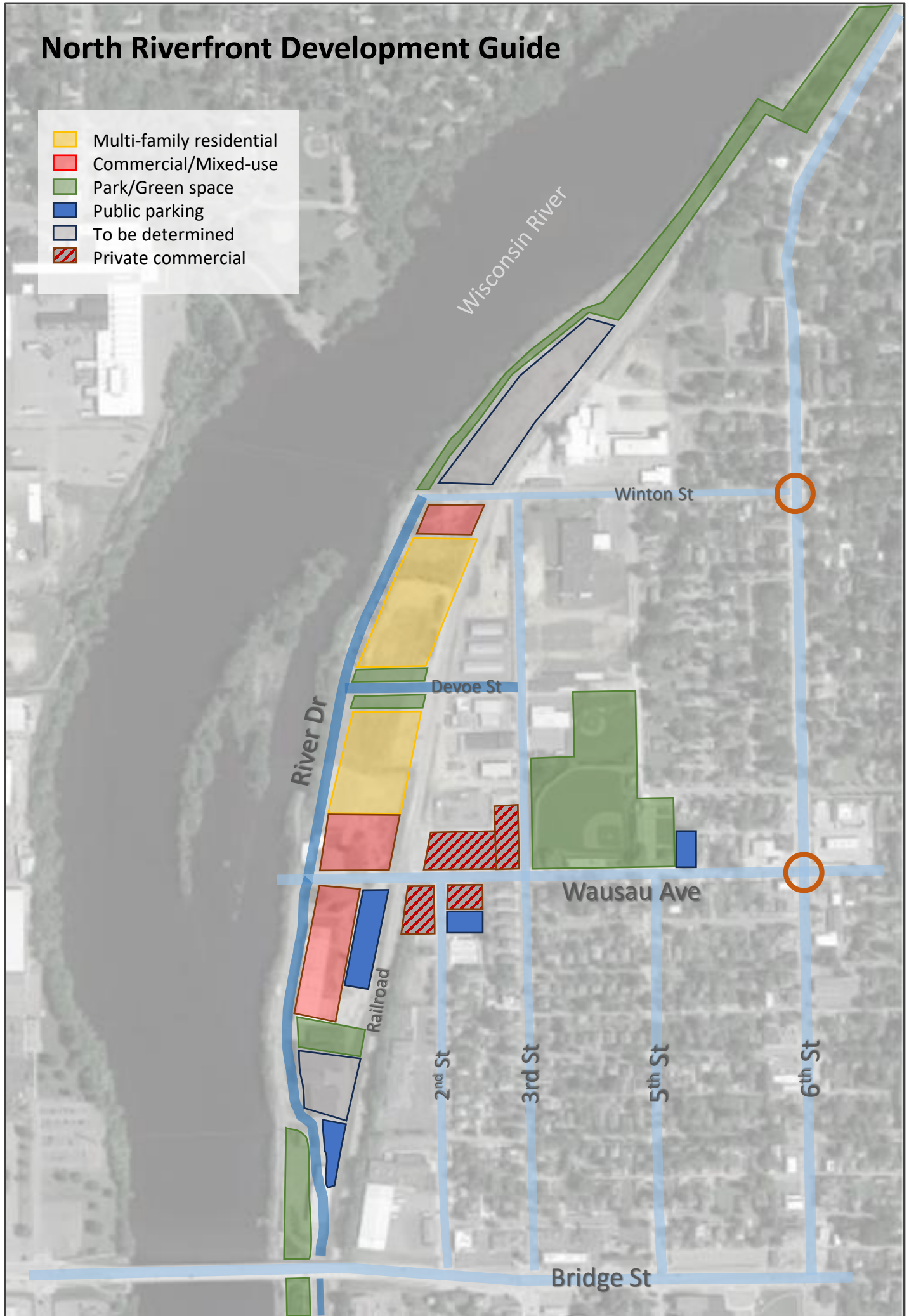
RFP areas ready for development

Engage professional services to evaluate cost of bike/ped bridge across the river

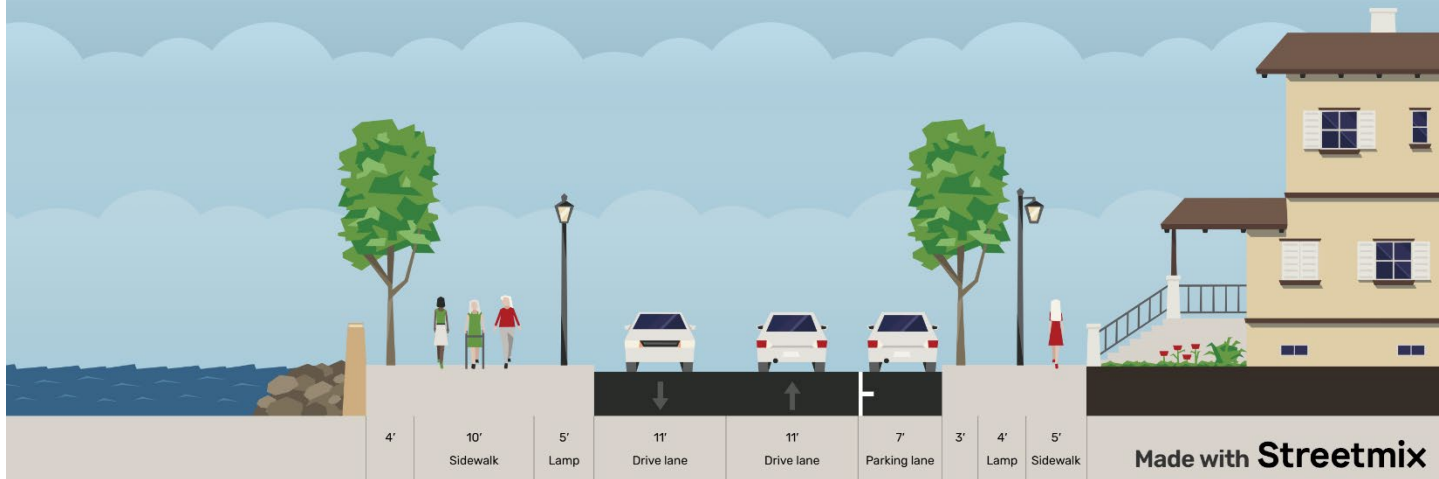


North Riverfront Development Guide

- Multi-family residential
- Commercial/Mixed-use
- Park/Green space
- Public parking
- To be determined
- Private commercial



River Drive



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

ORDINANCE OF THE PLAN COMMISSION			
Amending Wausau Municipal Code § 23.10.31 – Zoning map amendment.			
Committee Action:	Plan Commission: 6-0	Ordinance Number:	61-5979
Fiscal Impact:	None		
File Number:	24-1211	Date Introduced:	December 10, 2024

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

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

Add ()
Delete (xxxxx)

Section 1. That Wausau Municipal Code § 23.10.31 – *Zoning map amendment*, is hereby amended as follows:

23.10.31 – Zoning map amendment.

...

(8) Review and action by the Common Council.

(a) The Common Council shall consider the recommendation of the Plan Commission regarding the proposed amendment. The Common Council may request further information and/or additional reports from the Plan Commission, Zoning Administrator and/or City Planner, the applicant, and/or any other entity as it sees fit.

(b) The Common Council may approve the amendment as originally proposed, may approve the proposed amendment with modifications, or may deny approval of the proposed amendment.

(c) If the Common Council wishes to make significant changes in the proposed amendment to the Official Zoning Map, the procedure set forth in Wis. Stats. § 62.23(7)(d) shall be followed prior to Common Council action. Any action to amend the Official Zoning Map requires a simple majority vote of the Common Council, except that as provided in Wis. Stats. § 66.10015(3)(b). ~~in case of adverse recommendation by the Plan Commission or of a protest against such change signed and acknowledged by the owners of 20 percent or of more of the land area:~~

~~i. Included within the proposed amendment; or~~

- ~~ii. Immediately adjacent extending 100 feet from the proposed rezoning; or~~
- ~~iii. Directly opposite from the petitioner's extending 100 feet from the street frontage of such opposite land.~~

~~Such amendment shall not be passed, except by a three-fourths vote of all members of the Common Council. The Common Council's approval of the requested amendment shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed amendment.~~

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, Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 26, 2024, at 4:03 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, George Bornemann, Lou Larson.

Staff Present: William Hebert, Brooke Mueller, Brad Lenz, Andrew Lynch, Randy Fifrick

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 4:03 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion on amending Section 23.10.31 – Zoning Amendment

William Hebert said this item is a continuation of a previous amendment brought forward. State legislation prohibited communities' supermajority vote for zoning protest petitions. To comply with state legislation, an ordinance amendment is needed to be done before the end of this year.

Mayor Doug Diny opened the public hearing.

No comments

Mayor Diny closed the public hearing.

Discussion and possible action on amending Section 23.10.31 – Zoning Amendment

Motion by Bohlken and seconded by Bornemann. Motion approved unanimously, 6-0.



Memorandum

From: William Hebert, Chief Inspector/Zoning Administrator
To: Plan Commission
Date: November 13, 2024
Subject: Zoning Code Amendments

Staff is recommending an ordinance amendment to comply with state legislation. The ordinance amendment is included in the packet for WMC 23.10.31(8)

- Zoning petition requiring $\frac{3}{4}$ majority – Remove due to 2023 Wis. Act 16 created Wis. Stat. § 66.10015(3)(a) which would prohibit supermajority votes after 1/1/2025.

Plan commission will hold a public hearing on these changes. After the hearing a recommendation will be sent to common council for final approval.

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

**A JOINT ORDINANCE OF THE PLAN COMMISSION
AND THE HISTORIC PRESERVATION COMMISSION**

Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the Marathon County Home and Hospital, 1200 Lake View Drive, as a Local Historic Landmark.

Committee Action: Plan Commission: 6-0
Historic Preservation: 5-0

Ordinance Number: 61-5980

Fiscal Impact: None

File Number: 24-1213

Date Introduced: December 10, 2024

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

Section 1. That section 2.82.055 of the *Wausau Municipal Code* is hereby amended to read as follows:

Add (Red Text)

2.82.055 Local Historic Landmarks. The following structure is hereby designated as a local historic landmark:

(35) Marathon County Home and Hospital, 1200 Lake View Drive, PIN: 29128070240999

PT GOV LOT 7 SEC 02-28-07 & PT GOV LOT 1 & PT OF NE ¼ NE ¼ SEC 11-28-07 –
DESC AS CSM VOL 14 PG 174 (#3876) DOC #837571 & INCL MAPLE ISLAND (GOV
LOT I) SEC 02-28-07 [FIPO: TOPOGRAPHIC SURVEY 9/24/2018]

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

Section 3. Severability. In the event any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

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

Time and Date: The Plan Commission met on Tuesday, November 26, 2024, at 4:03 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, George Bornemann, Lou Larson.

Staff Present: William Hebert, Brooke Mueller, Brad Lenz, Andrew Lynch, Randy Fifrick

Others Present: Gary Gisselman

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 4:03 p.m. noting that a quorum was present.

Discussion and possible action the landmarking of the Marathon County Home and Hospital, also known as 1200 Lake View Drive. (Historic Preservation Commission)

Mayor Diny stated that the Historic Preservation Commission approved unanimously: 5-0.

Lenz explained that Historic Preservation Commission held a public hearing in August 2024. There was a pause requested by the County, and the Historic Preservation Commission did allow them the extra month. Another meeting was held in September and there was no input from the County at that time; so, Historic Preservation Commission recommended the landmarking. The next step is for Plan Commission to review the criteria, which are slightly different than the Historic Preservation Commission – the criteria pertain to the development of the city and the effect of the public interest. Staff recommends approval of the landmark designation based upon the criteria.

Motion by Watson and seconded by Larson. Motion approved unanimously, 6-0.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: November 19, 2024
Subject: Marathon County Home and Hospital - Historic Landmark Designation

The Historic Preservation Commission held a public hearing in August for the designation of the former Marathon County Home and Hospital as a local historic landmark. The building is located at 1200 Lake View Drive, on the southwest side of the County's Health Center campus. The minutes from the meeting are attached to this memo, along with some information about the building. The Commission found the building to be historically significant and recommended moving forward with the landmark designation. Their recommendation was made at the September meeting of the Historic Preservation Commission, which gave the County additional time that they requested to research the City's landmarking ordinance.

The next step in the landmarking process is for Plan Commission to review the recommendation from the Historic Preservation Commission, and forward its own recommendation to the Common Council for consideration. Per Wausau Municipal Code 2.82.050(b)(3), the Plan Commission shall consider the following factors in formulating a recommendation:

- (A) Will the designation of the property as a landmark or historic site interfere with the orderly, coordinated, and harmonious development of the city;
- (B) Will the designation of the property as a landmark or historic site conflict with parts of the master plan, official map or redevelopment plans;
- (C) Will the designation of property as a landmark or historic site promote the general public health, safety and general welfare.

Based on these criteria, staff recommends approval of the landmark designation by the Plan Commission. The building is located on the far edge of the campus, somewhat isolated from the city street grid. Future development of the County facilities can be contained on the existing campus, without needing to extend into the neighborhood to the east and north.

The comprehensive plan acknowledges the value of preserving the city's history. Also, Wausau's municipal code (2.82.010) states that it is a matter of public policy that the protection, enhancement, perpetuation and use of buildings of special architectural character or special historical interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people.

HISTORIC PRESERVATION COMMISSION

Time and Date: The Historic Preservation Commission met on Wednesday, September 25, 2024, at 4:00 p.m. in the Maple Room of Wausau City Hall.

Members Present: Gary Gisselman, Blake Opal-Wahoske, Kevin Crooks, David Oberbeck, Brian Mason, and Patrick Bacher

Members Not Present: Linda Tryczak, Christine Martens, Steve Miller

Staff Present: Brad Lenz, Brooke Mueller, Samantha Kulig

Others Present: Mary (SeKara LLC)

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

Chairperson Gary Gisselman called the meeting to order at approximately 4:00 p.m. noting that a quorum was present.

Discussion and possible action on landmarking Marathon County Home and Hospital (1200 Lake View Drive).

This was postponed from the Public Hearing so Marathon County could study the ordinance. We have not heard anything from Marathon County regarding this topic since then. Gary stated that we can act on this and get it sent to Plan Commission to which everyone else agreed that the landmark status should be accepted.

Patrick stated that the building is in excellent shape and Lance Leonord had previously stated that they have no plan to raze that building so he's not sure why there would be an opposition.

Kevin pointed out that it's one of the least visible historic buildings but it is still important to save it due to its architecture and history.

Motion by Kevin Crooks, seconded by Patrick Bacher. Motion to approve landmark status approved unanimously 5-0

HISTORIC PRESERVATION COMMISSION

Time and Date: The Historic Preservation Commission met on Wednesday, August 28, 2024, at 6:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Gary Gisselman, Blake Opal-Wahoske, Kevin Crooks, Christine Martens, Brian Mason, Steve Miller, and Patrick Bacher (arrived at 6:10 pm)

Members Not Present: Linda Tryczak, and David Oberbeck

Staff Present: Brad Lenz, Samantha Kulig

Others Present: Lance Leonhard

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

Chairperson Gary Gisselman called the meeting to order at approximately 6:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion on landmarking Marathon County Home and Hospital (1200 Lake View Drive)

Chairperson Gisselman opened the public hearing.

Lance Leonhard, representative of Marathon County who owns the Home and Hospital building, stated that chairperson Gisselman reached out to him regarding this. The request was sent to Human Resources, Finance, and Property committee for Marathon County. There were some concerns where the County would like some time to better understand the ordinance that was referenced (Wausau Municipal Code 2.82) and how it would interplay with state and federal landmark designation. Leonhard also stated that the County has also recently invested money in this building. Leonhard continues to state that the County did not express any interest in demolishing nor interest in fundamentally changing its character. County's committee is asking for more time to understand what the process is like for landmarking designation. Leonhard, on behalf of the committee, requested this commission delay consideration of the formal designation as a landmark for at least 60 days to allow the County to gather additional information and take a formal action on an upcoming meeting.

Kevin Crooks asked Leonhard what the additional 60 days would give that County committee in terms of additional information that they don't already have from reading the ordinance. Leonhard responded that the County committee met on August 7, 2024. At the time of that meeting, staff was tasked to read and understand the ordinance and provide the information for the committee. There hasn't been another follow up committee meeting since then to present what the staff has found.

Martens stated to Leonhard that Marathon County does have other landmark buildings - for instance, buildings at Marathon Park - that can provide more understanding on what Landmarking can offer. Martens also stated that she appreciates to hear that Marathon County does not want to raze the building but stated that she has concern about potential changes to the exterior. Martens asked Leonhard what kind of resources this commission can provide for helping County staff. Leonhard responded what kinds of incentives for landmarking does a local government have and what does a certificate of appropriateness entail for future renovations and changes.

Crooks responded the question regarding certificate of appropriateness stating that this commission does take in consideration the practicality of today's standards versus the characteristics of a historical landmark. From past certificate of appropriateness that were issued, Crooks cannot recall of ever requesting an owner to go back to an earlier appearance because it's not practical. Crooks continued that the interior is not regulated at all except when significant deterioration or changes of the interior that might affect the exterior - for instance plumbing problems, walls caving in, or floor collapsing - where this commission would address their concern.

Martens recommended Leonhard and his staff to reach out to the State Historical Society in additional information and resources. Crooks continued stating that State Historical Society also has a lot of knowledge about landmarking on a national level. Chairperson Gisselman stated that Zion Lutheran Church has recently acquired national status, and they can be helpful in explaining that process.

Chairperson Gisselman closed the public hearing.

Discussion and possible action on landmarking Marathon County Home and Hospital (1200 Lake View Drive)

Crooks asked Staff and Commission if the commission acted on this what would the timeframe be. Brad Lenz responded that the recommendation will be addressed in Plan Commission on September 17th, and then moved to Common Council on the first meeting of October which is tentatively scheduled on October 8th. Crooks asked if an action can be taken where we table, but not have to do a public hearing. Gisselman responded that we can table this agenda item by this commission.

Brian Mason asked Leonhard will tabling this item to this commission's next meeting date be enough time for Marathon County's committee to review and understand more about landmarking this building. Leonhard responded that he could work with the County's committee with this time frame and provide an update by this Commission's next meeting date.

Motion by Crooks and seconded by Patrick Bacher to move this to next month's meeting, September 25, 2024. Motion approved unanimously, 7-0.



Historic Name: **Marathon County Home & Hospital**
Other Name: **Sunnyvale Infirmary; N.C. Health Care Facility**
Contributing:
Reference Number: **51036**

NAMES

Location (Address): **1200 LAKE VIEW DR**
County: **Marathon**
City: **Wausau**

Township/Village:
Unincorporated Community:
Town:

Range:
Direction:
Section:

Quarter Section:
Quarter/Quarter Section:

PROPERTY LOCATION

Year Built: **1927**
Additions:
Survey Date: **1983**
Historic Use: **nursing home/sanitarium**
Architectural Style: **Other Vernacular**
Structural System:
Wall Material: **Brick**
Architect:
Other Buildings On Site:
Demolished?: **No**
Demolished Date:

PROPERTY FEATURES

National/State Register Listing Name: **Not listed**
National Register Listing Date:
State Register Listing Date:

NATIONAL AND STATE REGISTER OF HISTORIC PLACES

Barrel tile roofing and arcuated portico give evidence of Mediterranean influence; gabled pavilion with stone coping; central lantern. This is the last old building left on the asylum grounds; the rest of the complex is relatively new.

Additional

Information: 2016- "This Mediterranean Revival hospital was built in

1927. It is constructed of red brick with cream-colored stone tile accents throughout and a decorative stone course between the ground and first floors. The front elevation faces north and consists of a central gable-roofed block with two projecting side wings to the east and west. The central bay features a round-arched portico over the first-floor entrance, with the shed roof of the portico featuring a slight pediment capped with stone coping. The second floor windows above the portico are pairs of 1-over-1 double hung. The center windows are located in a slightly projecting bay with a shed roof and side pediments with coping. The windows flanking the central window bay feature brick hood molds, with diamond stone tiles underneath. A large vent is located in the peak of the gable, and the stone coping is repeated again on the gable roof pediment. The two projecting wings and the hyphens that connect them to the central block feature similar fenestration, with first story windows capped by brick hood molds with cream keystones, and second story windows with no decorative additions. Windows throughout are 1-over-1 double hung and appear to have been replaced since a previous survey in 1983, with small upper panes and larger lower panes. The entire structure features a red tile roof, with a metal cupola located at the ridgeline of the central block."

- "Lakeview Dr: AIP 03-55-0093-09 Wausau Downtown Airport", WisDOT#FOS 0737-51-09, Prepared by Kelly Noack, (2016).

(A) Sanborn Map, 1939. (B) S.M.B. Smith, "Speech to St. Mary's Hospital Staff," Wausau, Aug. 25, 1953.

Bibliographic

References:

NOTES

RECORD LOCATION

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

**JOINT RESOLUTION OF THE PARKS & RECREATION COMMITTEE,
PLAN COMMISSION, AND WAUSAU ARTS COMMISSION**

Approving Boy with the Boot sculpture at 3rd and Jackson Streets.

Committee Action: PARKS Approved 5-0
 PLAN Approved 6-0
 ARTS Approved 6-0

Fiscal Impact: None

File Number: 24-1214

Date Introduced: December 10, 2024

WHEREAS, the Plan Commission met on November 26, 2024, to review a request to place the Boy with the Boot sculpture at 3rd and Jackson Streets in Wausau; and

WHEREAS, Wisconsin Statutes [62.23(5)] state: *"The council... shall refer to the city plan commission, for its consideration and report before final action is taken by the council ... the following matters: ... the location of any statue or memorial."*

WHEREAS, the sculpture has a history in Wausau dating back to the 1920's, when it was initially placed in Hammond Park; and

WHEREAS, the sculpture most recently stood inside Wausau Center Mall prior to its demolition; and

WHEREAS, the developer of the former mall site is requesting the use of the sculpture to be placed seasonally within the development; and

WHEREAS, the proposed location would be highly visible at the intersection of two new downtown streets, but not interfere with future development of the former mall site; and

WHEREAS, this sculpture, like other public art, contributes to a unique sense of place; and

WHEREAS, the City's Arts Commission and Parks and Recreation Committee previously met to review the request, with both committees unanimously recommending in favor of the placement;

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the placement of the Boy with the Boot sculpture at 3rd and Jackson Streets, on the southwest corner.

BE IT FURTHER RESOLVED that the Common Council authorizes City Staff to execute any legal agreements outlining the rights and responsibilities of the parties involved in installing and maintaining the sculpture.

Approved:

Doug Diny, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 26, 2024, at 4:03 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, George Bornemann, Lou Larson.

Staff Present: William Hebert, Brooke Mueller, Brad Lenz, Andrew Lynch, Randy Fifrick

Others Present: Tyler Sheeran (Vice President of Commonwealth Development), Dustin Vreeland (Vreeland Surveyor), Josh Sommerfeldt (M+A Design)

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 4:03 p.m. noting that a quorum was present.

Discussion and possible action on approving Boy with the Boot sculpture at 3rd St and Jackson Street.

Mayor Diny stated that the “Boy with the Boot” sculpture was originally in the mall before it was torn down. Before the mall was constructed, the sculpture was in Hammond Park since the 1920s. The sculpture would be outdoor during summer weather and will be stored during winter weather times.

Motion by Larson and seconded by Watson. Motion approved unanimously, 6-0.

WAUSAU ARTS COMMISSION

Time and Date: Tuesday, October 15, 2024 at 4:00 p.m. in the Maple Room of Wausau City Hall
Members Present: Tom Fleming, Mara Mullen, Sarah Watson, Sean Wright, Keith Montgomery, Shannon Pueschner
Members Not Present: Alora Koval
Others Present: Brad Lenz, Brooke Mueller, Michael & Colleen Thomasgard

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

Discussion and possible action on approving ‘Boy with the Boot’ sculpture at 3rd and Jackson Streets

Brad spoke briefly about the Boy with the Boot sculpture that was originally located in Hammond Park from the early 1920’s to 1980 when it was moved to the Wausau mall. The plan would be to bring the sculpture inside during the winter and possibly replace with a season decoration. The proposed location is in front of the Children’s Imaginarium and HOM Furniture.

Montgomery made a motion to approve the location for the sculpture. Mullen seconded. Motion carried unanimously, 6-0.

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: October 7, 2024, at 5:15 p.m. Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Andy Sims – Operations Manager, John Kahon – City Forester, Anne Jacobson - City Attorney, Matt Graun - Becher Hoppe

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present, and the meeting was called to order at 5:15pm.

4. Discussion and Possible Action Approving a Request to Relocate the Boy with Boot Statue – The Boy with the Boot Statue is a self-standing statue with a water feature. Once the water is added, the water is self-circulating. The intent is to bring the statue out during the warmer season and replace it with something else during the colder season. Questions were answered. Motion by Neal, second by Rasmussen to approve to relocate the Boy with Boot Statue. Motion carried by voice vote; vote reflected as 5-0.

4. Discussion and Possible Action Approving a Request to Relocate the Boy with Boot Statue

The City owns a statue called the Boy with the Boot. This statue originally was in Hammond Park from the early 1920's to 1980. After it was vandalized several times it was removed. The statue was later refurbished by the Kiwanis and became a fixture in the Wausau Mall. Since the mall has been removed the statue remains safe with the Parks Department. The department recently received a request from Becher Hoppe, representing the mall site redevelopment team, requesting that the City approve the placement of the Boy with the Boot Statue within the new development. A proposed location for the statue is below. The group indicated that their initial plan is to remove the statue each winter and replace it with a seasonal decoration.



The Committee is asked to approve the placement of the Boy with the Boot statue within the mall redevelopment area and direct staff to develop an agreement for the use of the statue.

The Boy, the boot, and the mystery

By JILL FREDEL
Herald Intern

This is the story of a boy. He's older as boys go, and no one knows for sure where he came from or to whom he belongs.

Thousands of people used to see him every year, but not one of them claimed him. For all practical purposes, he is an orphan. But before you run to your phone to call a local adoption agency, let me explain the story of the statue, "The Boy with the Leaking Boot."

Wausau's Boy (as he is affectionately known by the statue's historians) stood in Hammond Park until about 18 months ago when it was damaged by vandals. The statue was removed and stored in the Park Department's repair shop.

The Boy's place in Hammond Park was taken by "Willie's Dilemma" — a donation this past spring from the Kiwanis Club of Wausau.

The Boy, tentatively, is to be placed in the entrance to the downtown shopping mall, according to mall developers.

Those are the most recent developments involving the Boy, but the past is even more interesting.

Wausau's Boy is actually one of more than 25 such statues in the world. (The nearest other Boy is in front of the fire station in Stevens Point.)

Other statues in the area include four in Menominee, Mich. (one outside the M & M Brewing Company, one inside the library and two in private ownership), one in Door County in private ownership and one in Neenah, also in private ownership.

The story of Wausau's Boy began in the early 1920s when Sue Hammond Rhea, who founded Hammond Park in honor of her father, brought the Boy to be placed in the Thomas Street side of the park.

The exact date of the statue's placement in the park is unknown, but Maryanne Norton of the Marathon County Historical Museum believes it was put there in 1923 or 1924.

The first reference to the statue she found came in the city park board's minutes in 1925.

"But we don't know if it had been in the area before that time," said Norton.

The statue was vandalized twice in the 1940s and put in storage for quite a while. It was re-installed at a later date with the boot hanging upside down, instead of the original right side up.

The statue was later knocked off its base and put in the Park Department's garage attic where it was forgotten for some time.

When the statue was found again, the boot was turned around, and the statue was put back in Hammond Park.

In the spring of 1980, the statue was again knocked off its base. Park Department officials decided against re-installing the Boy. Instead, plans have made to include it in the downtown mall.

The statue now stands in the Park Department's garage on Pardee Street.

That's the history of Wausau's Boy. The mystery of the Boy's origin, though, is not confined solely to Wausau. No one has been able to find out anything about any of the Boys worldwide.

The Rev. Alexander Fleck of Fort Worth, Texas, has tracked down many of the statues, but even he has come up empty on where the statue originated.

Emma Towsley, who is the resident expert on the Boy in Wallingford, Vt., said a sculptor who visited the small town said he thought the statue was made in Italy because the curves reminded him of Italian sculpture.

Towsley discounted another theory that the statue originated in Germany, although seven were shipped to the U.S. from that country more than 100 years ago, and the statues are made of a white pewter

metal native to Germany.

"I have received letters from Germany," she said "saying it is not of German origin."

Wallingford's Boy was placed on the side of the town's Main Street in 1898 to honor one of the town's civil war veterans. The trough surrounding the statue was used to water horses.

The inscription on the trough reads, "Erected to the memory of Arnold Hill, by his children, April 3rd, 1898."

In 1927 the statue and trough were moved to their present location on the lawn of what is now the English Learning Center.

Towsley, who lives in a 200-year-old house on Main Street, said the statue was moved to "make room for the Model Ts."

The Wallingford Boy, unlike Wausau's, is painted. The Boy's blouse is red, his trousers and cap are blue and the leaking boot is brown.

But like Wausau's Boy, Wallingford's Boy has also been vandalized. The most recent and damaging incident occurred on Halloween night in 1974 when the statue was hit by a car and knocked from its base.

Several pieces of the statue were broken off in the incident.

Since that time, Towsley said, the townspeople have taken it upon themselves to look out for the statue's well-being.

The Wallingford Boy is further protected by being put in storage each winter.

Another mystery concerns whom the statue was patterned after.

The more accepted version involves a drummer boy in the Civil War, who was looking after the wounded on the battlefield.

When the soldiers cried for water, the lad, lacking a utensil, filled his boot from a nearby stream. Holding his thumb in the torn part of his boot to keep the water from leaking out, he was able to quench the soldiers' thirst.

The story, however, has never been substantiated.

Part of the interest in the Boy remains because of the mystery associated with the statue. The questions will probably never be answered. But, when you think about it, wouldn't it take something away from the aura surrounding the Boy if they were?



Wausau's Boy (right) with upside-down boot, and Wallingford's Boy (above) with right-side-up boot.



Statue finds new home

Orphaned 'Boy' will greet shoppers

By BRIAN LEAF
Herald Staff

He may be destined to become Wausau's most famous orphan, if he isn't already.

For three years, he's been waiting for the great unveiling, gathering dust in a back room of the Marathon County Park Department.

Finally, "The Boy with the Leaking Boot" is out of the closet. He's into the mall.

The Boy is among an elite group of statues. He is one of only 25 known Boys around the globe.

His brothers stand in Italy, England, Sweden, and in Toronto and Winnipeg, Canada.

In the United States, they stand in places like Wallingford, Vt.; Fresno, Calif.; Hershey, Penn.; El Dorado, Kan.; and Stevens Point, to name a few.

See picture on Page 20.

But no one can lay exclusive claim to the Boy as his city's native son.

No one is sure where the Boy is from.

Wausau's Boy came home in 1923 or 1924, said Maryanne Norton, librarian for the Marathon County Historical Society.

The first reference she found about the statue came from minutes of a city park board meeting in 1925.

His home turf in Wausau for many years was Hammond Park, at the corner of Grand Avenue and Thomas Street. He stood in the park, holding his boot sole down, leaking at the toe.

But like most boys, this Boy has taken a few good lickings from bullies over the years.

In the 1940s, the Boy was vandalized twice. That prompted a repair job. When finished, the Boy was holding the boot upside down.

In 1980, the Boy was knocked off its base in the park by vandals. Park Department officials decided not to put the Boy back in the park. Instead, a statue-fountain called "Willie's Dilemma" was put in his place.

The Kiwanis Club wanted to repair the Boy and put him back in the park to let the vandals know that the public wasn't going to be intimidated by destructive acts.

But the idea was scrapped when officials learned the Boy was one of only 25 such statues in the world.

After the damage in 1980, the Boy was restored to his original pose, holding the boot by the top with water leaking from the toe.

Several groups worked to move the Boy to the mall. They included the Wausau Area Chamber of Commerce, the beautification committee, the Marathon County Historical Society, the park department, and the Kiwanis Club, which donated \$1,500 to the project. A local foundation, which wished to remain anonymous, also donated money.

Next to the Boy is a plaque that reads: "The Boy with the Leaking Boot, donated to the people of Wausau by Sue Hammond Rea in 1925, placed in the Wausau Center by the Kiwanis Club of Wausau and the Wausau (Marathon County) Park Department, Aug. 3, 1983."

So now the Boy has become a fixture in a place where he will be protected from the bullies of his past.

Maybe there are more famous orphans in the city. But at the very least, the Boy will be Wausau's most visible orphan, greeting shoppers as they pass an irregular-shaped pool hedged with shrubs near the entrance to Prange's in the Wausau Center.



RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Approving Developer's Agreement with Green Tree Construction, Inc. for Green Tree Meadows Subdivision.

Committee Action: Approved 5-0

Fiscal Impact: \$29,800 in booster station, lift station fees to be paid to City when parcels are sold or when a building permit is issued. Parkland dedication fees in the amount of \$59,600 are due in full prior to the recording of a final plat or certified survey map.

File Number: 24-1215

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on December 10, 2024, Common Council approved the final plat of Green Tree Meadows, which is located west of North 72nd Avenue and north of Sarissa Drive; and

WHEREAS, WMC 21.12.060 requires a developer agreement to be executed between the developer and City before the final plat, as approved by the Common Council, is signed by the mayor; and

WHEREAS, on November 14, 2024, your Infrastructure and Facilities Committee discussed and recommended approval of the Developer's Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the attached Developer's Agreement with Green Tree Construction, Inc. for Green Tree Meadows and authorizes the proper City officials to execute the Developer's Agreement.

Approved:

Doug Diny, Mayor

AGREEMENT

Document No.

Document Title

AGREEMENT BETWEEN THE CITY OF WAUSAU, THE WAUSAU WATER WORKS, AND GREEN TREE CONSTRUCTION, INC.

THIS AGREEMENT made this _____ day of _____, 2024, by and between the City of Wausau, hereinafter referred to as "CITY," the Wausau Water Works, hereinafter referred to as "UTILITY," and Green Tree Construction, Inc., hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns land within the city limits of the City of Wausau, which land OWNER wishes to develop into a real estate subdivision, hereinafter referred to as Green Tree Meadows; and

WHEREAS, the development will necessitate the installation of water main, sanitary sewer main, storm sewer, storm water facilities, and streets; and

WHEREAS, CITY is in agreement with the development provided that OWNER agrees to certain provisions with regard to construction of and/or payment for some of the aforementioned facilities; and

WHEREAS, the purpose of this document is to codify into a development agreement exactly what OWNER agrees to do and what CITY/UTILITY agrees to do.

NOW, THEREFORE, the parties hereto agree as follows:

1. Attached hereto and incorporated herein by reference and made a part of this agreement is a copy of the Green Tree Meadows plat. Also attached to this agreement is the Overall Site-Phase Plan: which is also part of this agreement.
2. Design, OWNER shall be responsible for field survey and design of all infrastructure including but not limited to sanitary sewer, watermain, storm sewer, stormwater management facilities, curb, gutter and pavement. The OWNER shall not start any construction until final plans have been approved by the CITY and all permits have been obtained from the WDNR for sanitary sewer and water main extensions.
3. Inspection Services/Construction Staking. CITY shall provide construction inspection services for sanitary sewer main, water main, curb, gutter and pavement, sidewalk and storm sewer, and storm water management facilities. The CITY will not bill the OWNER for these services. The OWNER will hire an Engineer/Surveyor to do the construction staking in accordance with the approved plans. The OWNER shall be responsible for all costs associated with construction staking.
4. Construction Materials Testing. Owner shall be responsible for construction testing, this testing shall include but not be limited to subgrade density testing, base course density testing, concrete testing, asphalt density testing. The engineering testing firm shall be approved by the City. The City's construction inspector shall direct the appropriate construction materials testing. All testing results shall be reported to the City. All costs associated with this testing shall be paid by the OWNER.
5. Sanitary Sewer. Owner shall install, at its sole expense, all sanitary sewer mains and sanitary laterals as shown on the approved design plans to serve the development. Once installation is complete and sanitary sewer is approved by the

Recording Area

Name and Return Address

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

City, Utility shall assume ownership and maintenance responsibility of the sanitary sewer main. The sanitary sewer laterals shall remain owned and maintained by the owners of the lots.

All lots shall be provided with sewer lift station services. Each lot will be charged a one-time \$200 lift station fee as shown in Addendum A. Lift station fees can be paid at signing of this agreement or upon transfer of title or issuance of building permit.

6. Water Main. Owner shall install, at its sole expense, all water main and water main laterals as shown on the approved design plans for this development. Once installation is complete and water main is approved by the City, Utility shall assume ownership and maintenance responsibility of the water main. The Utility shall own the water service up to the curb stop, the owner of the lots shall own the water service from the curb stop to the home.
7. Stormwater Facilities. OWNER shall supply and install storm sewer pipe, inlets, ditches and detention facilities and appurtenances as shown on the engineering plans and as approved by the CITY. The City will own and maintain the storm water system after final acceptance by the City. The owner shall be responsible for maintenance of the storm water facilities until final acceptance by the City.
8. Easements. OWNER shall dedicate or cause to be dedicated all easements required to construct all utilities needed to serve the development prior to the signing of the final plat.
9. Permits. OWNER shall obtain all permits required by CITY, Department of Natural Resources, Army Corp of Engineers, or any other governmental agency prior to performing any work.
10. Parkland Fees. OWNER agrees to pay \$400 per lot, as and for a parkland dedication fee for the Green Tree Meadows Plat. The parkland dedication fee shall be made in a lump sum prior to the recording of a final plat or certified survey map. As an alternative, the developer may pay 50 percent of the total amount and file an agreement and performance bond, with a two-year limit for the unpaid balance, with the City Clerk. See WMC 21.16.085(b)(7).
11. Street Lighting. Owner shall install street lighting in accordance with the attached Street lighting location map. The street lights shall be at a minimum, standard WPS installed street lights. The developer shall be responsible for all costs associated with the installation of the street lights. The City shall be responsible for all future usage charges from WPS.
12. Street Improvements. OWNER shall install base course, curb and gutter, permanent asphalt street surface, sidewalk, and temporary cul-de-sac in accordance with the plans and specifications as approved by the CITY. OWNER shall install 6-inch thick concrete drive approaches to lots with established driveways at time of curb and gutter installation. Owner shall have final asphalt layer in place on Phase 1A by November 1, 2025. Phase I shall have final asphalt layer by November 1, 2026.

The owner agrees to the following phasing plan for construction, in accordance with the attached Overall Site-Phasing plan. The street improvements for Phase 1 and Phase 1A can be under construction at the same time. The street improvements for Phase 2 and Phase 3 must be completed prior to any lots being developed in Phases 4, 5 and 6.

13. Tree Preservation and Tree Planting. OWNER shall be responsible for following the guidelines established in the City of Wausau's Tree Planting and Preservation Manual for all tree protection and tree planting. CITY will provide inspection of tree protection and tree plantings. CITY must approve tree removal prior to the removal of any trees. OWNER is responsible for tree replacement at 1" caliper to 1" dbh for any heritage tree identified as saving that are approved for removal. Replacement trees must be nursery stock of 1 ½" to 2" caliper, must be planted within the city right-of-ways and OWNER is to warranty trees for two years. Planting plan and species to be approved by the CITY prior to planting.

14. Waiver of Notice. OWNER, for itself, its successors and assigns, waives any notice and statutory procedures required under Chapter 66 of the Wisconsin Statutes and/or any successor statute, and under CITY ordinances, and any other requirements under the law regarding special assessments and/or impact fees, and OWNER, for itself, its successors and assigns, agrees that the fees established by CITY and as outlined in this agreement shall be placed as a lien on each individual lot, without notice and without further action.

SIGNATURES FOLLOW ON NEXT PAGE

CITY OF WAUSAU

Green Tree Construction, Inc.

BY _____
Doug Diny, Mayor

BY _____

BY _____
Kaitlyn A. Bernarde, Clerk

BY _____

WAUSAU WATER WORKS

BY _____
Doug Diny, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Doug Diny, Mayor, and Kaitlyn Bernarde, City 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: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2024, the above named Doug Diny, President of the Wausau Water Works, to me known to be the person 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 _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by the Engineering Department for the City of Wausau, 407 Grant Street, Wausau, WI 54403-4783.

Curve Table							
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End	
C1	70.00'	91.20'	74°38'54"	N51°48'20"E 84.89'	N14°28'53"E	N89°07'47"E	
C2	970.00'	135.45'	8°00'02"	S86°42'39"E 135.34'	N89°17'20"E	S82°42'38"E	
LOT 3	970.00'	105.80'	6°14'58"	S87°35'11"E 105.75'			
LOT 4	970.00'	29.65'	1°45'04"	S83°35'10"E 29.64'			
C5	530.00'	74.01'	8°00'02"	S86°42'39"E 73.95'	S82°42'38"E	N89°17'20"E	
C6	70.00'	110.16'	90°10'10"	S45°37'35"E 99.14'	N89°17'20"E	S0°32'30"E	
C7	25.00'	39.22'	89°53'46"	S44°21'29"W 35.32'	S0°43'11"E	S89°10'34"W	
C8	25.00'	44.12'	101°06'50"	N40°16'03"W 38.61'	S89°10'32"W	N10°17'22"E	
C9	970.00'	81.15'	4°47'36"	N12°41'10"E 81.13'	N10°17'22"E	N15°04'58"E	
C10	25.00'	35.19'	80°38'58"	N48°51'03"E 32.36'	N8°31'34"E	N89°10'32"E	
C11	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E	
C12	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W	
C13	25.00'	39.81'	91°14'30"	N45°12'13"W 35.74'	S89°10'32"W	N0°25'02"E	
C14	470.00'	66.52'	8°06'32"	N4°28'18"E 66.46'	N0°25'02"E	N8°31'34"E	
C15	25.00'	33.90'	77°41'31"	N50°19'47"E 31.36'	N11°29'01"E	N89°10'32"E	
C16	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E	
C17	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W	
C18	25.00'	43.60'	99°55'56"	N40°51'30"W 38.28'	S89°10'32"W	N9°06'28"E	
C19	970.00'	56.54'	3°20'23"	N10°46'40"E 56.53'	N9°06'28"E	N12°26'51"E	
C20	54.00'	26.24'	27°50'45"	S13°05'55"W 25.99'	S27°01'18"W	S0°49'28"E	
C21	80.00'	38.88'	27°50'45"	S13°05'55"W 38.50'	S0°49'28"E	S27°01'18"W	
C22	180.00'	41.00'	13°03'03"	S82°39'01"W 40.91'	S76°07'29"W	S89°10'32"W	
C23	100.00'	22.78'	13°03'03"	N82°39'01"E 22.73'	N76°07'29"E	N89°10'32"E	
LOT 48	100.00'	19.46'	11°08'57"	S81°41'58"W 19.43'			
LOT 49	100.00'	3.32'	1°54'06"	S88°13'29"W 3.32'			
C26	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	S0°27'33"E	N89°10'32"E	
C27	130.00'	204.77'	90°15'07"	S45°35'07"E 184.25'	N89°17'20"E	S0°27'33"E	
LOT 72	130.00'	28.03'	12°21'07"	S6°38'07"E 27.97'			
LOT 73	130.00'	74.94'	33°01'48"	S29°19'35"E 73.91'			
LOT 74	130.00'	74.94'	33°01'48"	S62°21'23"E 73.91'			
LOT 75	130.00'	26.86'	11°50'23"	S84°47'29"E 26.82'			
C32	470.00'	65.63'	8°00'02"	S86°42'39"E 65.58'	S82°42'38"E	N89°17'20"E	
LOT 75	470.00'	7.63'	0°55'49"	N89°45'15"E 7.63'			
LOT 76	470.00'	58.00'	7°04'13"	S86°14'44"E 57.96'			
C35	1030.00'	143.83'	8°00'02"	S86°42'39"E 143.71'	N89°17'20"E	S82°42'38"E	
LOT 76	1030.00'	27.39'	1°31'24"	S83°28'20"E 27.39'			
LOT 77	1030.00'	90.25'	5°01'12"	S86°44'38"E 90.22'			
LOT 78	1030.00'	26.19'	1°27'25"	S89°58'57"E 26.19'			
C39	130.00'	169.73'	74°48'26"	N51°53'07"E 157.93'	N14°28'54"E	N89°17'20"E	
LOT 80	130.00'	21.39'	9°25'35"	N84°34'33"E 21.36'			
LOT 81	130.00'	75.40'	33°13'52"	N63°14'49"E 74.35'			
LOT 82	130.00'	72.95'	32°08'59"	N30°33'23"E 71.99'			
C43	1030.00'	117.87'	6°33'25"	N11°48'16"E 117.81'	N8°31'34"E	N15°04'58"E	
LOT 84	1030.00'	39.83'	2°12'57"	N13°58'30"E 39.83'			
LOT 85	1030.00'	78.04'	4°20'28"	N10°41'47"E 78.02'			
C46	530.00'	75.01'	8°06'32"	N42°18'18"E 74.95'	N0°25'02"E	N8°31'34"E	
LOT 88	530.00'	33.17'	3°35'08"	N6°44'00"E 33.16'			
LOT 89	530.00'	41.84'	4°31'24"	N2°40'44"E 41.83'			
C49	470.00'	98.69'	12°01'49"	N6°25'56"E 98.50'	N12°26'51"E	N0°25'02"E	
LOT 89	470.00'	6.44'	0°47'06"	N0°48'35"E 6.44'			
LOT 90	470.00'	80.54'	9°49'04"	N6°06'40"E 80.44'			
LOT 91	470.00'	11.71'	1°25'39"	N11°44'02"E 11.71'			
C53	1161.18'	79.48'	3°55'18"	N10°22'26"E 79.46'	N8°24'48"E	N12°20'05"E	
C54	25.00'	34.56'	79°12'10"	N49°05'23"E 31.87'	N88°41'28"E	N9°29'18"E	
C55	160.00'	35.09'	12°33'55"	N82°24'25"E 35.02'	N76°07'28"E	N88°41'22"E	
C56	120.00'	27.33'	13°03'03"	N82°39'01"E 27.27'	N89°10'32"E	N76°07'29"E	
C57	70.00'	79.37'	64°58'09"	S58°20'23"E 75.19'	S25°51'19"E	N89°10'32"E	
C58	100.00'	117.05'	6°03'56"	S74°03'39"W 110.48'	S41°12'37"W	S25°51'19"E	
LOT 95	100.00'	27.94'	16°00'23"	S17°51'07"E 27.85'			
LOT 96	100.00'	89.12'	51°03'33"	S15°40'51"W 86.20'			
C61	160.00'	114.72'	41°04'56"	S20°40'09"W 112.28'	S0°07'41"W	S41°12'37"W	
LOT 97	160.00'	76.69'	27°27'47"	S27°28'44"W 75.96'			
LOT 98	160.00'	38.03'	13°37'09"	S6°56'16"W 37.94'			
C64	360.00'	214.49'	34°08'16"	S16°56'27"E 211.34'	S34°00'35"E	S0°07'41"W	
LOT 99	360.00'	55.27'	8°47'48"	S4°16'13"E 55.22'			
LOT 100	360.00'	82.37'	13°08'34"	S19°13'24"E 82.19'			
LOT 101	360.00'	76.85'	12°13'54"	S27°53'38"E 76.71'			
C68	470.00'	123.73'	15°05'00"	S26°28'05"E 123.37'	S18°55'36"E	S34°00'35"E	
LOT 101	470.00'	5.51'	0°40'20"	S33°40'25"E 5.51'			
LOT 102	470.00'	82.37'	10°02'30"	S28°19'00"E 82.27'			
C71	80.00'	96.49'	69°08'19"	S58°09'30"E 90.75'	N89°17'20"E	S21°36'21"E	
LOT 105	80.00'	26.49'	18°58'23"	S31°05'32"E 26.37'			
LOT 106	80.00'	70.00'	50°07'56"	S65°38'42"E 67.79'			
C74	20.00'	24.12'	69°06'19"	S56°09'30"E 22.69'	N89°17'20"E	S21°36'21"E	
C75	130.00'	70.48'	31°03'52"	S55°32'29"W 69.62'	S71°04'24"W	S40°00'33"W	
C76	60.00'	94.24'	88°59'30"	S55°00'48"W 84.85'	N79°59'27"W	S10°01'03"W	
C77	60.00'	62.84'	60°00'30"	S19°59'12"E 60.01'	S10°01'03"W	S49°59'27"E	
C78	60.00'	61.16'	58°24'15"	S79°11'35"E 58.55'	S49°59'27"E	N71°36'18"E	
C79	60.00'	95.82'	91°35'45"	N25°48'25"E 86.03'	N71°36'18"E	N19°59'27"W	
C80	70.00'	37.95'	31°03'52"	S55°32'29"W 37.49'	S71°04'24"W	S40°00'33"W	
C81	530.00'	109.51'	11°50'18"	S28°05'26"E 109.31'	S22°10'17"E	S34°00'35"E	

Curve Table							
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End	
C82	300.00'	178.75'	34°08'16"	S16°56'27"E 176.11'	S34°00'35"E	S0°07'41"W	
LOT 127	300.00'	28.96'	5°31'52"	S31°14'39"E 28.95'			
LOT 128	300.00'	149.78'	28°36'25"	S14°10'31"E 148.23'			
C85	100.00'	71.70'	41°04'56"	S20°40'09"W 70.18'	S0°07'41"W	S41°12'37"W	
C86	160.00'	187.28'	67°03'56"	S74°03'39"W 176.77'	S41°12'37"W	S25°51'19"E	
LOT 130	160.00'	70.64'	25°17'46"	S28°33'44"W 70.07'			
LOT 131	160.00'	93.38'	33°26'17"	S0°48'17"E 92.06'			
LOT 146	160.00'	23.27'	8°19'53"	S21°41'22"E 23.25'			
C90	160.00'	95.62'	34°14'32"	S33°16'00"E 94.21'	S50°23'16"E	S16°08'44"E	
LOT 133	160.00'	65.75'	23°32'41"	N27°55'05"W 65.29'			
LOT 134	160.00'	29.87'	10°41'51"	N45°02'21"W 29.83'			
C93	160.00'	110.70'	39°38'33"	S70°12'33"E 108.51'	N89°58'10"E	S50°23'16"E	
LOT 135	160.00'	83.06'	29°44'34"	N65°15'33"W 82.13'			
LOT 136	160.00'	27.65'	9°54'00"	N85°04'50"W 27.61'			
C96	100.00'	69.19'	39°38'33"	S70°12'33"E 1191.53'	N89°58'10"E	S50°23'16"E	
C97	100.00'	59.76'	34°14'32"	S33°16'00"E 58.88'	S50°23'16"E	S16°08'44"E	
C98	25.00'	21.68'	49°40'47"	S8°41'40"W 21.00'	S16°08'44"E	S33°32'03"W	
C99	60.00'	40.69'	38°51'09"	S14°06'29"W 39.91'	S33°32'03"W	S5°19'06"E	
C100	60.00'	68.69'	65°35'40"	S38°06'55"E 65.00'	S5°19'06"E	S70°54'45"E	
C101	60.00'	68.69'	65°35'40"	N76°17'25"E 65.00'	S70°54'45"E	N43°29'35"E	
C102	60.00'	68.69'	65°35'40"	N10°41'45"E 65.00'	N43°29'35"E	N22°06'04"W	
C103	60.00'	45.79'	43°43'27"	N43°57'48"W 44.68'	N22°06'04"W	N65°49'31"W	
C104	25.00'	21.68'	49°40'47"	N40°59'08"W 21.00'	N65°49'31"W	N16°08'44"W	
C105	130.00'	147.41'	64°58'09"	S58°20'23"E 139.64'	S25°51'19"E	N89°10'32"E	
LOT 147	130.00'	75.77'	33°23'37"	S42°33'07"E 74.70'			
LOT 148	130.00'	71.64'	31°34'33"	S75°02'12"E 70.74'			
C108	20.00'	9.72'	27°50'45"	S13°05'55"W 9.62'	S0°49'28"E	S27°01'18"W	
C109	114.00'	55.40'	27°50'45"	S13°05'55"W 54.86'	S27°01'18"W	S0°49'28"E	

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY, THAT I HAVE SURVEYED, MAPPED AND DIVIDED THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF CERTIFIED SURVEY MAP NUMBER 1941 AND ALL LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 AS DOCUMENT NUMBER 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN AND THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE N 89°17'20" E ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 33.00 FEET TO THE EAST LINE OF 72ND AVENUE AND TO THE POINT OF BEGINNING; THENCE S 0°01'56" E ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°25'55" E ALONG THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2844 565.26 FEET; THENCE N 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W ALONG THE NORTH LINE OF SAID LOT 1 264.00 FEET; THENCE S 0°01'58" E ALONG THE WEST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W 301.26 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°17'20" E ALONG THE EAST – WEST 1/4 LINE 2541.19 FEET; THENCE S 0°27'33" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1316.26 FEET; THENCE S 89°10'32" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1308.35 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 677.39 FEET; THENCE S 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 418.11 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF SAID LOT 1 565.27 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 1734.70 FEET TO THE POINT OF BEGINNING, SUBJECT TO ALL EASEMENTS RESTRICTIONS AND RIGHTS OF WAYS OF RECORD OR USAGE. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT AT THE DIRECTION OF THOMAS JOSEPH UMLAUF OF GREEN TREE CONSTRUCTION IC., OWNER OF THE LANDS. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

TIMOTHY G. VREELAND P.L.S. 2291 DATED THIS 3RD DAY OF SEPTEMBER, 2024
SURVEY PERFORMED SEPTEMBER 18TH, 2024

COMMON COUNCIL RESOLUTION

RESOLVED THAT THE PLAT OF GREEN TREE MEADOWS, A PLAT IN THE CITY OF WAUSAU, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU. GREEN TREE CONSTRUCTION INC., THOMAS JOSEPH UMLAUF, OWNER OF THE LANDS.

DATE APPROVED _____ MAYOR KATIE ROSENBERG

DATE SIGNED _____ MAYOR KATIE ROSENBERG

CITY CLERK,

I, KAITLYN BERNARDE, CLERK OF THE CITY OF WAUSAU, DO HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

KAITLYN BERNARDE

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

REGISTER OF DEEDS
MARATHON COUNTY, WI

RECEIVED FOR RECORD THIS _____
DAY OF _____ A.D. 20____
AT _____ O'CLOCK _____ M. IN PLAT
CABINET NO. _____ ON PAGE _____

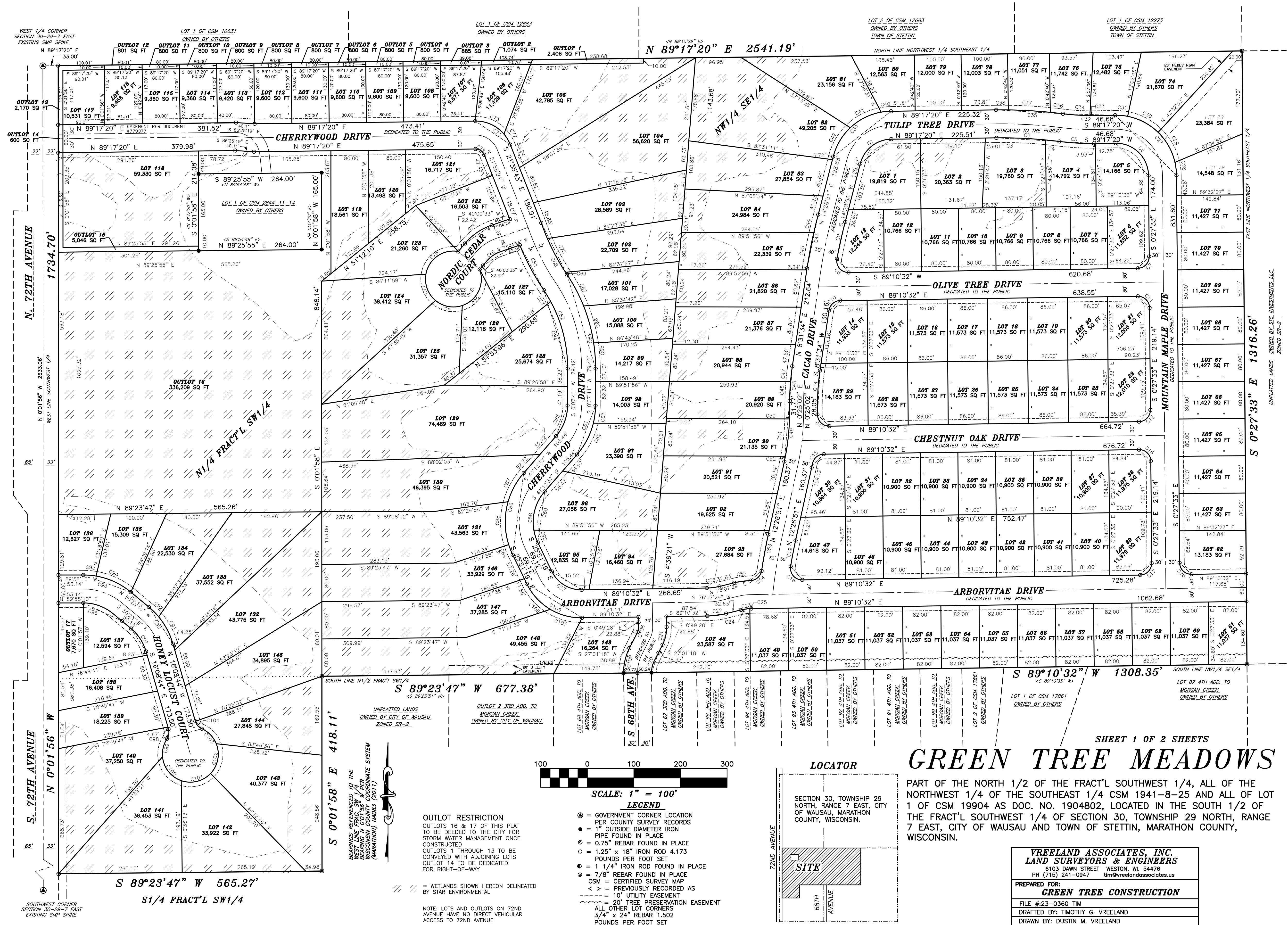
DOCUMENT NO. _____

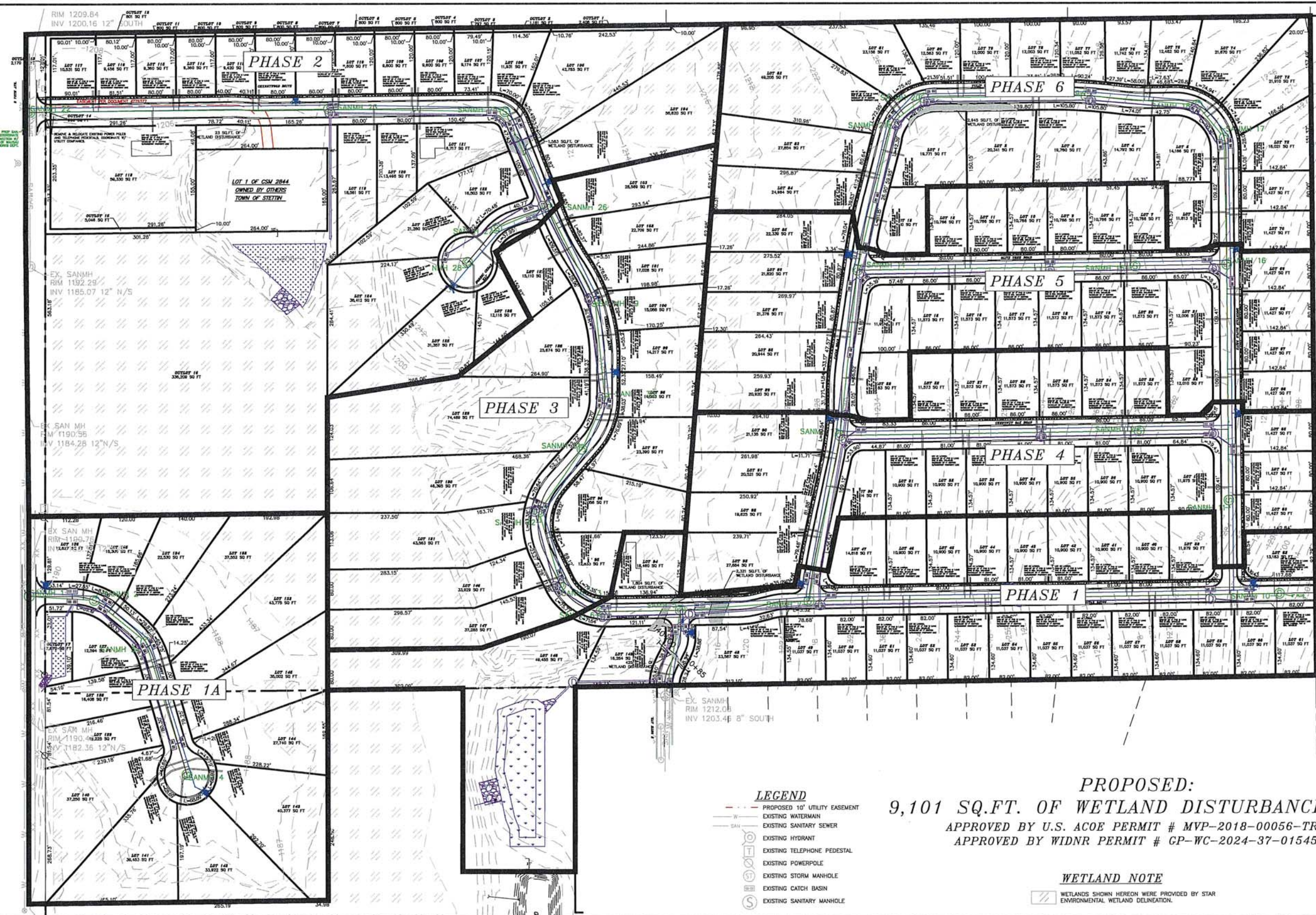
REGISTRAR

GREEN TREE MEADOWS

PART OF THE NORTH 1/2 OF THE FRACT'L SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 CSM 1941–8–25 AND ALL OF LOT 1 OF CSM 19904 AS DOC. NO. 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACT'L SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU AND TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

<i>VREELAND ASSOCIATES, INC.</i> <i>LAND SURVEYORS & ENGINEERS</i>





BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

SCALE NOTE:
IF YOU ARE VIEWING THESE PLANS IN AN
11"x17" SIZE THEY MAY BE HALF SCALE
FROM THE ORIGINAL 22"x34" SIZE DRAWING
AND THE DRAWING SCALE IS HALF OF THAT
STATED. CHECK SCALE.

STAMP/SIGNATURE:

REVISIONS		
BY	DATE	DESCRIPTION

TITLE PAGE:
OVERALL SITE - PHASE PLAN

PROJECT: **GREEN TREE MEADOWS**

LOCATION: **CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN**



**VREELAND ASSOCIATES LAND
SURVEYORS & ENGINEERS**
6103 DAWN STREET WESTON, WI. 54476
PHONE NO.: (715) 241-0947
EMAIL: dustin@vreelandassociates.us
WEBSITE: www.vreelandlandsurveying.com
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- LEGEND**
- PROPOSED 10' UTILITY EASEMENT
 - EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING HYDRANT
 - EXISTING TELEPHONE PEDESTAL
 - EXISTING POWERPOLE
 - EXISTING STORM MANHOLE
 - EXISTING CATCH BASIN
 - EXISTING SANITARY MANHOLE

PROPOSED:
9,101 SQ.FT. OF WETLAND DISTURBANCE/FILL
APPROVED BY U.S. ACOE PERMIT # MVP-2018-00056-TRS
APPROVED BY WIDNR PERMIT # GP-WC-2024-37-01545

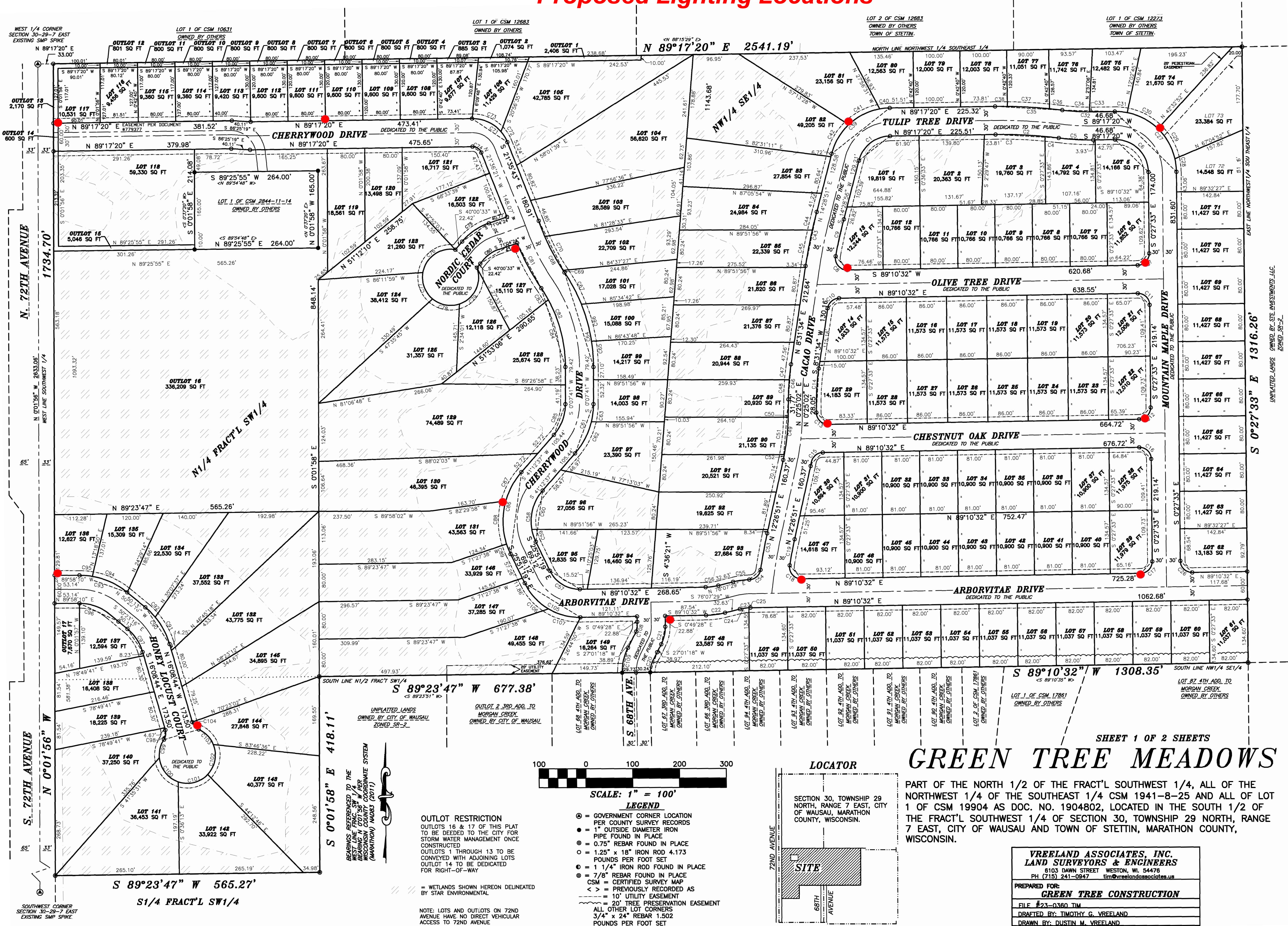
WETLAND NOTE
WETLANDS SHOWN HEREON WERE PROVIDED BY STAR
ENVIRONMENTAL WETLAND DELINEATION.

PREPARED FOR:
GREEN TREE CONSTRUCTION

PLAN DATE:
JUNE 25TH, 2024

DESIGNER: DUSTIN VREELAND
SURVEYED BY: CB & TV
FILE NO.: 23-0360 ENGINEERING
DATE: SEPTEMBER 20TH, 2023
SCALE:
1" = 100'
SHEET
C4

Proposed Lighting Locations



INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on Development Agreement with Green Tree Construction, Inc. for Green Tree Meadows Subdivision

According to the agreement, the developer does the design and the City will do inspections. The developer has reviewed the agreement and is in general agreement with it. There may be some tweaking of the agreement before it goes to Council. Dustin Vreeland appeared for the developer and indicated they are very happy with the agreement and are pleased with how much the City is willing to help make this subdivision work.

Neal moved to approve. Seconded by Larson and the motion passed 5-0.

Agenda Item No.

7

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024***

AGENDA ITEM

Discussion and possible action on Development Agreement with Green Tree Construction, Inc., for Green Tree Meadows Subdivision

BACKGROUND

Staff has worked with Green Tree Construction Inc. and Vreeland Associates to write a development agreement for the final plat of Green Tree Meadows. The developers agreement is attached.

The City Attorney's office is currently reviewing this development agreement. If revisions are proposed, the packet will be updated.

FISCAL IMPACT

Growth in tax base with the new subdivision.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762

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

**JOINT RESOLUTION OF THE INFRASTRUCTURE & FACILITIES
COMMITTEE AND PLAN COMMISSION**

Approving Final Plat – Green Tree Meadows.

Committee Action: I&F 5-0

Plan Commission: 6-0

Fiscal Impact: The lots and future houses will add value to the City of Wausau tax base. The developer is responsible for installation costs of any needed infrastructure.

File Number: 24-1216

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 14, 2024, your Infrastructure and Facilities Committee and on November 26, 2024, your Plan Commission reviewed the final plat of Green Tree Meadows, located west of North 72nd Avenue and north of Sarissa Drive, in the City of Wausau; and

WHEREAS, this final plat, encompassing one hundred forty-nine (149) lots and seventeen (17) outlots, conforms with the general layout of the preliminary plat approved by the Common Council on March 12, 2024, and the revised preliminary plat approved by the Common Council on June 11, 2024; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the final plat of Green Tree Meadows is hereby approved contingent upon the execution of a developer agreement.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: November 14, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Diny, Eric Lindman, Allen Wesolowski, Jillian Kurtzhals, James Henderson, Anne Jacobson, Dustin Kraege, Vicki Tierney, Lori Wunsch

Discussion and possible action on Final Plat for Green Tree Meadows

Staff has worked with the developer and Vreeland and Associates. The plat has gone through Parks, Inspections, the City Attorney, and the City Surveyor. All departments have worked to develop the plat and we are comfortable moving ahead.

Vicki Tierney, Aldermanic District 9, has gotten questions from residents of the Morgan Creek Subdivision, which abuts the proposed subdivision. The wetland area is a concern and what will happen as the area gets developed. Looking at the plat, some lots have limited buildable space because of wetlands. Some Morgan Creek residents are using 2 sump pumps to keep their basements dry and they are worried about water coming over to their side. Wesolowski said the developer has minimized wetland disturbance and believes they are under 10,000 square feet of wetland disturbance. As far as constructability, that will be up to the builders. They will have to stay out of the wetlands. Once roads are built, the water will be directed to the stormwater detention facilities.

Tierney said that while they are under construction, water will be an issue. Even in dry weather, it is wet. During the process of construction, they will disturb some of that water. There is no way to avoid it with the type of water table. She feels the residents' concerns are justified. They are using sump pumps now and are worried about additional water during the construction process.

Wesolowski said there are no wetlands delineated on the lots that abut Morgan Creek. With building any home they have to use construction erosion control and the Inspection Department will monitor this. The main area of wetlands is near 72nd Avenue. Almost every lot has some wetland area, except the lots along Arborvitae Drive. He noted that along Arborvitae Drive there is a tree preservation easement where they cannot cut the trees on the back 10' of the lot to keep a tree barrier between the new homes and the existing homes.

Tierney indicated that the Morgan Creek neighborhood has a lot of families. Road traffic is a concern. The residents are asking if there could be a stop sign placed at 68th Avenue and Sarissa Drive. There are already people going over the speed limit. With another subdivision, it will be a bigger issue. She asked if a stop sign could be considered to try to keep the traffic under control. Wesolowski will look into stop signs after the development goes in. He noted there is a second way out of the subdivision by using Cherrywood Drive to 72nd Ave. The developer plans to build Honey Locust Court first, which exits onto 72nd Ave. The second phase will be the lots along Arborvitae Drive. Before they get into Chestnut Oak Drive, Olive Tree Drive, or Tulip Drive, they have to construct Cherrywood Drive to 72nd Avenue. They are trying to avoid having all that traffic on 68th Ave.

Tierney knows that is a hope but the chances of that happening are not fantastic. When talking about another 300 homes in the area, she does not feel a stop sign is a big ask. Wesolowski will evaluate stop sign based on criteria and the amount of traffic. Stop signs are used to control the intersection, but not used for speed control. Stop signs are typically placed on the street with less traffic. Discussion followed.

Tierney would like to see a town hall meeting as the residents want questions answered. This is a big change and she would like the residents to have the opportunity to ask questions now that the plat is finalized. She feels having a town hall meeting is a reasonable ask. Henke recommended getting in contact with the developer and said Engineering could help with getting mailers out. Wesolowski indicated the plat is online and he is happy to talk to people about it. Tierney feels answering questions in a group setting would be advantageous as everyone hears the same thing at the same time. The committee agreed by consensus to have Tierney and Wesolowski work with the developer on scheduling a meeting.

Henke asked if Arborvitae Drive would dead end for now. Wesolowski confirmed but it could eventually connect to another subdivision.

Martens moved to approve the Final Plat for Green Tree Meadows. Larson seconded and the motion passed 5-0.

Agenda Item No.

6

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – November 14, 2024***

AGENDA ITEM

Discussion and possible action on Final Plat for Green Tree Meadows

BACKGROUND

Green Tree Construction and Vreeland Associates has submitted the final plat for Green Tree Meadows. Staff has reviewed the plat; several minor adjustments have been made due to staff review.

The final plat is attached.

FISCAL IMPACT

Growth in tax base with the new subdivision.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762

Curve Table							
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End	
C1	70.00'	91.20'	74°38'54"	N51°48'20"E 84.89'	N14°28'53"E	N89°07'47"E	
C2	970.00'	135.45'	8°00'02"	S86°42'39"E 135.34'	N89°17'20"E	S82°42'38"E	
LOT 3	970.00'	105.80'	6°14'58"	S87°35'11"E 105.75'			
LOT 4	970.00'	29.65'	1°45'04"	S83°35'10"E 29.64'			
C5	530.00'	74.01'	8°00'02"	S86°42'39"E 73.95'	S82°42'38"E	N89°17'20"E	
C6	70.00'	110.16'	90°10'10"	S45°37'35"E 99.14'	N89°17'20"E	S0°32'30"E	
C7	25.00'	39.22'	89°53'46"	S44°21'29"W 35.32'	S0°43'11"E	S89°10'34"W	
C8	25.00'	44.12'	101°06'50"	N40°16'03"W 38.61'	S89°10'32"W	N10°17'22"E	
C9	970.00'	81.15'	4°47'36"	N12°41'10"E 81.13'	N10°17'22"E	N15°04'58"E	
C10	25.00'	35.19'	80°38'58"	N48°51'03"E 32.36'	N8°31'34"E	N89°10'32"E	
C11	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E	
C12	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W	
C13	25.00'	39.81'	91°14'30"	N45°12'13"W 35.74'	S89°10'32"W	N0°25'02"E	
C14	470.00'	66.52'	8°06'32"	N4°28'18"E 66.46'	N0°25'02"E	N8°31'34"E	
C15	25.00'	33.90'	77°41'31"	N50°19'47"E 31.36'	N11°29'01"E	N89°10'32"E	
C16	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	N89°10'32"E	S0°27'33"E	
C17	25.00'	39.11'	89°38'05"	S44°21'29"W 35.24'	S0°27'33"E	S89°10'32"W	
C18	25.00'	43.60'	99°55'56"	N40°51'30"W 38.28'	S89°10'32"W	N9°06'28"E	
C19	970.00'	56.54'	3°20'23"	N10°46'40"E 56.53'	N9°06'28"E	N12°26'51"E	
C20	54.00'	26.24'	27°50'45"	S13°05'55"W 25.99'	S27°01'18"W	S0°49'28"E	
C21	80.00'	38.88'	27°50'45"	S13°05'55"W 38.50'	S0°49'28"E	S27°01'18"W	
C22	180.00'	41.00'	13°03'03"	S82°39'01"W 40.91'	S76°07'29"W	S89°10'32"W	
C23	100.00'	22.78'	13°03'03"	N82°39'01"E 22.73'	N76°07'29"E	N89°10'32"E	
LOT 48	100.00'	19.46'	11°08'57"	S81°41'58"W 19.43'			
LOT 49	100.00'	3.32'	1°54'06"	S88°13'29"W 3.32'			
C26	25.00'	39.43'	90°21'55"	S45°38'31"E 35.47'	S0°27'33"E	N89°10'32"E	
C27	130.00'	204.77'	90°15'07"	S45°35'07"E 184.25'	N89°17'20"E	S0°27'33"E	
LOT 72	130.00'	28.03'	12°21'07"	S6°38'07"E 27.97'			
LOT 73	130.00'	74.94'	33°01'48"	S29°19'35"E 73.91'			
LOT 74	130.00'	74.94'	33°01'48"	S62°21'23"E 73.91'			
LOT 75	130.00'	26.86'	11°50'23"	S84°47'29"E 26.82'			
C32	470.00'	65.63'	8°00'02"	S86°42'39"E 65.58'	S82°42'38"E	N89°17'20"E	
LOT 75	470.00'	7.63'	0°55'49"	N89°45'15"E 7.63'			
LOT 76	470.00'	58.00'	7°04'13"	S86°14'44"E 57.96'			
C35	1030.00'	143.83'	8°00'02"	S86°42'39"E 143.71'	N89°17'20"E	S82°42'38"E	
LOT 76	1030.00'	27.39'	1°31'24"	S83°28'20"E 27.39'			
LOT 77	1030.00'	90.25'	5°01'12"	S86°44'38"E 90.22'			
LOT 78	1030.00'	26.19'	1°27'25"	S89°58'57"E 26.19'			
C39	130.00'	169.73'	74°48'26"	N51°53'07"E 157.93'	N14°28'54"E	N89°17'20"E	
LOT 80	130.00'	21.39'	9°25'35"	N84°34'33"E 21.36'			
LOT 81	130.00'	75.40'	33°13'52"	N63°14'49"E 74.35'			
LOT 82	130.00'	72.95'	32°08'59"	N30°33'23"E 71.99'			
C43	1030.00'	117.87'	6°33'25"	N11°48'16"E 117.81'	N8°31'34"E	N15°04'58"E	
LOT 84	1030.00'	39.83'	2°12'57"	N13°58'30"E 39.83'			
LOT 85	1030.00'	78.04'	4°20'28"	N10°41'47"E 78.02'			
C46	530.00'	75.01'	8°06'32"	N4°28'18"E 74.95'	N0°25'02"E	N8°31'34"E	
LOT 88	530.00'	33.17'	3°35'08"	N6°44'00"E 33.16'			
LOT 89	530.00'	41.84'	4°31'24"	N2°40'44"E 41.83'			
C49	470.00'	98.69'	12°01'49"	N6°25'56"E 98.50'	N12°26'51"E	N0°25'02"E	
LOT 89	470.00'	6.44'	0°47'06"	N0°48'35"E 6.44'			
LOT 90	470.00'	80.54'	9°49'04"	N6°06'40"E 80.44'			
LOT 91	470.00'	11.71'	1°25'39"	N11°44'02"E 11.71'			
C53	1161.18'	79.48'	3°55'18"	N10°22'26"E 79.46'	N8°24'48"E	N12°20'05"E	
C54	25.00'	34.56'	79°12'10"	N49°05'23"E 31.87'	N88°41'28"E	N9°29'18"E	
C55	160.00'	35.09'	12°33'55"	N82°24'25"E 35.02'	N76°07'28"E	N88°41'22"E	
C56	120.00'	27.33'	13°03'03"	N82°39'01"E 27.27'	N89°10'32"E	N76°07'29"E	
C57	70.00'	79.37'	64°58'09"	S58°20'23"E 75.19'	S25°51'19"E	N89°10'32"E	
C58	100.00'	117.05'	6°03'56"	S74°03'39"W 110.48'	S41°12'37"W	S25°51'19"E	
LOT 95	100.00'	27.94'	16°00'23"	S17°51'07"E 27.85'			
LOT 96	100.00'	89.12'	51°03'33"	S15°40'51"W 86.20'			
C61	160.00'	114.72'	41°04'56"	S20°40'09"W 112.28'	S0°07'41"W	S41°12'37"W	
LOT 97	160.00'	76.69'	27°27'47"	S27°28'44"W 75.96'			
LOT 98	160.00'	38.03'	13°37'09"	S6°56'16"W 37.94'			
C64	360.00'	214.49'	34°08'16"	S16°56'27"E 211.34'	S34°00'35"E	S0°07'41"W	
LOT 99	360.00'	55.27'	8°47'48"	S4°16'13"E 55.22'			
LOT 100	360.00'	82.37'	13°08'34"	S19°13'24"E 82.19'			
LOT 101	360.00'	76.85'	12°13'54"	S27°53'38"E 76.71'			
C68	470.00'	123.73'	15°05'00"	S26°28'05"E 123.37'	S18°55'36"E	S34°00'35"E	
LOT 101	470.00'	5.51'	0°40'20"	S33°40'25"E 5.51'			
LOT 102	470.00'	82.37'	10°02'30"	S28°19'00"E 82.27'			
C71	80.00'	96.49'	69°08'19"	S58°09'30"E 90.75'	N89°17'20"E	S21°36'21"E	
LOT 105	80.00'	26.49'	18°58'23"	S31°05'32"E 26.37'			
LOT 106	80.00'	70.00'	50°07'56"	S65°38'42"E 67.79'			
C74	20.00'	24.12'	69°06'19"	S56°09'30"E 22.69'	N89°17'20"E	S21°36'21"E	
C75	130.00'	70.48'	31°03'52"	S55°32'29"W 69.62'	S71°04'24"W	S40°00'33"W	
C76	60.00'	94.24'	88°59'30"	S55°00'48"W 84.85'	N79°59'27"W	S10°01'03"W	
C77	60.00'	62.84'	60°00'30"	S19°59'12"E 60.01'	S10°01'03"W	S49°59'27"E	
C78	60.00'	61.16'	58°24'15"	S79°11'35"E 58.55'	S49°59'27"E	N71°36'18"E	
C79	60.00'	95.82'	91°35'45"	N25°48'25"E 86.03'	N71°36'18"E	N19°59'27"W	
C80	70.00'	37.95'	31°03'52"	S55°32'29"W 37.49'	S71°04'24"W	S40°00'33"W	
C81	530.00'	109.51'	11°50'18"	S28°05'26"E 109.31'	S22°10'17"E	S34°00'35"E	

Curve Table							
Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End	
C82	300.00'	178.75'	34°08'16"	S16°56'27"E 176.11'	S34°00'35"E	S0°07'41"W	
LOT 127	300.00'	28.96'	5°31'52"	S31°14'39"E 28.95'			
LOT 128	300.00'	149.78'	28°36'25"	S14°10'31"E 148.23'			
C85	100.00'	71.70'	41°04'56"	S20°40'09"W 70.18'	S0°07'41"W	S41°12'37"W	
C86	160.00'	187.28'	67°03'56"	S74°03'39"W 176.77'	S41°12'37"W	S25°51'19"E	
LOT 130	160.00'	70.64'	25°17'46"	S28°33'44"W 70.07'			
LOT 131	160.00'	93.38'	33°26'17"	S0°48'17"E 92.06'			
LOT 146	160.00'	23.27'	8°19'53"	S21°41'22"E 23.25'			
C90	160.00'	95.62'	34°14'32"	S33°16'00"E 94.21'	S50°23'16"E	S16°08'44"E	
LOT 133	160.00'	65.75'	23°32'41"	N27°55'05"W 65.29'			
LOT 134	160.00'	29.87'	10°41'51"	N45°02'21"W 29.83'			
C93	160.00'	110.70'	39°38'33"	S70°12'33"E 108.51'	N89°58'10"E	S50°23'16"E	
LOT 135	160.00'	83.06'	29°44'34"	N65°15'33"W 82.13'			
LOT 136	160.00'	27.65'	9°54'00"	N85°04'50"W 27.61'			
C96	100.00'	69.19'	39°38'33"	S70°12'33"E 1191.53'	N89°58'10"E	S50°23'16"E	
C97	100.00'	59.76'	34°14'32"	S33°16'00"E 58.88'	S50°23'16"E	S16°08'44"E	
C98	25.00'	21.68'	49°40'47"	S8°41'40"W 21.00'	S16°08'44"E	S33°32'03"W	
C99	60.00'	40.69'	38°51'09"	S14°06'29"W 39.91'	S33°32'03"W	S5°19'06"E	
C100	60.00'	68.69'	65°35'40"	S38°06'55"E 65.00'	S5°19'06"E	S70°54'45"E	
C101	60.00'	68.69'	65°35'40"	N76°17'25"E 65.00'	S70°54'45"E	N43°29'35"E	
C102	60.00'	68.69'	65°35'40"	N10°41'45"E 65.00'	N43°29'35"E	N22°06'04"W	
C103	60.00'	45.79'	43°43'27"	N43°57'48"W 44.68'	N22°06'04"W	N65°49'31"W	
C104	25.00'	21.68'	49°40'47"	N40°59'08"W 21.00'	N65°49'31"W	N16°08'44"W	
C105	130.00'	147.41'	64°58'09"	S58°20'23"E 139.64'	S25°51'19"E	N89°10'32"E	
LOT 147	130.00'	75.77'	33°23'37"	S42°33'07"E 74.70'			
LOT 148	130.00'	71.64'	31°34'33"	S75°02'12"E 70.74'			
C108	20.00'	9.72'	27°50'45"	S13°05'55"W 9.62'	S0°49'28"E	S27°01'18"W	
C109	114.00'	55.40'	27°50'45"	S13°05'55"W 54.86'	S27°01'18"W	S0°49'28"E	

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY, THAT I HAVE SURVEYED, MAPPED AND DIVIDED THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF CERTIFIED SURVEY MAP NUMBER 1941 AND ALL LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 AS DOCUMENT NUMBER 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN AND THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE N 89°17'20" E ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 33.00 FEET TO THE EAST LINE OF 72ND AVENUE AND TO THE POINT OF BEGINNING; THENCE S 0°01'56" E ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°25'55" E ALONG THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2844 565.26 FEET; THENCE N 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W ALONG THE NORTH LINE OF SAID LOT 1 264.00 FEET; THENCE S 0°01'58" E ALONG THE WEST LINE OF SAID LOT 1 165.00 FEET; THENCE S 89°25'55" W 301.26 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 400.33 FEET; THENCE N 89°17'20" E ALONG THE EAST – WEST 1/4 LINE 2541.19 FEET; THENCE S 0°27'33" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1316.26 FEET; THENCE S 89°10'32" W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 1308.35 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 677.39 FEET; THENCE S 0°01'58" W ALONG THE EAST LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 19904 418.11 FEET; THENCE S 89°23'47" W ALONG THE SOUTH LINE OF SAID LOT 1 565.27 FEET TO THE EAST LINE OF 72ND AVENUE; THENCE N 0°01'56" W ALONG THE EAST LINE OF 72ND AVENUE 1734.70 FEET TO THE POINT OF BEGINNING, SUBJECT TO ALL EASEMENTS RESTRICTIONS AND RIGHTS OF WAYS OF RECORD OR USAGE. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT AT THE DIRECTION OF THOMAS JOSEPH UMLAUF OF GREEN TREE CONSTRUCTION IC., OWNER OF THE LANDS. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

TIMOTHY G. VREELAND P.L.S. 2291 DATED THIS 3RD DAY OF SEPTEMBER, 2024
SURVEY PERFORMED SEPTEMBER 18TH, 2024

COMMON COUNCIL RESOLUTION

RESOLVED THAT THE PLAT OF GREEN TREE MEADOWS, A PLAT IN THE CITY OF WAUSAU, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU. GREEN TREE CONSTRUCTION INC., THOMAS JOSEPH UMLAUF, OWNER OF THE LANDS.

DATE APPROVED _____ MAYOR KATIE ROSENBERG

DATE SIGNED _____ MAYOR KATIE ROSENBERG

CITY CLERK,

I, KAITLYN BERNARDE, CLERK OF THE CITY OF WAUSAU, DO HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

KAITLYN BERNARDE

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

REGISTER OF DEEDS
MARATHON COUNTY, WI

RECEIVED FOR RECORD THIS _____
DAY OF _____ A.D. 20____
AT _____ O'CLOCK _____ M. IN PLAT
CABINET NO. _____ ON PAGE _____

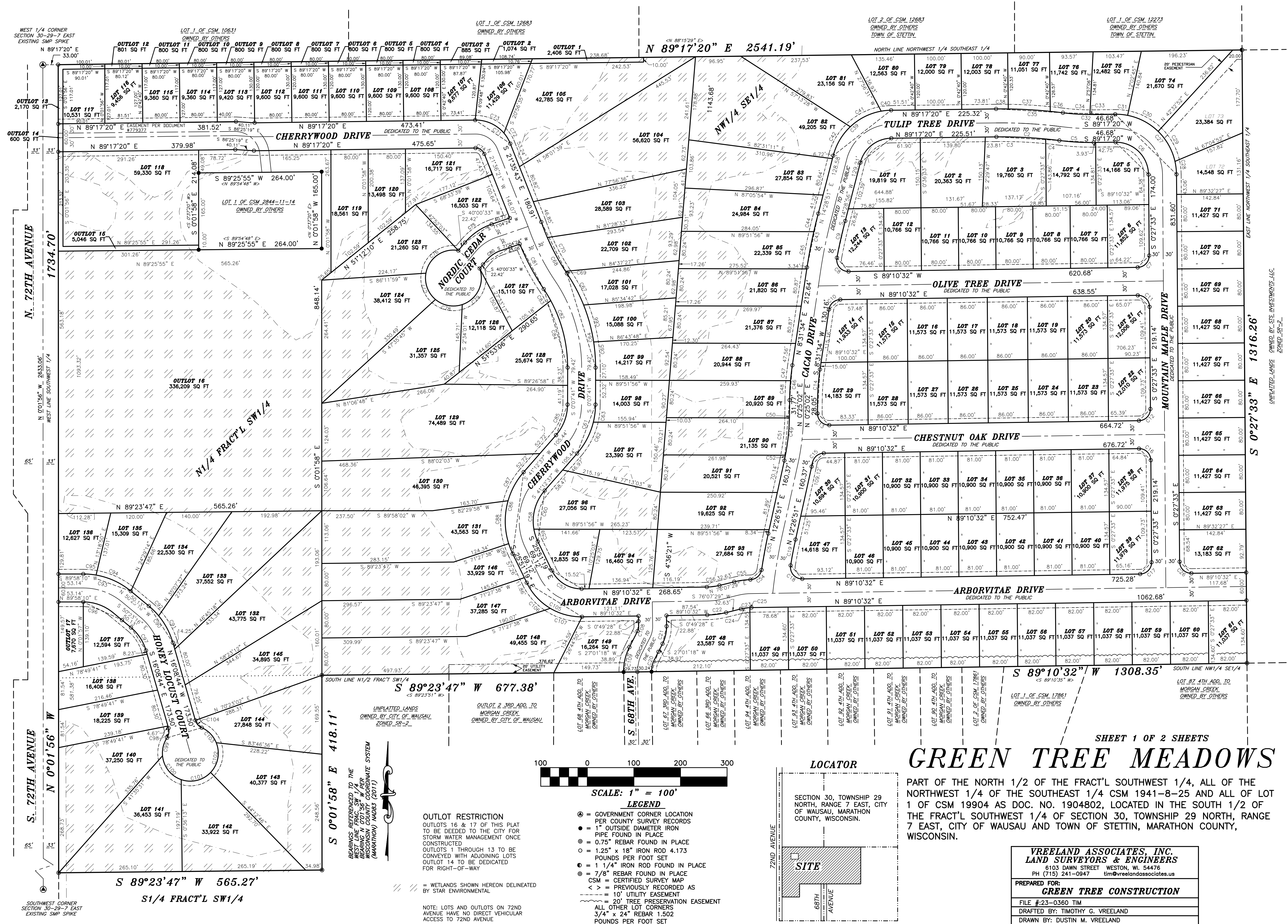
DOCUMENT NO. _____

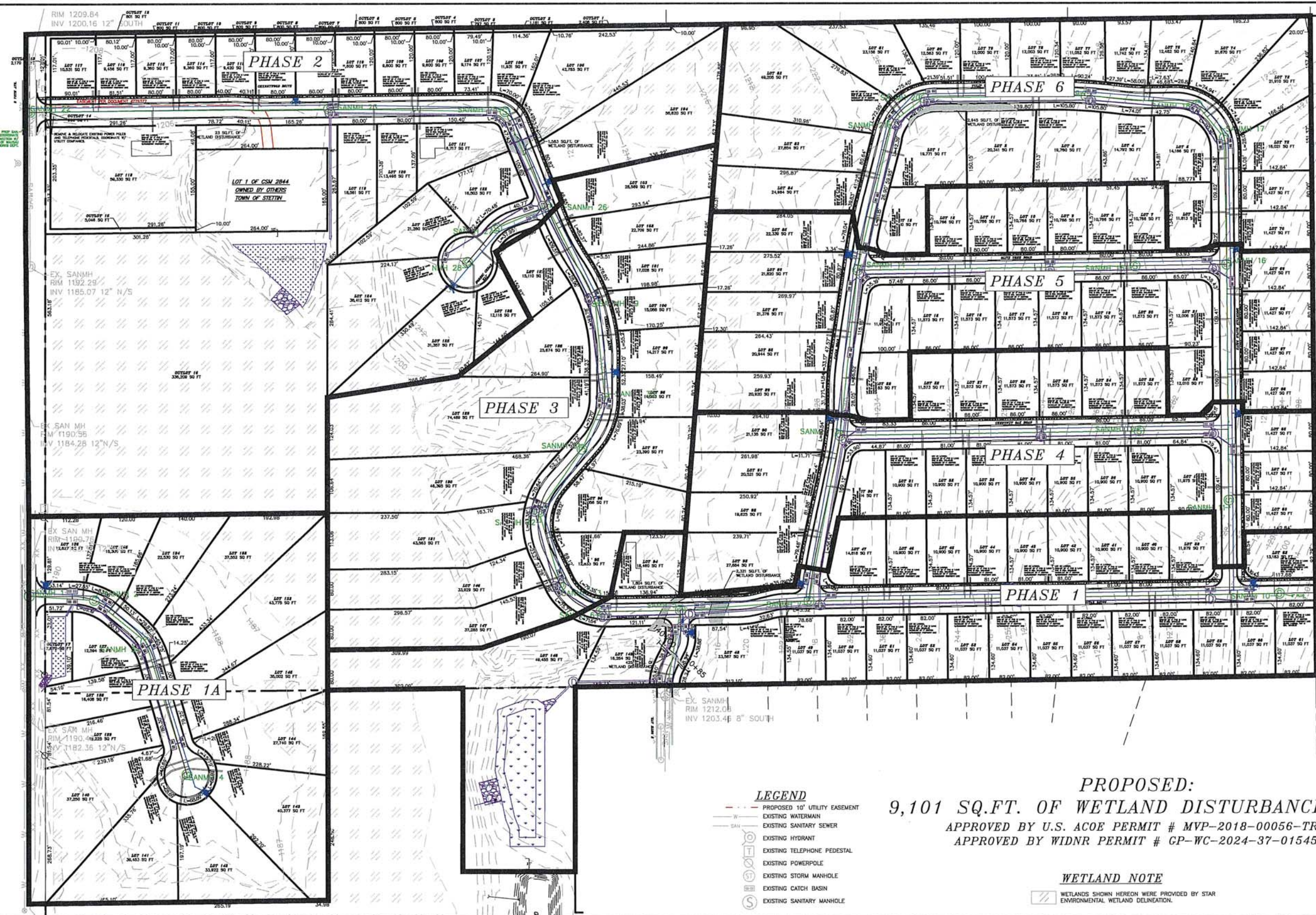
REGISTRAR

GREEN TREE MEADOWS

PART OF THE NORTH 1/2 OF THE FRACT'L SOUTHWEST 1/4, ALL OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 CSM 1941–8–25 AND ALL OF LOT 1 OF CSM 19904 AS DOC. NO. 1904802, LOCATED IN THE SOUTH 1/2 OF THE FRACT'L SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU AND TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC. LAND SURVE





BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

SCALE NOTE:
IF YOU ARE VIEWING THESE PLANS IN AN
11"x17" SIZE THEY MAY BE HALF SCALE
FROM THE ORIGINAL 22"x34" SIZE DRAWING
AND THE DRAWING SCALE IS HALF OF THAT
STATED. CHECK SCALE.

STAMP/SIGNATURE:

REVISIONS		
BY	DATE	DESCRIPTION

TITLE PAGE:
OVERALL SITE - PHASE PLAN

PROJECT: **GREEN TREE MEADOWS**

LOCATION: **CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN**



**VREELAND ASSOCIATES LAND
SURVEYORS & ENGINEERS**
6103 DAWN STREET WESTON, WI. 54476
PHONE NO.: (715) 241-0947
EMAIL: dustin@vreelandassociates.us
WEBSITE: www.vreelandlandsurveying.com
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- LEGEND**
- PROPOSED 10' UTILITY EASEMENT
 - EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING HYDRANT
 - EXISTING TELEPHONE PEDESTAL
 - EXISTING POWERPOLE
 - EXISTING STORM MANHOLE
 - EXISTING CATCH BASIN
 - EXISTING SANITARY MANHOLE

PROPOSED:
9,101 SQ.FT. OF WETLAND DISTURBANCE/FILL
APPROVED BY U.S. ACOE PERMIT # MVP-2018-00056-TRS
APPROVED BY WIDNR PERMIT # GP-WC-2024-37-01545

WETLAND NOTE
WETLANDS SHOWN HEREON WERE PROVIDED BY STAR
ENVIRONMENTAL WETLAND DELINEATION.

PREPARED FOR:
GREEN TREE CONSTRUCTION

PLAN DATE:
JUNE 25TH, 2024

DESIGNER: DUSTIN VREELAND
SURVEYED BY: CB & TV
FILE NO.: 23-0360 ENGINEERING
DATE: SEPTEMBER 20TH, 2023
SCALE:
1" = 100'
SHEET
C4

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: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its November 25, 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



PHS Date 11/18/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
202493	850 - Obstruction	FOX, BRIAN	145209 BRISTERS HILL RD WAUSAU WI 54401 705 S 24TH AVE WAUSAU WI 54401							
202773	9061 - "Class A" Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE			Yes		
202771	9061 - "Class A" Beer & Liquor	PLACHETKA, SARAH	142262 RAINBOW DRIVE MERRILL WI 54452		PAWZ AND UN-WINE-D	11/14/2024	06/30/2025	Yes		
202774	9075 - Cigarette	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE					
202583	9080 - Public Transport Driver New	LIESENFELDER, MICHAEL	4111 STEWART AVE #11 WAUSAU WI 54401		NORTHWOODS TRANSPORT	10/29/2024	06/30/2025	Yes		

Total Licenses

2

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, October 25, 2024, at 5:15 p.m., Council Chambers

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

Members Excused: Becky McElhaney, Sarah Watson

Others Present: Justin Pluess, Anne Jacobson, Kaitlyn Bernarde, Melinda Pauls

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:16 p.m.

Consider approval or denial of various license applications.

Motion by Lukens, seconded by Larson, to accept or deny license as recommended by staff. Motion carried 3-0.

DRAFT

Kody Hart, Deputy City Clerk



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: November 15, 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. **Approval Recommendation – “Class A” Beer & Liquor: Pawz and Un-Wine-d** located at 4317 Stewart Avenue, license applicant Pawz and Un-Wine-d LLC, agent Sarah Plachetka; **The Store** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC, agent Heidi Hearley.
2. **Approval Recommendation – Cigarette License: The Store** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC, agent Heidi Hearley.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Motor Pool Rolling Stock Purchases.

Committee Action: Approved 5-0

Fiscal Impact: \$826,224

File Number: 23-1109AD

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding – Revenue Replacement</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: 826,224</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$826,224</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau received approximately \$15 million in American Rescue Plan Act (ARPA) Funds, and

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

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

WHEREAS, the city expects to have an unknown amount of ARPA funds available due to project savings, staffing vacancies and other unpredicted savings and would like to commit extra funds to ensure all grant funds are obligated by December 31, 2024; and

WHEREAS, on November 12, 2024, Common Council authorized the obligation of \$787,008 of ARPA funds to the purchase of two tri-axle trucks and equipment due for replacement in 2024; and

WHEREAS, your Finance Committee has review ARPA obligations and believes that additional funds should be obligated to ensure 100% utilization of ARPA funds; and

WHEREAS, on November 26, 2024, your Department of Public Works presented a listing of Motor Pool rolling stock replacements and your Finance Committee recommended the obligation of \$826,224 of ARPA funds for the purchase of rolling stock and equipment due for replacement in 2024; and

WHEREAS, any purchase cost in excess of available ARPA monies will be finance from the Motor Pool Fund; and

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

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Debit Amount	Credit Amount
FY2024 Year (City FY24 Amended Budget Detail)	60000:Capital Outlay	215 ARPA Fund	56754 ARPA Grants		58194 Motor Vehicles- Streets and Highway	WARPA_044 Rolling Stock Replacement	\$826,224.00	\$0.00
FY2024 Year (City FY24 Amended Budget Detail)	43200:Federal Grants	215 ARPA Fund	56754 ARPA Grants	43250 Federal Grants - Human Services			\$0.00	\$826,224.00

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

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

Approved:

Doug Diny, Mayor

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

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

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

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

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

Discussion and possible action on ARPA funding for Motor Pool rolling stock.

Martens questioned if these are rolling stock needs that were already slated for replacement. It was stated all the proposed rolling stock needs were slated for replacement except an articulating mower which was recommended to be purchased to reduce rollover on embanked property.

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



TO: Finance Committee

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

DATE: November 26, 2024

SUBJECT: Fleet Purchases – Remaining ARPA

Previous discussions with the committee resulted in direction to staff to provide options for using remaining APRA funds for needed fleet purchases. Below is a list a fleet purchase priorities that may commit the remaining ARPA funding. Staff has prioritized the equipment, and the highlighted equipment may be used to commit remaining APRA funds prior to the deadline of December 31, 2024. A couple purchase priorities cannot use ARPA because the equipment will need to be formally bid, and the bid process will push us beyond the end of year deadline to commit ARPA funds.

Priority	Equipment	Estimate	Notes	Purchasing Type
1	Flail Mower w/attachments	\$53,224	Already have power unit, borrow/rental options not available	Co-op
2	Airport snowblower	\$28,000.00	Unit is worn-out. DPW has to send staff to snowblow when unit is down.	Co-op
3	Storm sewer truck	\$105,000.00	Parts not available. No other options. Rentals not available.	Co-op
4	Electrician trucks-work body, sign board, lift-gate	\$101,000.00	20+ years old. Lives in salt. Annual fabrication on rotten areas.	Bid
5	Stacking conveyor	\$95,000	20+ years old. Starting to rot, but in better condition vs stacker.	Bid
6	Airport tractor	\$250,000.00	30+ yrs old. Also a back up to open frozen storm sewers.	Co-op
7	Airport broom	\$100,000.00	Aged out. Recent major repairs. But easy workload/life.	Co-op
8	1-ton truck with plow/spreader	\$130,000	18 years old. Worn out. Box will need repairs.	Co-op
9	Feeding conveyor	\$60,000	Still needed for small projects. Drums are tapered/worn. Needs rebuild.	Co-op
10	1-ton truck - basic dump body	\$100,000		Co-op

11	Pressure washer trailer	\$27,000.00	18+ yrs old. Parts are available. Needed major frame repairs.	Co-op
12	Genie lift	\$62,000.00	Unit is aged out. Can be a challenge to get parts, but is still in usable condition.	Co-op
	Total =	\$1,111,224.00		
	Priority items for ARPA =	\$826,224.00		

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

ORDINANCE OF THE PLAN COMMISSION

Rezone 700, 804/806, 810, 814, 816 Grand Ave from Urban Mixed Use (UMU) Zoning District to Planned Unit Development (PUD) Zoning District and to approve the General Development Plan (GDP) for a 50-unit apartment building.

Committee Action: Plan Commission: 5-1

Ordinance Number: 61-4057-737

Fiscal Impact: None

File Number: 24-1212

Date Introduced: December 10, 2024

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

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

ASSESSORS PLAT NO 5 LOT 1 EX DOC #1408227(ST), more commonly known as 700 Grand Ave,

ASSESSORS PLAT NO 5 LOT 2 EXCEPT THE SLY 52 FT OF THE NLY 110 FT BOUNDED ON THE WEST BY THE RAIL- ROAD RIGHT OF WAY AND ON THE EAST BY GRAND AVE, more commonly known as 804 or 806 Grand Ave,

ASSESSORS PLAT NUMBER 5 THE SLY 52 FT OF THE NLY 110 FT OF LOT 2 SAID PARCEL BEING AT ALL POINTS 52 FT WIDE BOUNDED ON THE WEST BY THE RAILROAD RIGHT OF WAY & ON THE EAST BY GRAND AVE, more commonly known as 810 Grand Ave,

ASSESSORS PLAT NO 5 LOT 3, more commonly known as 814 Grand Ave,

ASSESSORS PLAT NO 5 LOT 4, more commonly known as 816 Grand Ave,

now comprising a part of UMU, Urban Mixed Use Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to a Planned Unit Development (PUD) 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

Time and Date: The Plan Commission met on Tuesday, November 26, 2024, at 4:03 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, George Bornemann, Lou Larson.

Staff Present: William Hebert, Brooke Mueller, Brad Lenz, Andrew Lynch, Randy Fifrick

Others Present: Tyler Sheeran (Vice President of Commonwealth Development), Dustin Vreeland (Vreeland Surveyor), Josh Sommerfeldt (M+A Design)

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 4:03 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion of rezoning 700, 804/806, 810, 814, and 816 Grand Avenue from Urban Mixed Use (UMU) to Planned Unit Development (PUD) and approving the General Development Plan (GDP) for a 50- unit apartment building. [M+A Designs]

Andrew Lynch provided a staff update. There are 6 addresses but 5 parcels. The site is challenging because of the shape of the parcels and the location. Commonwealth Development was able to receive a tax-credit to build affordable-rate housing. They were able create a building plan that will fit on this site, but they will need some flexibility for the rear setback being decreased to 0 and for the density of units being above 36 units which are allowed in a UMU and fewer parking spaces. The staff report on the packet shows the criteria for approval and that staff recommends the approval of the zoning change and the GDP.

Mayor Diny opened the public hearing.

Tyler Sheeran, Vice President of the Commonwealth Development, stated that there was a previous rezone done at these sites as a UMU. Sheeran explained that they were fortunate to receive the tax credit. During surveying and design, engineering discovered municipal lines on the site. This presented unforeseen conditions but with the help of city staff they were able to reconfigure the site plan and maintain the 50-units for WHEDA's financing. However, because of the reconfiguration we do not conform to the UMU zoning district and now requires the approval of a PUD zoning district.

Mayor Diny closed the public hearing.

Discussion and possible action rezoning 700, 804/806, 810, 814, and 816 Grand Avenue from Urban Mixed Use (UMU) to Planned Unit Development (PUD) and approving the General Development Plan (GDP) for a 50- unit apartment building [M+A Designs]

Aldersperson Lou Larson stated that he will not support it because he is concerned about traffic and safety. With having many more vehicles coming in and out of that 50-unit area next to Grand Ave and Thomas St intersection and with Kolbe and Kolbe nearby getting off work every day, there is no way it will work.

George Bornemann also has the same concern that Alder Larson has mentioned. Bornemann is also concerned about the limited parking onsite. At this point, Bornemann supports the PUD but emphasizes that he will look thoroughly at the Specific Implementation Plan when it comes back to the Commission.

Lynch noted that the current traffic level on Grand Ave & Thomas St intersection are within their design limits. Lynch also stated that the General Development Plan shows that the site entry on Grand Ave is only a right-turn in and out which will limit the impact on traffic. On the parcels, there is also reservation along Grand Ave to allow for Department of Transportation (DOT) to make changes to the road for any potential upcoming projects.

Brad Lenz stated that the current UMU zoning district for these parcels could allow commercial developments that would generate a lot more traffic compared to a residential development. The unit number may seem high but the traffic from those units is relatively low in comparison to what else could go there. DOT is also looking at improving this intersection that could help it even further. He said that regarding the parking spaces, there is guidance in the ordinance for a parking ratio, but this can be reduced by 50% with a conditional use. From previous projects of this type, the 1.5 ratio is generally more than is needed.

Motion by Bohlken and seconded by Bornemann. Motion approved, 5-1.



STAFF REPORT

To: Plan Commission
Prepared By: Andrew Lynch, AICP Asst Planner
Date: November 19, 2024

REQUESTED ACTION:

Zoning Map Amendment

700 Grand Avenue from UMU to PUD

LOCATION:	700, 804, 806, 810, 814, 816 Grand Avenue
APPLICANT:	M+A Design on behalf of Commonwealth Development
EXISTING ZONING:	Urban Mixed Use UMU
EXISTING LAND USE:	Vacant
SIZE OF PARCEL:	1.15 acres
REQUESTED ZONING:	Planned Unit Development PUD
PURPOSE:	To allow 50-unit apartment building
COMPREHENSIVE PLAN:	This area is mapped as Suburban Commercial.
OTHER PLANS:	Strategic Plan – Thriving Economy. Goal 5: Continue to collaborate with businesses to create a new and improved existing housing stock. Wausau Metropolitan Housing Assessment 2022 – Pursue new construction of housing of all types and prices.

BACKGROUND INFORMATION:

The City assembled the parcels a number of years ago on behalf of WisDOT for an upcoming intersection reconstruction. That project did not happen as originally scheduled or conceived. There is now a similar project, with likely different design needs, tentatively scheduled for 2030. The design of this building has used appropriate setbacks so as not to interfere with a future WisDOT project. The parcels have sat vacant except for the corner lot business space being utilized for a time. The City offered these parcels for redevelopment in 2022 and received several responses. Commonwealth Development was the winning project and they subsequently applied for state tax credits (LIHTC) in order to provide

apartments at an affordable rate. Commonwealth has altered the original design of their project to accommodate a buried utility pipe on the northern edge.

The General Development Plan submitted shows plans for 50 units which consist of 15 one bedroom apartments, 16 two bedroom apartments, and 19 three bedroom apartments. This is a residential only building. The petitioners are seeking flexibility in the zoning standards with the rear setback decreased to zero, an increased density above the 36 units allowed in UMU, and an exception in the parking standards to allow 11 fewer spaces than required. Please see the attachments for additional information.

CRITERIA FOR APPROVAL

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development (PUD). It states that in its review of an application for a PUD the plan commission shall make findings with respect to the ten criteria (below). Staff comments follow each of the criteria.

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.

The Planned Unit Development zoning offers flexibility in zoning requirements in order to accommodate unusual sites or projects. Commonwealth has designed a building that still works within the many challenges of this oddly shaped site.

2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)

The proposed housing development would align with several of the City plans noted above. The use is also consistent with the Comprehensive Plan.

3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.

The future land use of the Comprehensive Plan shows this area as Suburban Commercial. This type may also include residential uses. There are multiple multi-family housing developments along the Grand Ave corridor both to the north and south of the site as well as adjacent on Thomas Street.

4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.

Adequate public infrastructure and facilities are available to serve this infill site. The development will have access to both Thomas Street and Grand Avenue, roads that although busy, operate below their traffic design volume. In addition, a residential development will not have the same type of all day traffic a commercial project may have.

5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.

The current vacant parcels are bounded by two roads and railroad tracks. The developers will add landscaping and set the project back from the road as much as reasonable. Adjacent parcels are residential and are already separated by railroad tracks and existing trees or vegetation.

6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.

The project is on an infill site and there are no areas of natural beauty adjacent to the site.

7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.

This development is compatible with the Grand Avenue corridor as there are multiple existing multi-family developments. The impact of the mid-rise building will be softened due to being moved to the southern end of the parcel. A short distance to the north is the 10-story Riverview Tower. The architecture and character of the development meet the City design standards.

8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

The architecture and character of the development meet the City design standards. Landscaping will have a positive impact on the appearance.

9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.

The proposed project will produce a number of units at a price point that is needed in the Wausau Metro Area as described in the Metro Housing Assessment. The building proposed would provide a high-quality living environment with additional facilities available, such as a fitness center and community room, that are typically found in market rate projects.

Additional benefits of the design would be determined in the specific implementation plans.

10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

Phased construction is not expected.

STAFF RECOMMENDATION

Staff finds that the proposal meets all the criteria for a PUD.

Staff recommends approval of the zoning change to Planned Unit Development and approval of the general development plan.

COMMITTEE ACTION

Plan Commission may approve or deny. The request will then proceed to City Council for final consideration.

ArcGIS Web Map

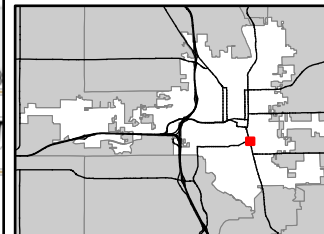
City of Wausau / DPW

Date: 12/3/2024

0 0.01 0.02

mi

- Railroad
- US & State Highways
- County Highways
- Local Roads
- Parcel
- Zoning (Label Only)



N



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



October 28, 2024

Planning Commission
City of Wausau
407 Grant St.
Wausau, WI 54401

To Whom It May Concern,

In our development you will see an efficient use of the land in addition to the design of the building in our plan, which captures the feel of the scenic riverfront area of Wausau making it an alluring place residents can call home. Commonwealth Development prides itself on communicating with the city and neighbourhood throughout the development process, incorporating features that are important to the community while maintaining project feasibility.

The proposed development of 700 Grand Ave is a single phase, 100% affordable 50-unit development comprised of mid-rise style apartments. It is a parcel that adjoins two high traffic streets, located at the intersection of E. Thomas St. and Grand Ave. The project density for the 1.15 acre site is approximately 43 units per acre with a surface area of 67% impervious. Our site plan consists of two entryways, one onto E. Thomas St. and the other at Grand Ave. to combat traffic volume concerns. Commonwealth and the architect, M+A Design, will work with the City on the overall layout of the site to help mitigate any concerns regarding traffic volume. This development will properly allow future pedestrian use and traffic improvements. In accordance with the Urban Design Standard created by the City of Wausau, the development will consist of sidewalks on all streets adjoining the development. Most of the first-floor units will have a ground floor private entrance that will allow access to the sidewalks to increase the connectivity of the site.

To ensure accessibility for all demographics, the building will feature an elevator and underground parking. This feature welcomes the opportunity for elderly or persons with mobility issues to occupy our units. Our unit mix was constructed so that it accommodates a variety of social and economic population groups. The project will have (15) one bedroom apartments, (16) two bedroom apartments, and (19) three bedroom apartments to serve the above mentioned demographics. This project will also feature an on-site fitness room, business center, on-site leasing office, and community room. Residents will be able to use these amenities as they wish free of charge. Finished with stainless steel appliances, vinyl flooring and trending lighting fixtures, each unit will be comparable to what you would see in a market rate development giving our tenants a sense of pride in their new home.

Commonwealth strives to be energy and eco efficient. Our development will include high efficiency furnaces, low U-value windows, LED lighting, and energy star appliances. These features align with the Wisconsin Green Built Home Program, a nationally recognized green building initiative that reviews and certifies multi-family units that meet sustainable building and energy standards.

The development will offer 44 underground parking stalls along with 30 surface stalls for residents. The exterior of the building will incorporate masonry brick and engineered wood siding that will blend in with the surrounding area while also creating its own identity. As mentioned above, the design of the building will incorporate the Urban Design Standards from the City of Wausau while also taking input from the City and neighborhood. On the exterior of the Grand Avenue side of the development the site will feature flower beds and aesthetically pleasing bushes that will maintain the natural nature of the site.

While we have made our best effort to meet all the zoning requirements, the site poses many challenges that require us to go beyond what is outlined in the zoning code. For instance, our building may not meet all the setback requirements. We are currently under the 10-foot rear yard setback along the western portion of the property, if that is in fact considered the rear of the site. If it is considered a side yard, we would meet the requirements of 0 feet. We also exceed the maximum allowable density of 36 units for the UMU zoning district. It is our understanding that we are meeting all other zoning requirements.

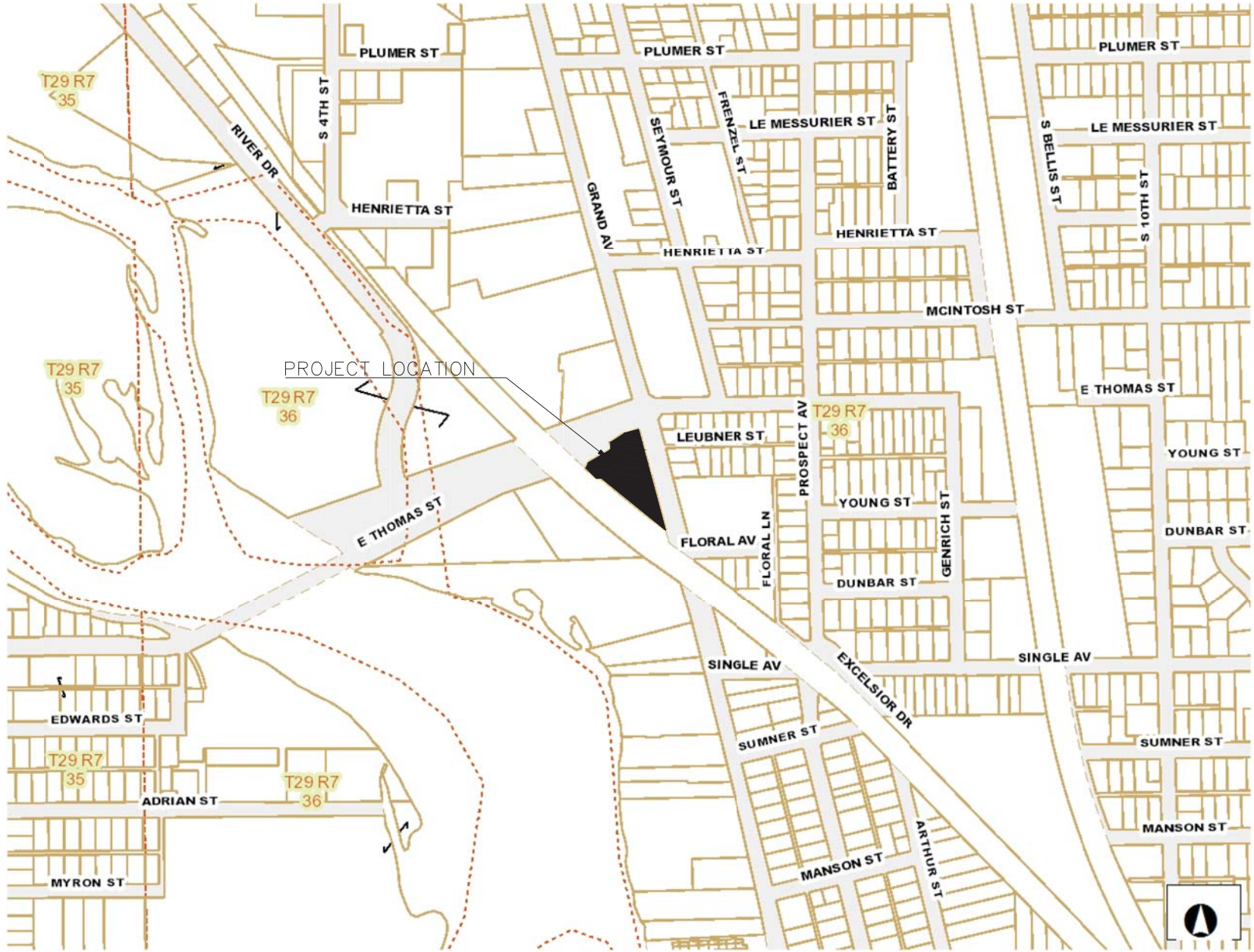
Sincerely,



M+A Design
Ben Marshall, Senior Vice President

ADDRESS:
700, 804, 806, 810, 814, &816 GRAND AVENUE WAUSAU, WI 54403

LOCATION:
LOTS 1-4 OF ASSESSORS PLAT NO. 5, PART OF THE GOV'T LOT 2 OF SECTION 36,
TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN



BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

SURVEY LEGEND

- These standard symbols will be found in the drawing.
- SANITARY SEWER
 - STORM SEWER
 - OVERHEAD UTILITIES
 - BURIED ELECTRIC
 - BURIED GAS
 - BURIED TELEPHONE
 - BURIED TELEVISION
 - WATERMAIN
 - FIBER OPTICS
 - IRRIGATION LINE
 - FENCE LINE
 - EDGE OF BITUMINOUS
 - CONTOUR LINE
 - F.F.E. = FINISHED FLOOR ELEVATION
 - RECTANGULAR CATCH BASIN
 - CIRCULAR CATCH BASIN
 - SQUARE CATCH BASIN
 - STORM MANHOLE
 - SANITARY MANHOLE
 - SEPTIC TANK
 - UTILITY MANHOLE
 - WATER MANHOLE
 - WATER SERVICE
 - WATER VALVE
 - HYDRANT
 - IRRIGATION HEAD
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - ELECTRIC TRANSFORMER
 - ELECTRIC OUTLET
 - ELECTRIC BOX
 - WATER FOUNTAIN
 - LIGHTPOLE
 - POWERPOLE
 - STOP LIGHT
 - GUY WIRE
 - GAS METER
 - GAS VALVE
 - TELEPHONE MANHOLE
 - TELEPHONE VAULT
 - FIBER OPTIC VAULT
 - FIBER OPTIC MANHOLE
 - PARKING METER
 - GUARD POST
 - BORING STAKE
 - CLEAN OUT
 - MONITORING WELL
 - BURIED FUEL TANK
 - CONTROL BOX
 - AIR CONDITIONING UNIT
 - SIGN
 - FLAGPOLE
 - MAILBOX
 - ROOF DRAIN
 - MEMORIAL PLAQUE
 - BOOK BOX
 - LANDSCAPE BOLDER
 - STUMP
 - HEDGE
 - TREE
 - PINE TREE

DRAWING INDEX

- SHEET C2 EXISTING SITE
SHEET C3 PROPOSED DEMOLITION PLAN
SHEET C4 PROPOSED SITE PLAN
SHEET C5 PROPOSED GRADING PLAN
SHEET C6 PROPOSED UTILITY PLAN
SHEET C7 PROPOSED STORMWATER PLAN & DETAILS
SHEET C8 PROPOSED EROSION CONTROL PLAN
SHEET C9 PROPOSED EROSION CONTROL DETAILS
SHEET C10 PROPOSED SITE DETAILS
SHEET C11 PROPOSED STORM DETAILS

**PRIVATE UTILITIES NOT LOCATED
UNDERGROUND UTILITIES**

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BY	DATE	DESCRIPTION

LOCATION MAP

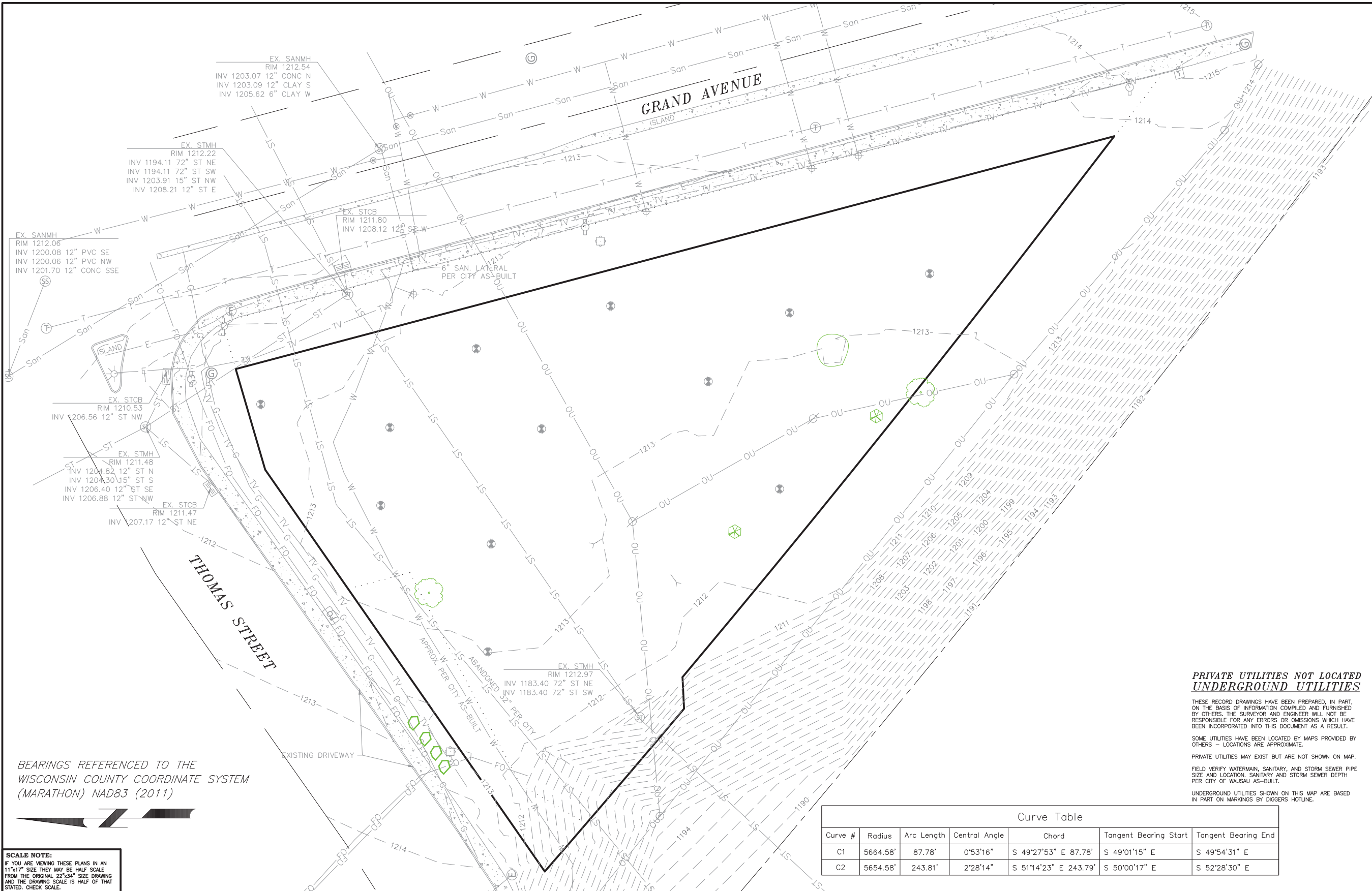
TITLE PAGE:	
COVER PAGE	
PROJECT:	GRAND AVE. APARTMENTS
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN



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PREPARED FOR:	M+A DESIGN, INC. JOSH SOMMERFELDT
PLAN DATE:	OCTOBER 23RD, 2024

DESIGNER: DUSTIN VREELAND
SURVEYED BY: DV & CB
FILE NO.: 24-0234 ENGINEERING
DATE: JUNE 7TH, 2024
SCALE:
NO SCALE
SHEET
C1



SURVEY LEGEND

These standard symbols will be found in the drawing.

- SANITARY SEWER
- STORM SEWER
- OVERHEAD UTILITIES
- BURIED ELECTRIC
- BURIED GAS
- BURIED TELEPHONE
- BURIED TELEVISION
- WATERMAIN
- FIBER OPTICS
- IRRIGATION LINE
- FENCE LINE
- EDGE OF BITUMINOUS
- CONTOUR LINE
- F.F.E. = FINISHED FLOOR ELEVATION
- RECTANGULAR CATCH BASIN
- CIRCULAR CATCH BASIN
- SQUARE CATCH BASIN
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- SANITARY MANHOLE
- SEPTIC TANK
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Curve Table

Curve #	Radius	Arc Length	Central Angle	Chord	Tangent Bearing Start	Tangent Bearing End
C1	5664.58'	87.78'	0°53'16"	S 49°27'53" E 87.78'	S 49°01'15" E	S 49°54'31" E
C2	5654.58'	243.81'	2°28'14"	S 51°14'23" E 243.79'	S 50°00'17" E	S 52°28'30" E

BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

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BY	DATE	DESCRIPTION

TITLE PAGE:

EXISTING SITE

PROJECT:

GRAND AVE. APARTMENTS

LOCATION:

**CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN**



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PREPARED FOR:

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JOSH SOMMERFELDT**

PLAN DATE:

OCTOBER 23RD, 2024

DESIGNER: DUSTIN VREELAND

SURVEYED BY: DV & CB

FILE NO.: 24-0234 ENGINEERING

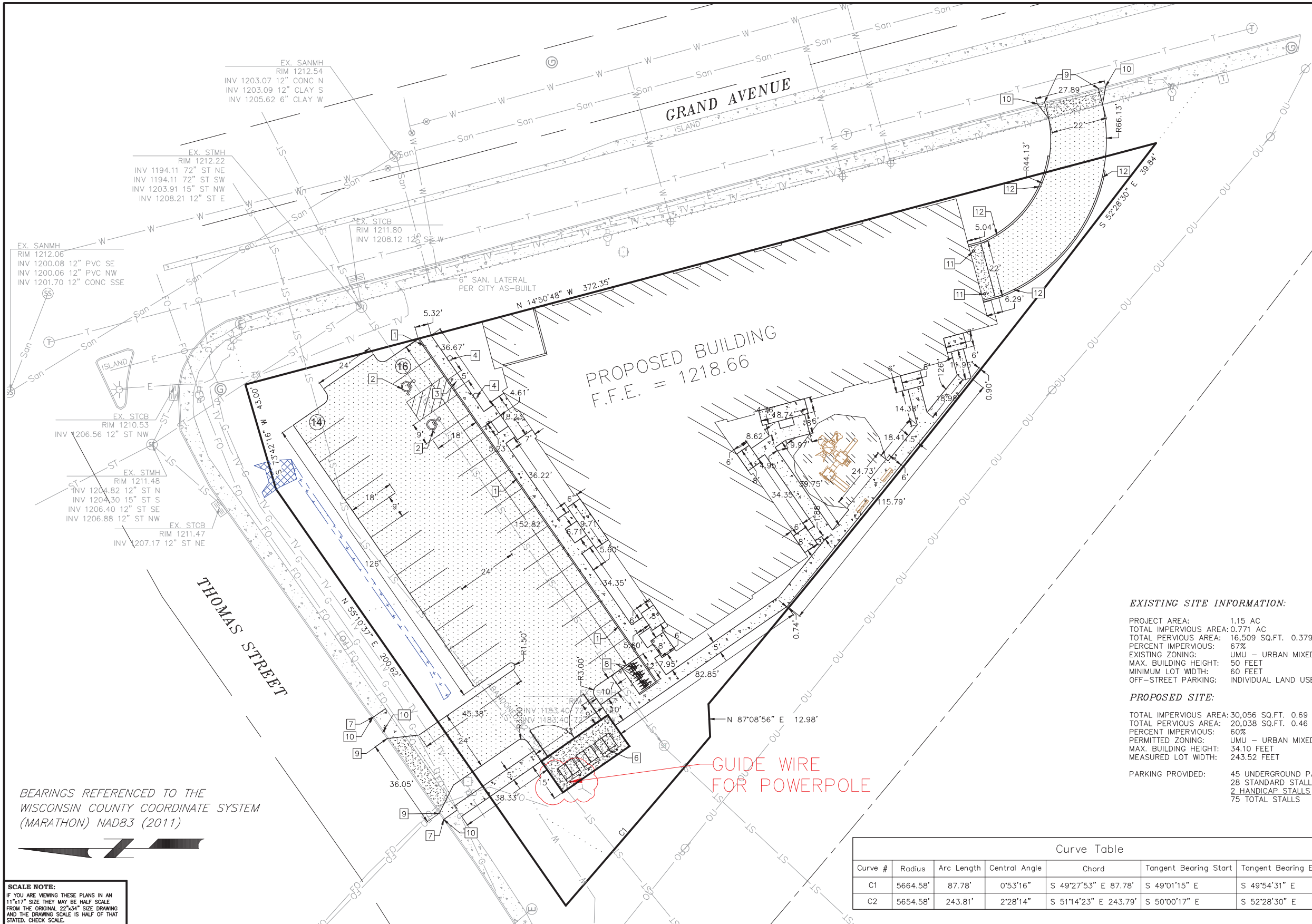
DATE: JUNE 7TH, 2024

SCALE:

1" = 20'

SHEET

C2



- SITE PLAN NOTES:**
- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
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 - ALL SAWCUTS SHALL BE AT AN EXISTING JOINT IN THE CURB AND PAVEMENT.
 - RESTORE ALL EXCAVATED LAWN AREAS WITH A MINIMUM OF 6" OF TOPSOIL, SEED, FERTILIZER, AND MULCH.
 - ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED/FERTILIZED/MULCHED IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.

SITE PLAN LEGEND

- 1 PROPOSED THICKENED EDGE WALK
SEE DETAIL 2/C10
- 2 PROPOSED HANDICAP STALL
- 3 PROPOSED HANDICAP RAMP
SEE DETAIL 4/C10
- 4 PROPOSED HANDICAP SIGN
SEE DETAIL 8/C10
- 5 PROPOSED MONUMENT SIGN
SEE ARCHITECTURAL PLANS
- 6 PROPOSED DUMPSTER ENCLOSURE
SEE ARCHITECTURAL PLANS
- 7 SAWCUT & REMOVE CURB & GUTTER
- 8 PROPOSED BIKE RACK
SEE ARCHITECTURAL PLANS
- 9 PROPOSED DRIVEOVERABLE CURB
SEE DETAIL 5/C10
- 10 MATCH EXISTING CURB & GUTTER
- 11 PROPOSED BOLLARD
SEE ARCHITECTURAL PLANS
- 12 PROPOSED RETAINING WALL
SEE ARCHITECTURAL PLANS
- PROPOSED 3.5" ASPHALT WITH 10" BASE COURSE
SEE DETAIL 1/C10
- PROPOSED 4" CONCRETE WITH 6" BASE COURSE
SEE DETAIL 7/C10
- PROPOSED 6" REINFORCED CONCRETE WITH 6" BASE COURSE - SEE DETAIL 3/C10
- PROPOSED PLAYGROUND AREA
SEE ARCHITECTURAL PLANS
- PROPOSED STORMWATER BASIN
SEE SHEET C7 DETAILS
- PROPOSED OVERFLOW WEIR
SEE SHEET 1/C11 FOR DETAIL
- 14 PROPOSED PARKING LOT STALLS

EXISTING SITE INFORMATION:

PROJECT AREA: 1.15 AC
TOTAL IMPERVIOUS AREA: 0.771 AC
TOTAL PERVIOUS AREA: 16,509 SQ.FT. 0.379 AC
PERCENT IMPERVIOUS: 67%
EXISTING ZONING: UMU - URBAN MIXED USE
MAX. BUILDING HEIGHT: 50 FEET
MINIMUM LOT WIDTH: 60 FEET
OFF-STREET PARKING: INDIVIDUAL LAND USE MINUS 25%

PROPOSED SITE:

TOTAL IMPERVIOUS AREA: 30,056 SQ.FT. 0.69 AC
TOTAL PERVIOUS AREA: 20,038 SQ.FT. 0.46 AC
PERCENT IMPERVIOUS: 60%
PERMITTED ZONING: UMU - URBAN MIXED USE
MAX. BUILDING HEIGHT: 34.10 FEET
MEASURED LOT WIDTH: 243.52 FEET

PARKING PROVIDED: 45 UNDERGROUND PARKING STALLS
28 STANDARD STALLS
2 HANDICAP STALLS
75 TOTAL STALLS

PRIVATE UTILITIES NOT LOCATED UNDERGROUND UTILITIES

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TITLE PAGE:

PROPOSED SITE PLAN

PROJECT:

GRAND AVE. APARTMENTS

LOCATION:

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN



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PREPARED FOR:

M+A DESIGN, INC.
JOSH SOMMERFELDT

PLAN DATE:

OCTOBER 23RD, 2024

DESIGNER: DUSTIN VREELAND

SURVEYED BY: DV & CB

FILE NO.: 24-0234 ENGINEERING

DATE: JUNE 7TH, 2024

SCALE:

1" = 20'

SHEET

C4



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TITLE PAGE:	
PROPOSED GRADING PLAN	
PROJECT:	GRAND AVE. APARTMENTS
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN



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DATE: JUNE 7TH, 2024
SCALE:
1" = 10'
SHEET
C5.1



GRADING PLAN NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
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13. RESTORE ALL EXCAVATED LAWN AREAS WITH A MINIMUM OF 6" OF TOPSOIL, SEED, FERTILIZER, AND MULCH
14. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED/FERTILIZED/MULCHED IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS.
15. GRADES AT BUILDING EDGE SHALL BE 6" BELOW FINISHED FLOOR ELEVATION EXCEPT AT DOOR WAY ENTRANCES OR UNLESS OTHERWISE NOTED.

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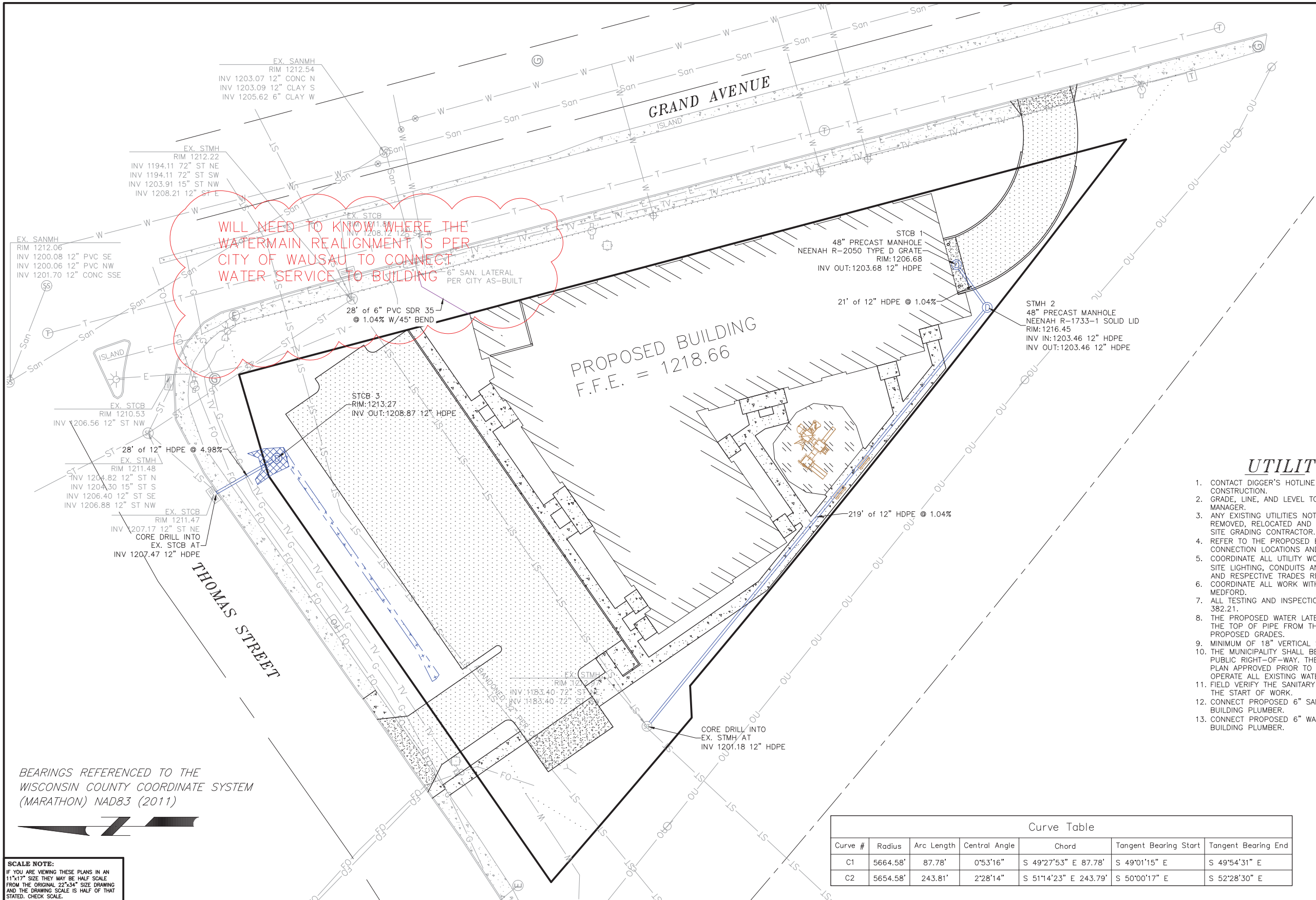
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SCALE: 1" = 20'
SHEET C5



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PROJECT:	GRAND AVE. APARTMENTS
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN

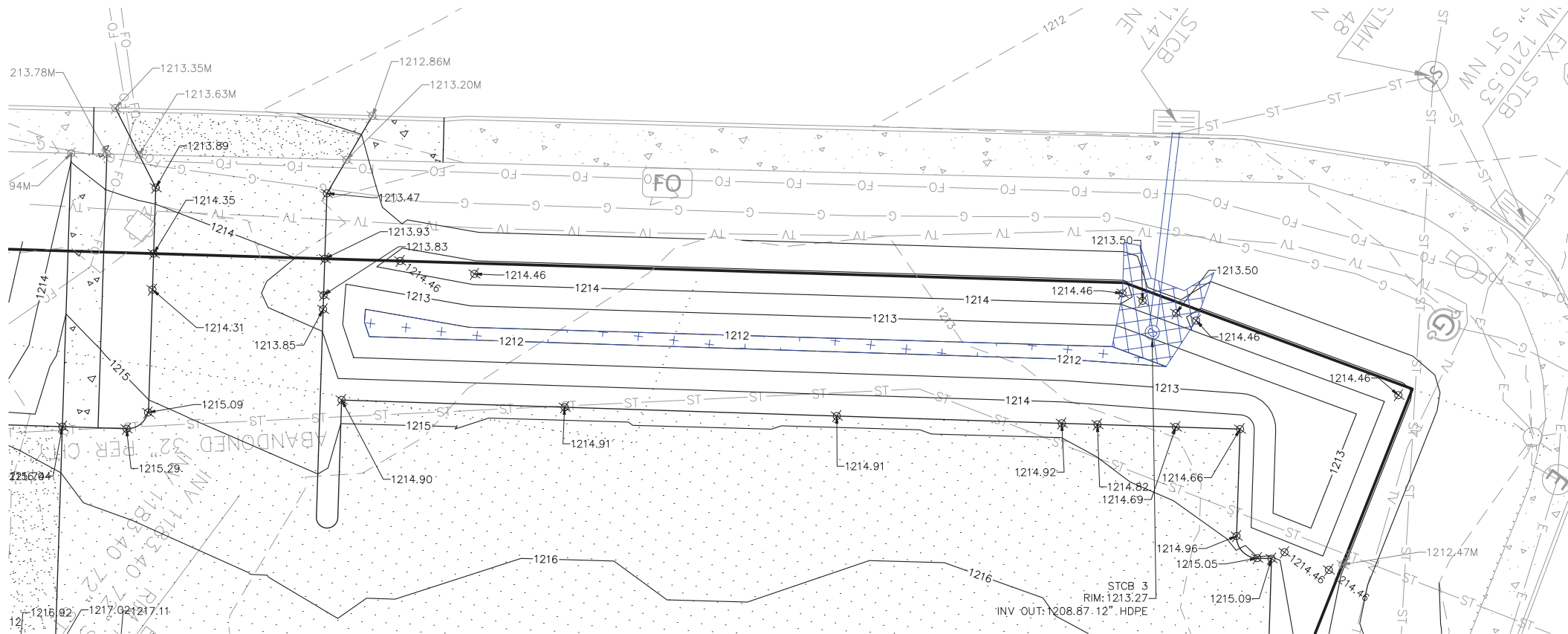


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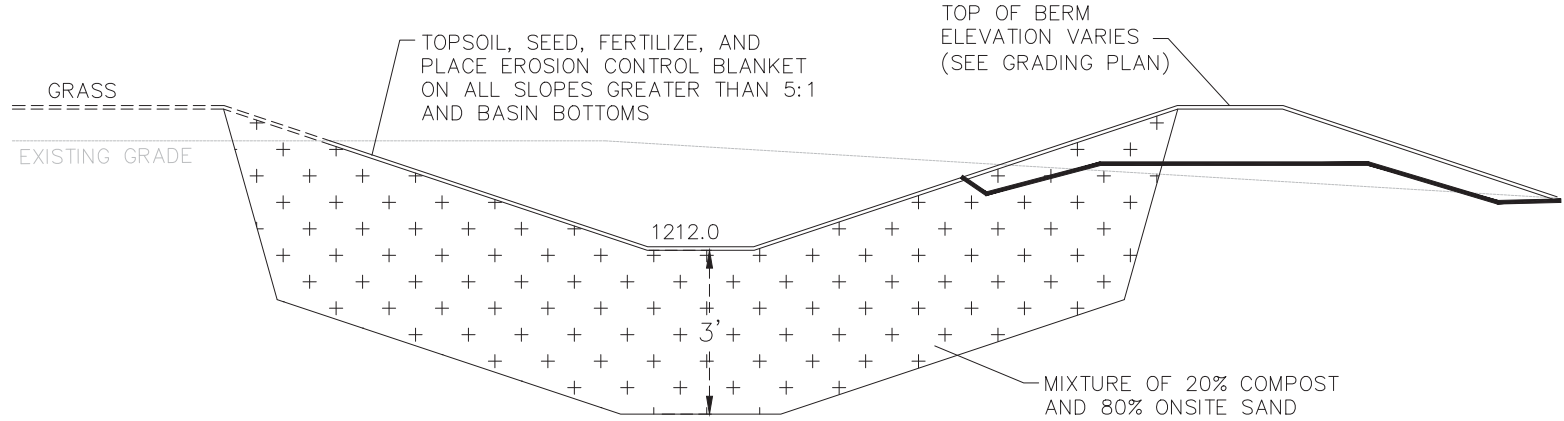
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C6

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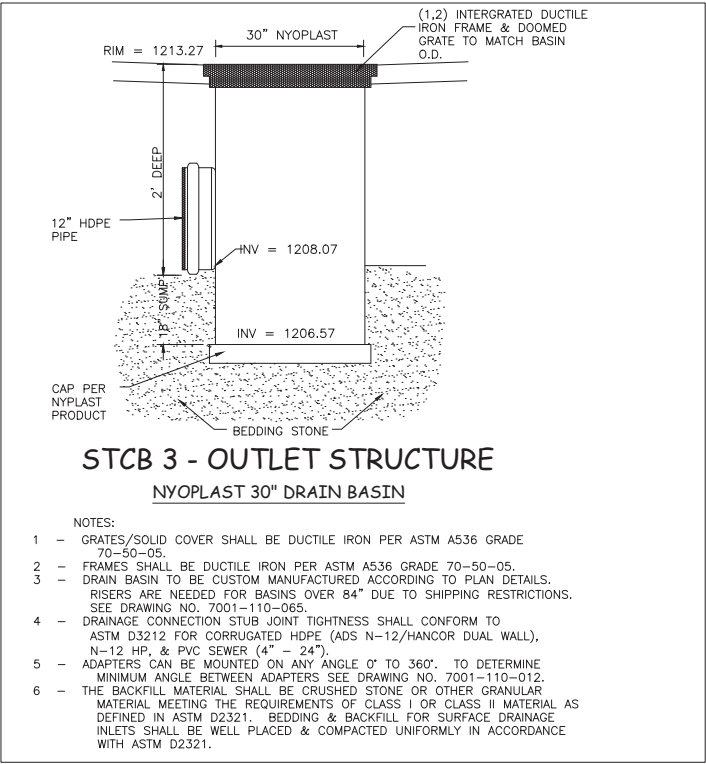


INFILTRATION BASIN TO MEET WI DNR
TECHNICAL STANDRAD 1003.
CONTRACTOR TO SUBMIT SEED AND COMPOST
DATA SHEETS AND SOURCE



INFILTRATION BASIN (1209.0 TO 1212.0 ELEVATION) TO BE DRESSED WITH 3' OF 20% COMPOST AND 80% ON-SITE OR IMPORTED COARSE SAND MIX. SEED WITH PRAIRIE NURSERY "MOIST MEADOW - RAIN GARDEN MIX" PER WDNR TECHNICAL STANDARD 1003. SEEDING SHALL BE COMPLETED IN THE FALL (AS DORMANT SEEDING PRIOR TO FIRST SNOWFALL) OR IN THE SPRING (MAY 1 AND JUNE 20) AND WILL NEED A COVER CROP PER WDNR TECHNICAL STANDARD 1059 TABLE 1 - TEMPORARY SEEDING SPECIES AND RATES OR PLUGS SHALL BE USED. AVOID COMPACTION DURING CONSTRUCTION. AFTER CONSTRUCTION, INSTALL A PROTECTIVE FENCE UNTIL CONTRIBUTING AREA IS STABILIZED. SAND NEEDS TO MEET USDA COARSE SAND TEXTURAL CLASSIFICATION, AND BE WASHED IF USED FOR INFILTRATION BASIN. IF, SAND DOES NOT MEET USDA COARSE SAND TEXTURAL CLASSIFICATION, COARSE SAND WILL NEED TO BE IMPORT. BASED ON SOIL BORINGS COMPLETED BY GESTRA EXCESS FILL HAS BEEN PLACED ON THE SITE. OVER-EXCAVATION MAYBE NECESSARY TO REMOVE PLACED FILL TO MEET THE MINIMUM INFILTRATION STANDARDS. IF SNOW IS PILED ON THE BASINS, THEN MORE FREQUENT MAINTENANCE OF THE SOILS WILL BE REQUIRED TO MAINTAIN DESIRED PLANT LIFE AND INFILTRATION RATES.

PROPOSED INFILTRATION BASIN 1P



STCB 3 - OUTLET STRUCTURE NYOPLAST 30" DRAIN BASIN

- NOTES:
- GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-80-05.
 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-80-05.
 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP & PVC SEWER (4" - 24").
 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
 - THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I OR CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE WELL PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

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TITLE PAGE: <i>PROPOSED STORMWATER PLAN & DETAILS</i>	
PROJECT: <i>GRAND AVE. APARTMENTS</i>	
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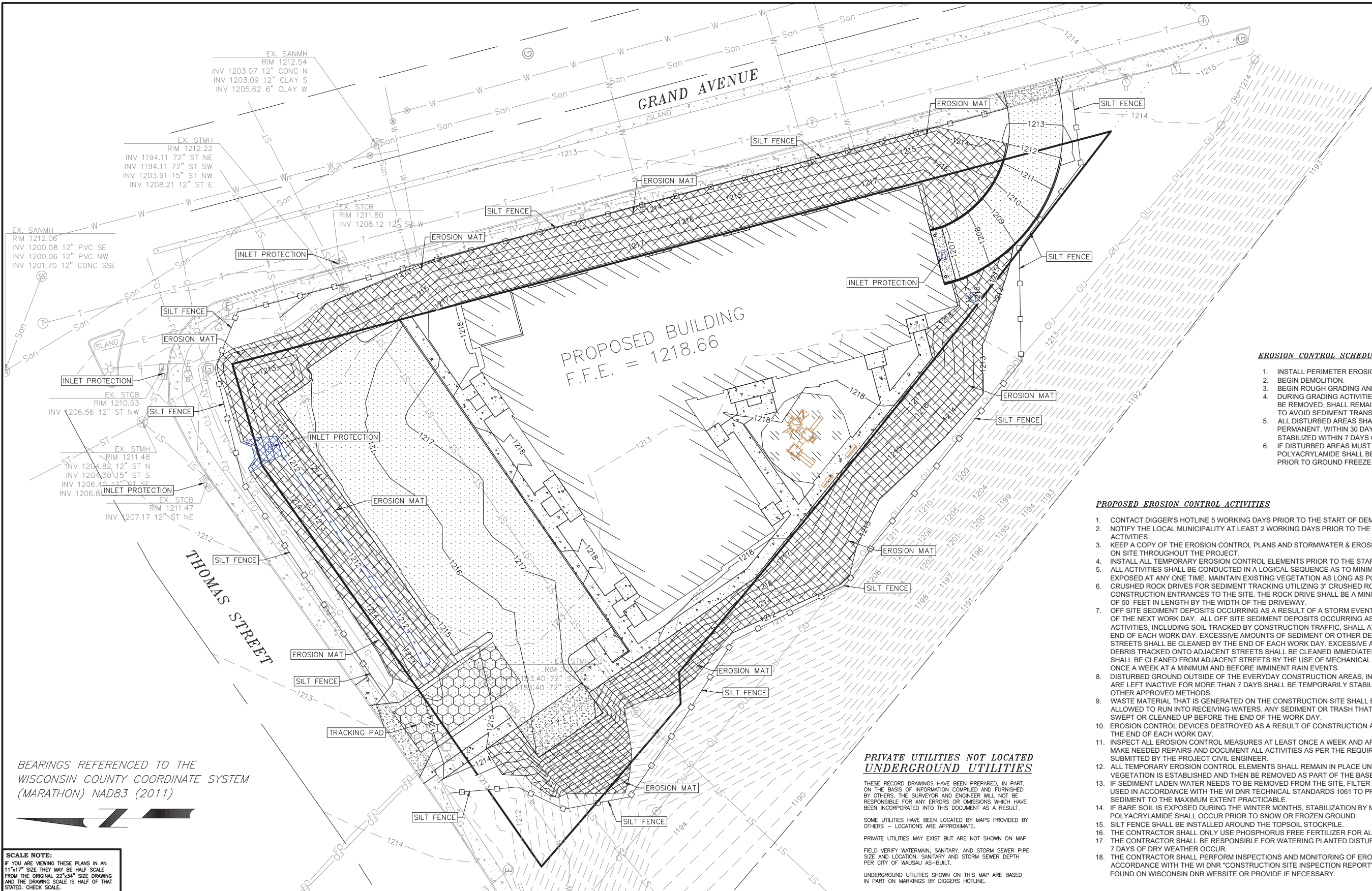


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JOSH SOMMERFELDT*

PLAN DATE: *OCTOBER 23RD, 2024*

DESIGNER: DUSTIN VREELAND
SURVEYED BY: DV & CB
FILE NO.: 24-0234 ENGINEERING
DATE: JUNE 7TH, 2024
SCALE: 1" = 10'
SHEET C7



BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)



SCALE NOTE:
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STAMP/SIGNATURE:	REVISIONS		
	BY	DATE	DESCRIPTION

TITLE PAGE: PROPOSED EROSION CONTROL PLAN	
PROJECT:	GRAND AVE. APARTMENTS
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN



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EROSION CONTROL SCHEDULING

1. INSTALL PERIMETER EROSION CONTROL.
2. BEGIN DEMOLITION.
3. BEGIN ROUGH GRADING AND UTILITY INSTALLATION.
4. DURING GRADING ACTIVITIES EXISTING GRASS AND VEGETATION, TO BE REMOVED, SHALL REMAIN IN PLACE FOR AS LONG AS POSSIBLE, TO AVOID SEDIMENT TRANSPORT.
5. ALL DISTURBED AREAS SHALL BE STABILIZED, TEMPORARILY AND/OR PERMANENT, WITHIN 30 DAYS OF DISTURBANCE, OR PERMANENTLY STABILIZED WITHIN 7 DAYS OF ACHIEVING FINISHED GRADE.
6. IF DISTURBED AREAS MUST BE LEFT OVER WINTER, AN ANIONIC POLYACRYLAMIDE SHALL BE APPLIED TO ALL DISTURBED AREAS PRIOR TO GROUND FREEZE. SEE SPECIFICATIONS FOR DETAILS.

PROPOSED EROSION CONTROL ACTIVITIES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. NOTIFY THE LOCAL MUNICIPALITY AT LEAST 2 WORKING DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
3. KEEP A COPY OF THE EROSION CONTROL PLANS AND STORMWATER & EROSION CONTROL MANAGEMENT PLAN ON SITE THROUGHOUT THE PROJECT.
4. INSTALL ALL TEMPORARY EROSION CONTROL ELEMENTS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
5. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE AS TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
6. CRUSHED ROCK DRIVES FOR SEDIMENT TRACKING UTILIZING 3" CRUSHED ROCK SHALL BE MAINTAINED AT ALL CONSTRUCTION ENTRANCES TO THE SITE. THE ROCK DRIVE SHALL BE A MINIMUM OF 12" THICK AND BE A MINIMUM OF 50 FEET IN LENGTH BY THE WIDTH OF THE DRIVEWAY.
7. OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORK DAY. ALL OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES, INCLUDING SOIL TRACKED BY CONSTRUCTION TRAFFIC, SHALL AT A MINIMUM BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED BY THE END OF EACH WORK DAY. EXCESSIVE AMOUNTS OF SEDIMENT OR OTHER DEBRIS TRACKED ONTO ADJACENT STREETS SHALL BE CLEANED IMMEDIATELY. FINE SEDIMENT ACCUMULATIONS SHALL BE CLEANED FROM ADJACENT STREETS BY THE USE OF MECHANICAL OR MANUAL SWEEPING OPERATIONS ONCE A WEEK AT A MINIMUM AND BEFORE IMMINENT RAIN EVENTS.
8. DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREAS, INCLUDING SOIL STOCKPILES, THAT ARE LEFT INACTIVE FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER APPROVED METHODS.
9. WASTE MATERIAL THAT IS GENERATED ON THE CONSTRUCTION SITE SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO RUN INTO RECEIVING WATERS. ANY SEDIMENT OR TRASH THAT HAS MOVED OFF-SITE SHALL BE SWEEPED OR CLEANED UP BEFORE THE END OF THE WORK DAY.
10. EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF EACH WORK DAY.
11. INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER ANY RAINFALL OF 0.5" OR MORE. MAKE NEEDED REPAIRS AND DOCUMENT ALL ACTIVITIES AS PER THE REQUIREMENTS OF THE NOTICE OF INTENT SUBMITTED BY THE PROJECT CIVIL ENGINEER.
12. ALL TEMPORARY EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF VEGETATION IS ESTABLISHED AND THEN BE REMOVED AS PART OF THE BASE BID.
13. IF SEDIMENT LADEN WATER NEEDS TO BE REMOVED FROM THE SITE, FILTER BAGS OR SCREENING SHALL BE USED IN ACCORDANCE WITH THE WI DNR TECHNICAL STANDARDS 1061 TO PREVENT THE DISCHARGE OF SEDIMENT TO THE MAXIMUM EXTENT PRACTICABLE.
14. IF BARE SOIL IS EXPOSED DURING THE WINTER MONTHS, STABILIZATION BY MULCHING OR ANIONIC POLYACRYLAMIDE SHALL OCCUR PRIOR TO SNOW OR FROZEN GROUND.
15. SILT FENCE SHALL BE INSTALLED AROUND THE TOPSOIL STOCKPILE.
16. THE CONTRACTOR SHALL ONLY USE PHOSPHORUS FREE FERTILIZER FOR ALL LANDSCAPE APPLICATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING PLANTED DISTURBED AREAS WHENEVER MORE THAN 7 DAYS OF DRY WEATHER OCCUR.
18. THE CONTRACTOR SHALL PERFORM INSPECTIONS AND MONITORING OF EROSION CONTROL PRACTICES IN ACCORDANCE WITH THE WI DNR "CONSTRUCTION SITE INSPECTION REPORT" FORM 3400-187. THIS FORM CAN BE FOUND ON WISCONSIN DNR WEBSITE OR PROVIDE IF NECESSARY.

PREPARED FOR:	M+A DESIGN, INC. JOSH SOMMERFELDT	DESIGNER: DUSTIN VREELAND
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PLAN DATE:	OCTOBER 23RD, 2024	SCALE: 1" = 20'
		SHEET C8

GENERAL NOTES:

DETAIL OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

WHEN POSSIBLE THE SILT FENCE SHOULD BE CONSTRUCTED IN AN ARC OR HORSESHOE SHAPE, WITH THE ENDS POINTING UPSLOPE TO MAXIMIZE BOTH STRENGTH AND EFFECTIVENESS.

ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOIL CONDITIONS.

ALTERNATES "A" & "B" ARE EQUAL AND EITHER MAY BE USED.

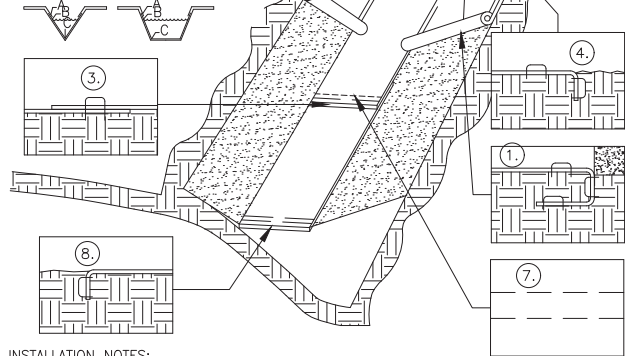
ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS.

- STEEL POSTS SHALL BE A STUDDED "TEE" OR "U" TYPE WITH A MINIMUM WEIGHT OF 1.28 LBS/LINEAL FOOT (WITHOUT ANCHOR). FIN ANCHORS SUFFICIENT TO RESIST POST MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE A MINIMUM SIZE OF 4" DIA. OR 1 1/2" X 3 1/2" EXCEPT WOOD POSTS FOR GEOTEXTILE FABRIC REINFORCED WITH NETTING SHALL BE MINIMUM SIZE OF 1 1/8" X 1 1/8" OAK OR HICKORY.
- MINIMUM 14 GAGE WIRE REQUIRED, FOLD FABRIC 3" OVER THE WIRE AND STAPLE OR PLACE WIRE RINGS ON 12" C-C.
- GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 3/4" OR EQUAL. A HEAVY DUTY NYLON TOP SUPPORT CORD OR EQUIVALENT IS REQUIRED.
- WIRE SUPPORT FENCE SHALL BE 14 GAGE MINIMUM WOVEN WIRE WITH A MAXIMUM MESH SPACING OF 6". SECURE TOP OF GEOTEXTILE FABRIC TO TOP OF FENCE WITH STAPLES OR WIRE RINGS AT 12" C-C.
- LENGTH NOT LESS THAN THE CIRCUMFERENCE OF THE LARGEST TIRE ON THE CONSTRUCTION EQUIPMENT, PLUS 5 FEET.

CRITICAL POINTS

- OVERLAPS AND SEAMS
- PROJECTED WATER LINE
- CHANNEL BOTTOM/SIDE SLOPE VERTICES

HORIZONTAL STAPLES SHOULD BE ALTERED TO SECURE THE CRITICAL POINTS ALONG THE CHANNEL SLOPE.



INSTALLATION NOTES:

- BEGIN AT THE TOP OF THE CHANNEL SLOPE. ANCHOR THE MAT IN A 6" WIDE x 6" DEEP TRENCH. BACKFILL AND COMPACT THE TRENCH.
- ROLL THE MAT DOWN THE BOTTOM OF THE CHANNEL SLOPING IN DIRECTION OF FLOW.
- OVERLAP END TO END APPROX. 6" WITH DOUBLE ROW OF STAGGERED STAPLES APPROX. 4" APART.
- BEGIN AT THE TOP OF THE SIDE SLOPES. ANCHOR THE MAT IN A 6" WIDE x 6" DEEP TRENCH. BACKFILL AND COMPACT THE TRENCH.
- EROSION MAT ON SIDE SLOPES MUST BE MINIMUM OVERLAP OF 4" AND STAPLED.
- OVERLAP END TO END APPROX. 6" AND STAPLE OVERLAP AREA WITH STAPLES APPROX. 12" APART.
- IN HIGH FLOW CHANNEL, A STABLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER THE WIDTH OF CHANNEL. PLACE A SECOND ROW OF STAPLES 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN.
- IN THE CHANNEL ANCHOR THE MAT IN A 6" WIDE x 6" DEEP TRENCH. BACKFILL AND COMPACT THE TRENCH.

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STAMP/SIGNATURE:

CHANNEL EROSION MAT

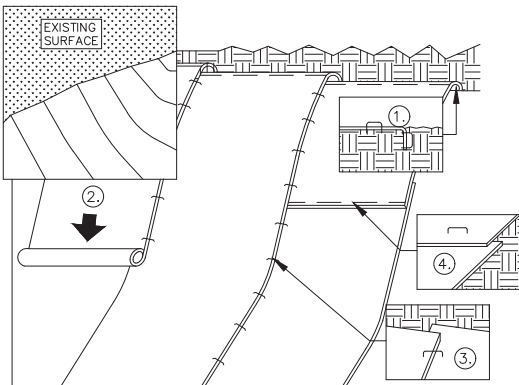
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BY	DATE	DESCRIPTION

TITLE PAGE: *PROPOSED EROSION CONTROL DETAILS*

PROJECT: GRAND AVE. APARTMENTS

LOCATION: CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

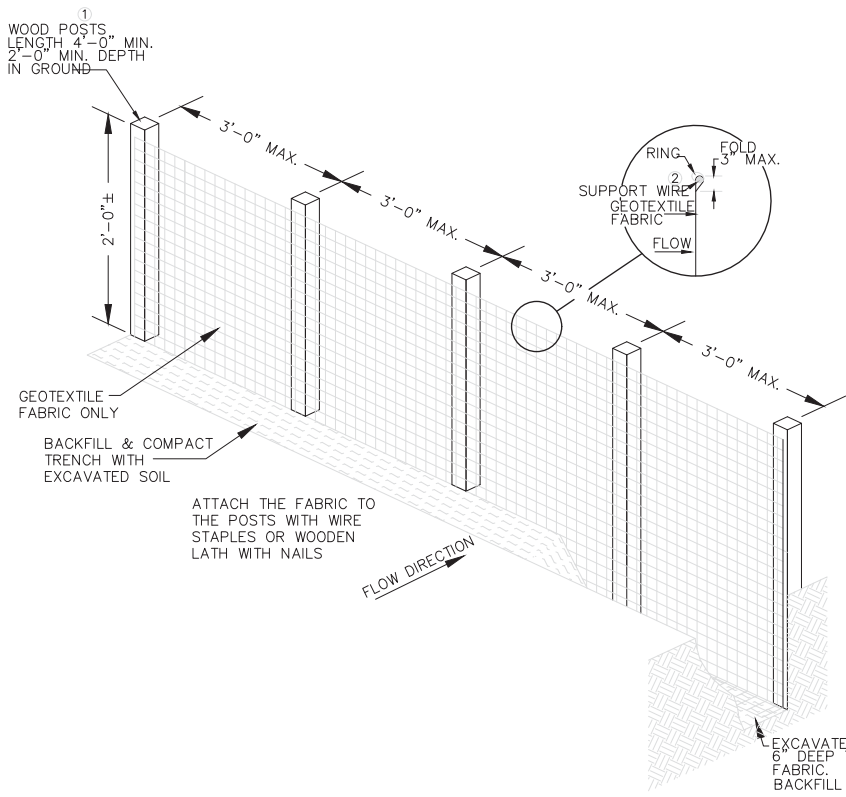
NON-CHANNEL EROSION MAT



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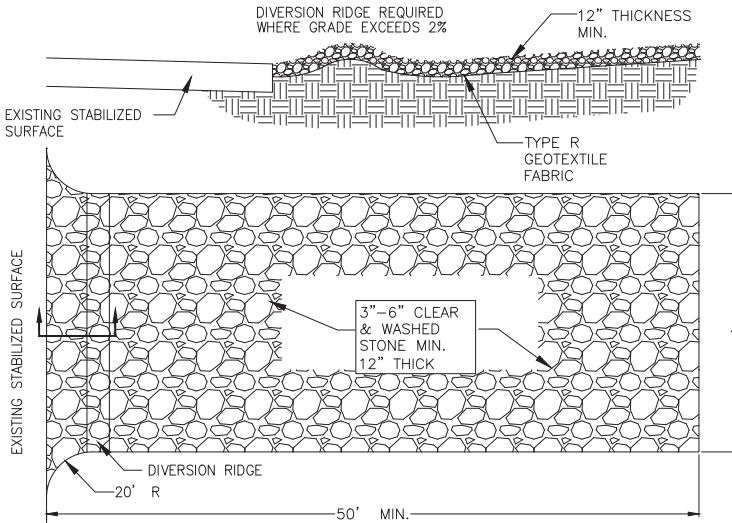
- BEGIN AT THE TOP OF THE SLOPE. ANCHOR THE MAT IN A 6" WIDE x 6" DEEP TRENCH. BACKFILL AND COMPACT THE TRENCH.
- ROLL THE MAT DOWN THE SLOPE IN DIRECTION OF FLOW.
- OVERLAP PARALLEL EROSION MAT APPROX. 2". PLACE MAT END OVER END (SHINGLE STYLE).
- OVERLAP END TO END APPROX. 6" AND STAPLE OVERLAP AREA WITH STAPLES APPROX. 12" APART.

SILT FENCE ALTERNATE "A"



TRENCH DETAIL

1
C9



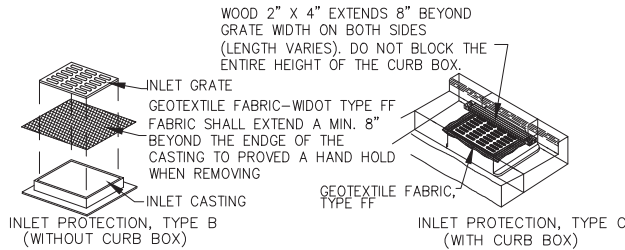
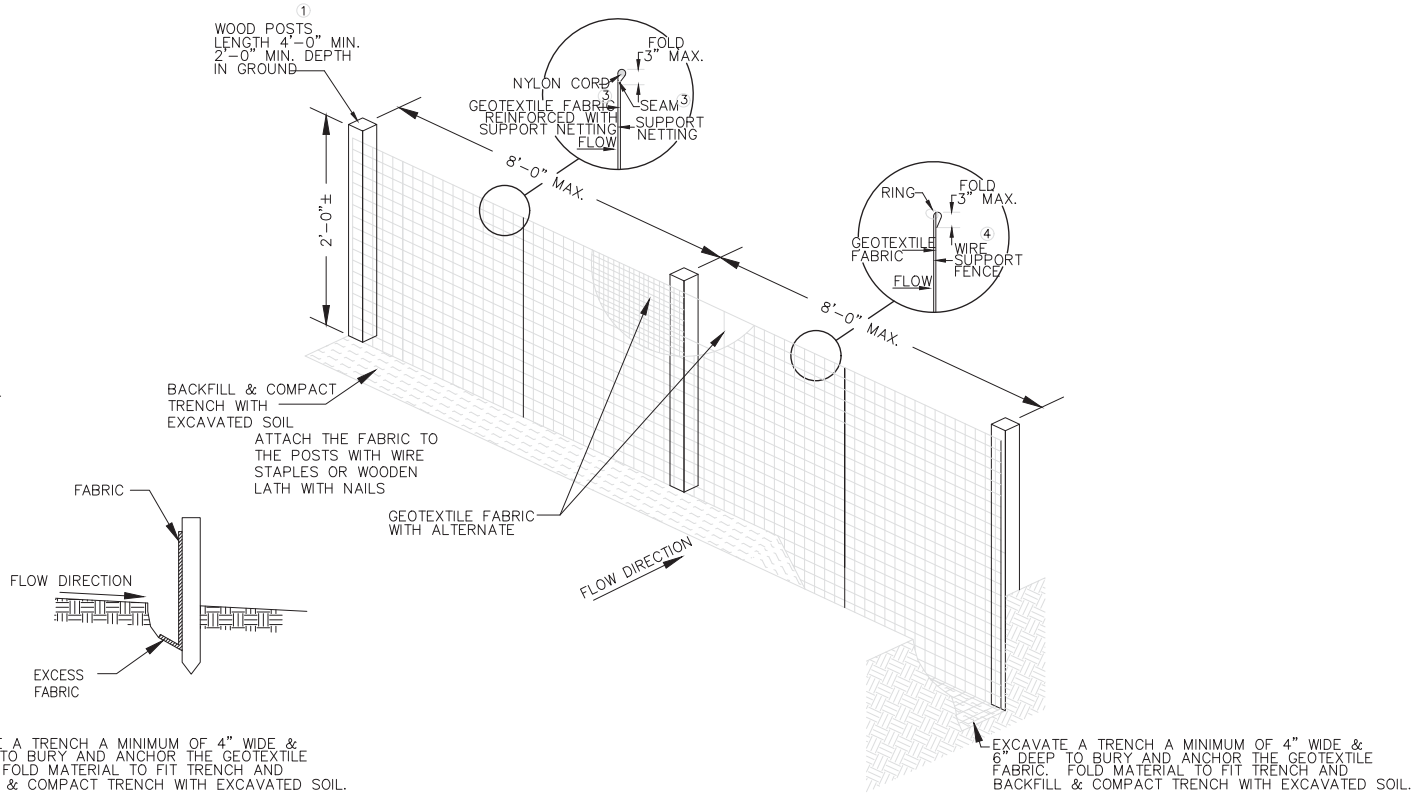
NOTES:

- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING. REPAIR AND/OR CLEANOUT ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- IF TRACKING PAD IS FILLED WITH SEDIMENT REMOVE AND REPLACE AGGREGATE.
- IF A 50' PAD LENGTH IS NOT POSSIBLE DUE TO SITE GEOMETRY, INSTALL MAXIMUM LENGTH PRACTICABLE.

TRACKING PAD

4
C9

SILT FENCE ALTERNATE "B"



- INSTALLATION:**
- REMOVE INLET GRATE
 - PLACE FABRIC OVER THE TOP OF THE CASTING
 - PLACE THE GRATE BACK IN PLACE KEEPING A MINIMUM OF 8" OF FABRIC EXTENDING ON ALL SIDES
- MAINTENANCE:**
- CLEAN AS NEEDED TO MAINTAIN FLOW. DO NOT CUT OR RIP FABRIC TO INCREASE FLOWS. USE OF FABRIC WILL CREATE SHORT TERM PONDING OF WATER. DO NOT USE FABRIC INLET PROTECTION IF ADJACENT BUILDINGS OR PROPERTIES MAY BE DAMAGED BY PONDING WATER. ELEVATIONS ON SITE SHALL BE SUCH THAT ANY PONDING WATER WILL HAVE AN EMERGENCY OVERFLOW POINT AWAY FROM AREAS THAT MAY BE DAMAGED BY FLOODING.

GENERAL NOTES:

USE ONLY THE FOLLOWING GEOTEXTILE FABRIC THAT ARE APPROVED BY THE WIDOT FOR USE AS INLET PROTECTION: A) LINQ INDUSTRIAL FABRICS - GTF 403 B) TC MIRAFI FILTERWEAVE 401. FOR INLET PROTECTION, TYPE C, WITH A CURB BOX, AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.

INLET PROTECTION

5
C9



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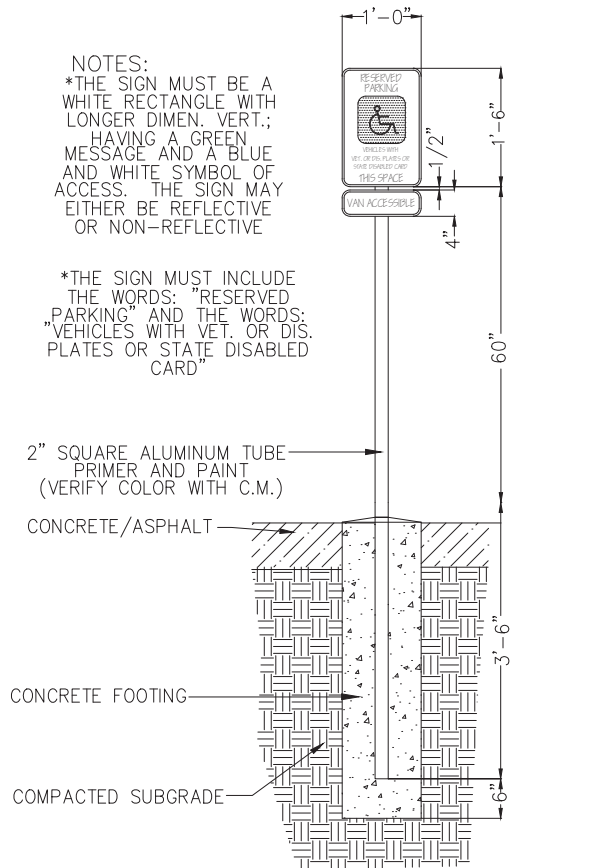
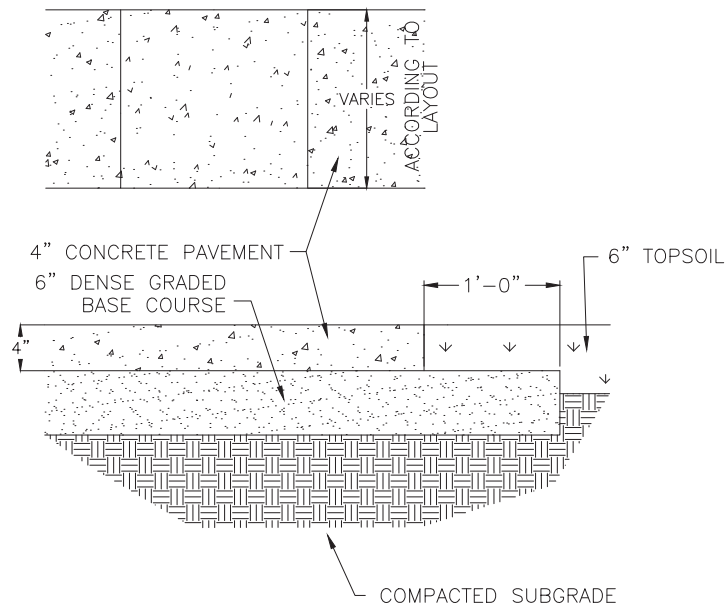
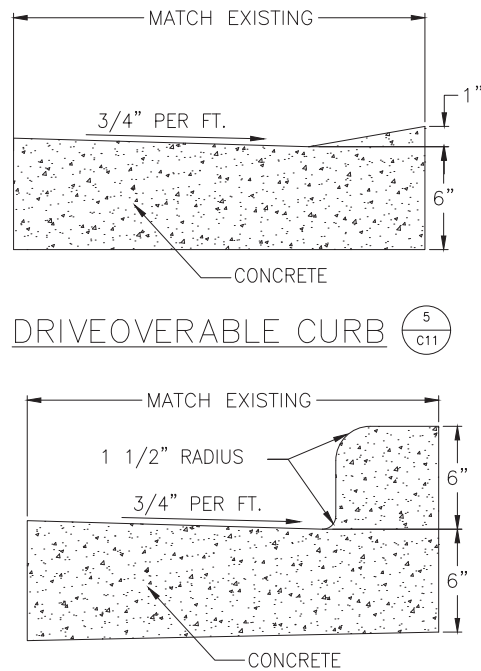
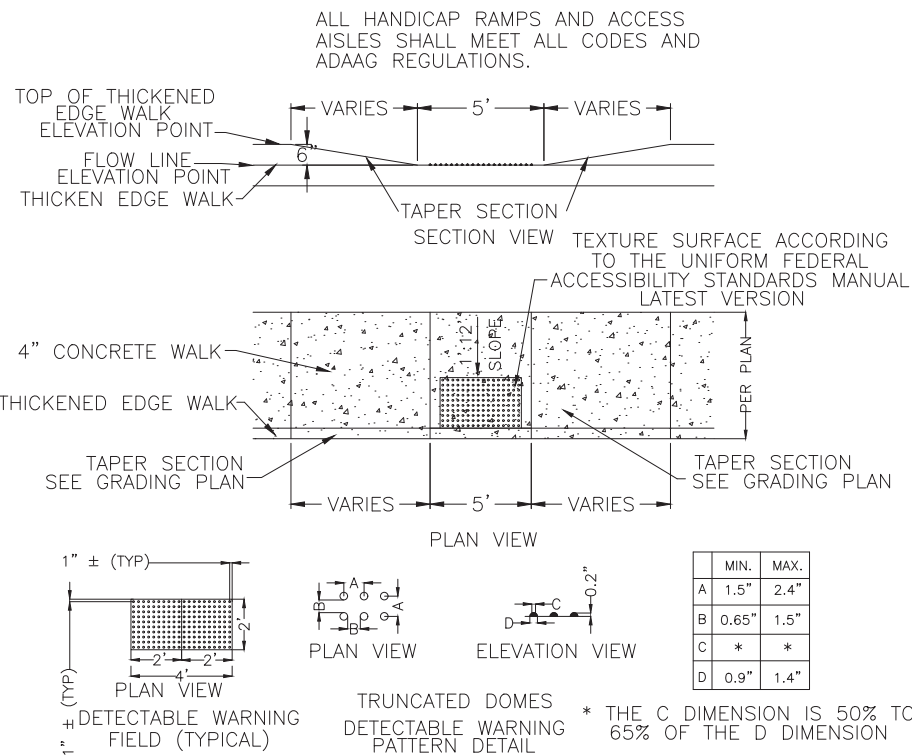
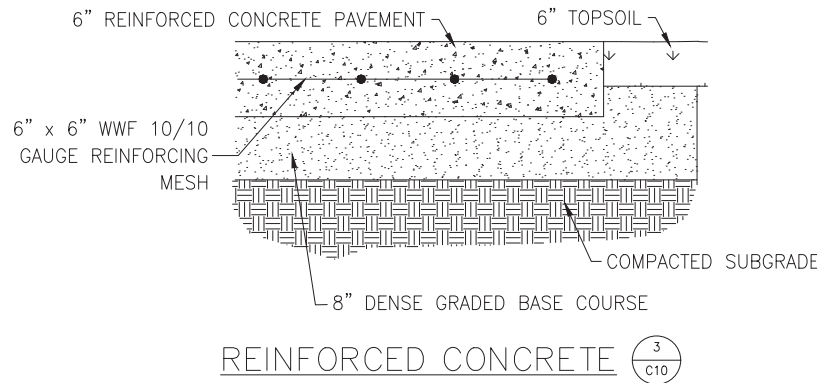
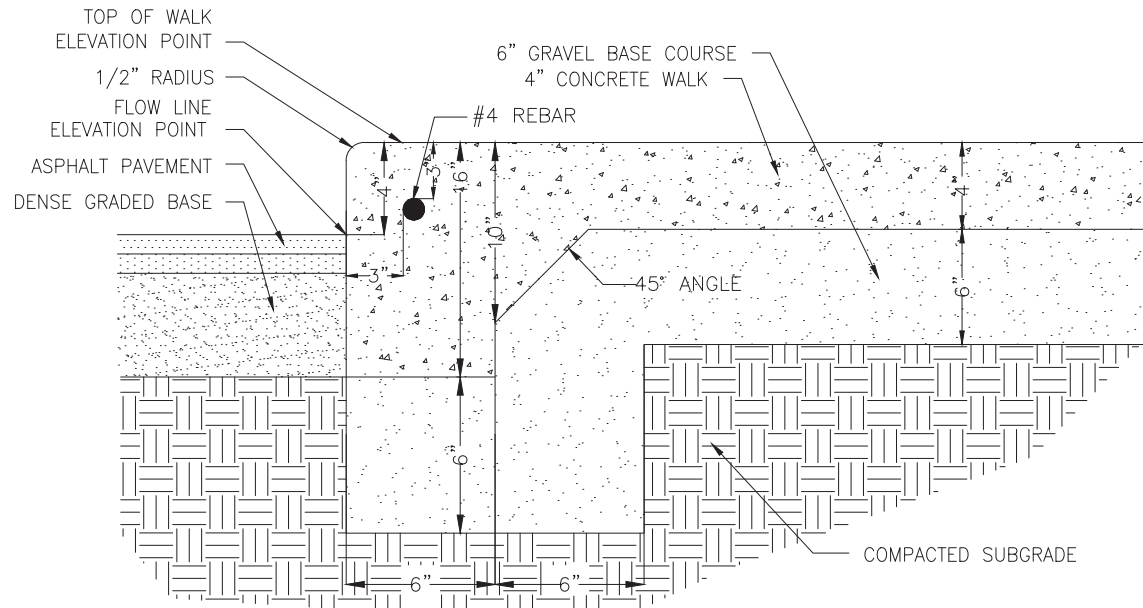
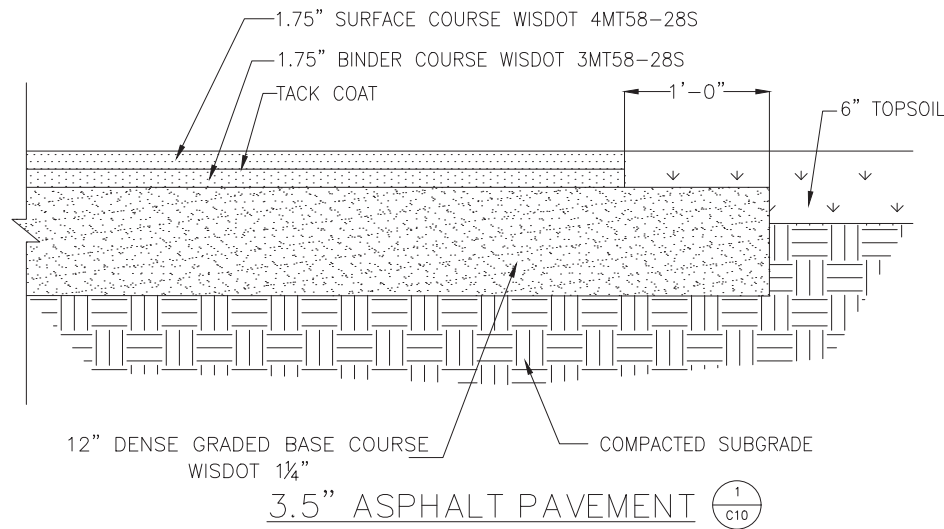
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OCTOBER 23RD, 2024

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SCALE:
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C9



A.D.A. CURB RAMP

STANDARD CURB

4" CONCRETE WALK

HANDICAP PARKING SIGN

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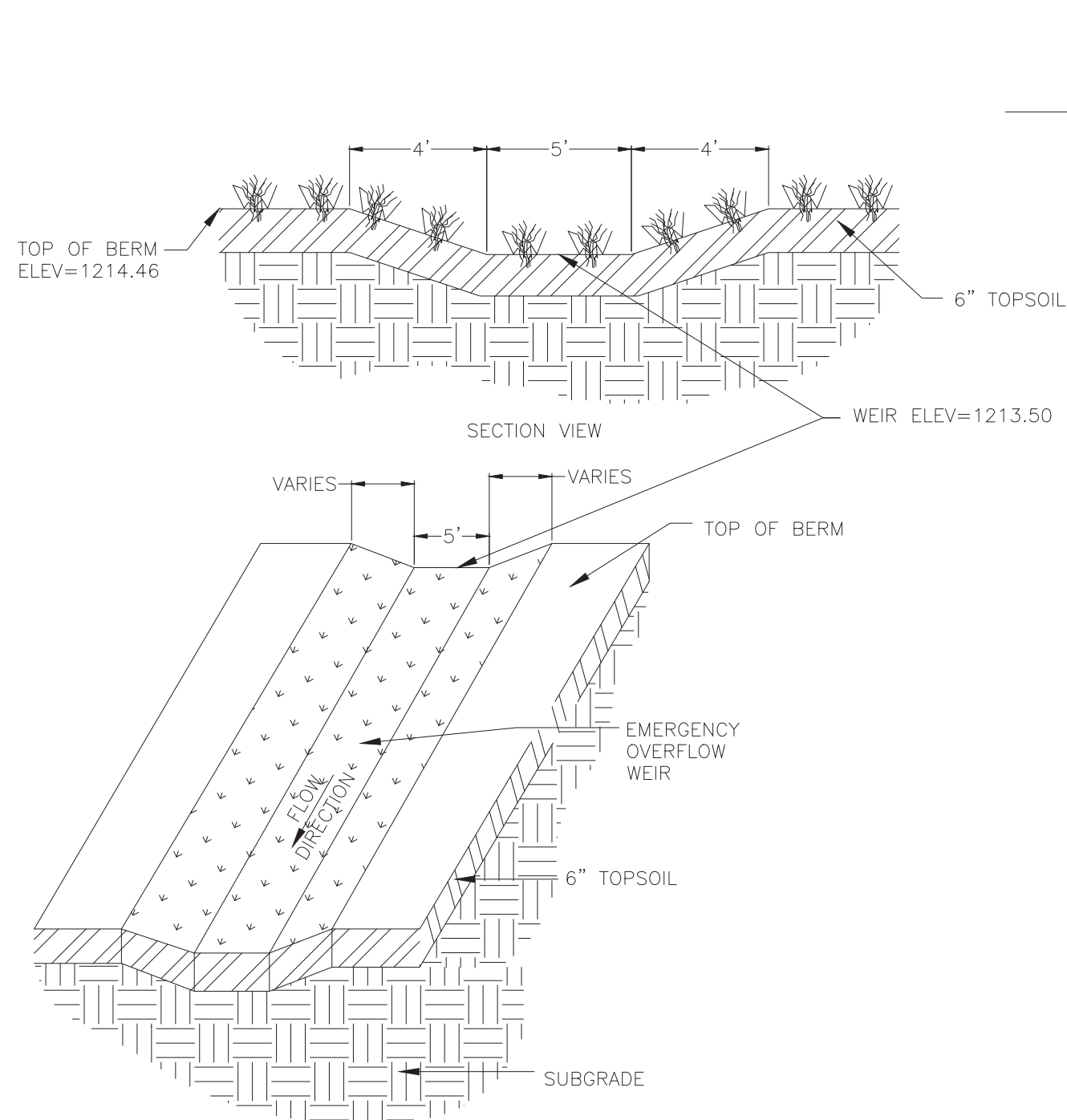
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TITLE PAGE:	
PROPOSED SITE DETAILS	
PROJECT:	GRAND AVE. APARTMENTS
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN

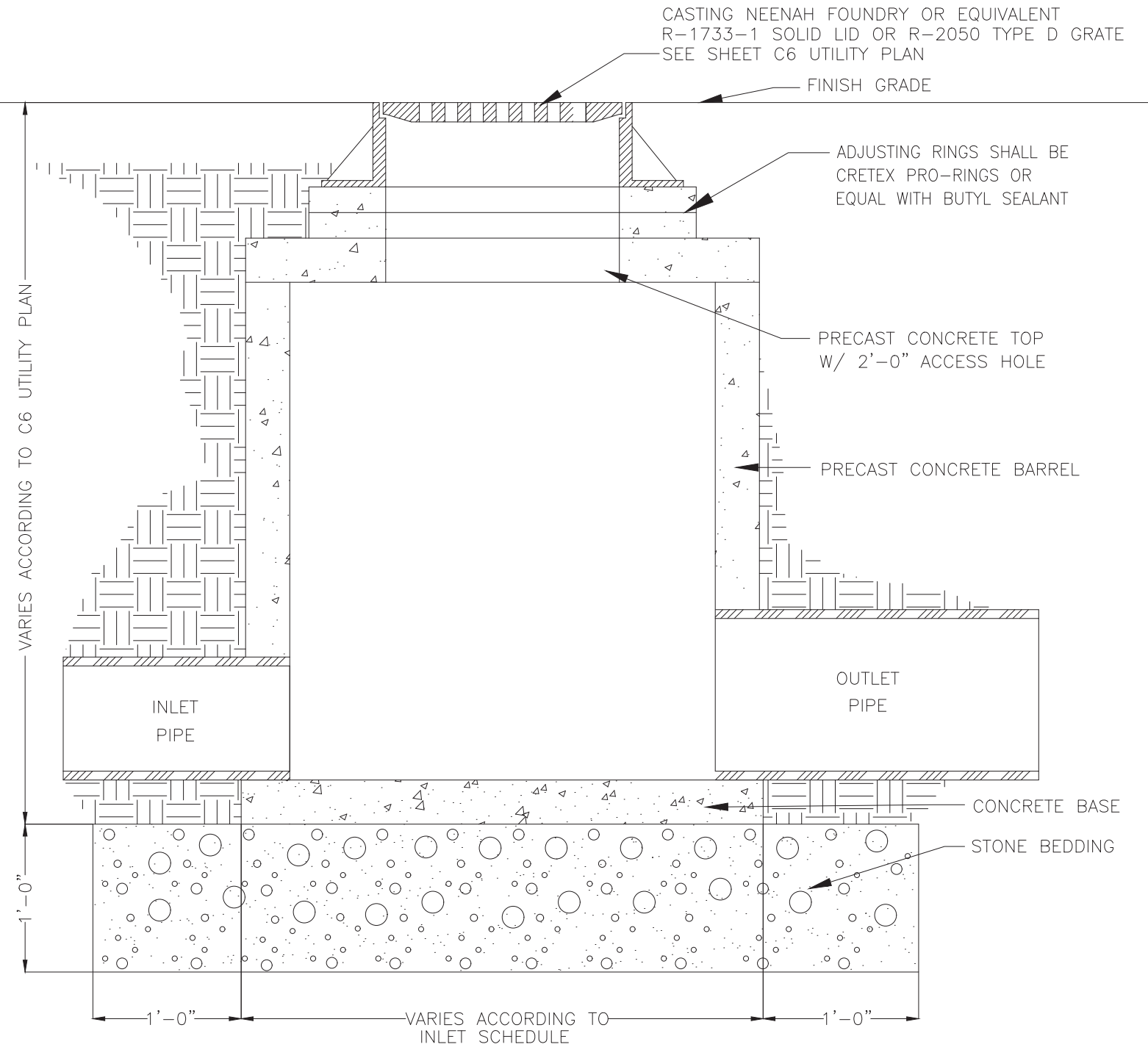
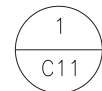


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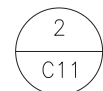
PREPARED FOR:	M+A DESIGN, INC. JOSH SOMMERFELDT	DESIGNER: DUSTIN VREELAND SURVEYED BY: DV & CB FILE NO.: 24-0234 ENGINEERING DATE: JUNE 7TH, 2024 SCALE: NO SCALE
	PLAN DATE: OCTOBER 23RD, 2024	SHEET C10



GRASS WEIR



CONCRETE STORM MANHOLE



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TITLE PAGE:

PROPOSED SITE DETAILS

PROJECT:

GRAND AVE. APARTMENTS

LOCATION:

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN



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SCALE:

NO SCALE

SHEET

C11

- TYPICAL FLOOR PLAN NOTES:**
- SEE AS SHEETS FOR ENLARGED UNIT AND COMMON USE PLANS
 - ALL EXTERIOR DIMENSIONS ARE FROM FACE-OF-SHEATHING TO FACE-OF-SHEATHING UNLESS NOTED OTHERWISE
 - ALL INTERIOR DIMENSIONS ARE FROM FACE-OF-STUD TO FACE-OF-STUD UNLESS NOTED OTHERWISE
 - ALL INTERIOR WALLS TO BE 2x4 OR 2x6 WOOD STUDS AT 16" O.C. (SEE FLOOR PLAN FOR SIZE) w/ 5/8" GYPSUM BOARD BOTH SIDES - EXTEND TO UNDERSIDE OF STRUCTURE UNLESS NOTED OR DETAILED OTHERWISE (SEE AS SHEETS FOR ADDITIONAL INFO)
 - WHERE AN INTERIOR PARTITION WALL INTERSECTS A RATED DEMISING WALL, THE INTERIOR PARTITION WALL SHALL HAVE A DOUBLE STUD ADJACENT TO THE DEMISING WALL TO MAINTAIN THE INTEGRITY OF THE RATED DEMISING WALL
 - PROVIDE VISUAL AND AUDIBLE EMERGENCY ALARM SYSTEM THROUGHOUT PUBLIC AND COMMON USE AREAS OF BUILDING
 - VERIFY KEY LOCK BOX REQUIREMENTS AND LOCATIONS WITH THE FIRE DEPARTMENT

TYPICAL FLOOR PLAN SYMBOLS:

	WALL TYPE - SEE AS AND A8 SHEETS		SECURITY CAMERA LOCATION
	ROOF DRAIN CONNECTED TO STORM SEWER W/ PVC ADAPTER - SEE CIVIL PLANS		ACCENT WALL - SEE INT. FINISH SCHEDULE
	DOWNSPOUT W/ ROCK LANDSCAPE - SEE CIVIL PLANS		2-WAY COMMUNICATION SYSTEM
	HEARING / VISUALLY IMPAIRED UNIT		FIRE DEPARTMENT CONNECTION LOCATION - PROVIDE SIGN THE STATES "FIRE SPRINKLER RISER ACCESS" WITH 1" H. RED LETTERS ON WHITE BACKGROUND AT 60" ABOVE GRADE
	TYPE 'A' UNIT DESIGNATION		HOSE BIB
	KEY LOCK (KNOX BOX)		EXIT SIGN LOCATION
	AUTOMATIC DOOR OPENER		INDICATES WHEDA TYPE 'A' UNIT LOCATION
	VOICE INTERCOM CONNECTED TO UNITS W/ METHOD OF OPENING DOOR		INDICATES WHEDA TYPE 'B' UNIT LOCATION
	S.L.B. FIRE EXTINGUISHER LOCATION W/ CABINET - SEE SHEET A6.1		NEW STUD WALL CONSTRUCTION
	S.L.B. FIRE EXTINGUISHER LOCATION WALL MOUNTED - SEE SHEET A6.1		(1) HOUR RATED FIRE PARTITION
	RADON VERTICAL VENT - SEE MITIGATION PLANS FOR DETAILS		(1) HOUR RATED FIRE BARRIER
	FLOOR DRAIN		
	CONDUIT FOR FUTURE SOLAR ELECTRIC		

ALL FIRE-ALARMS, SMOKE DETECTORS, HEAT DETECTORS, AND EMERGENCY LIGHTING - CONTRACTOR SHALL PROVIDE CODE-COMP. LAYOUT AND SHALL INCLUDE EMERGENCY LIGHTING SUBMITTAL AND ASSOCIATED COST

RADON SYSTEM SPECIFICATIONS:

- A. REGULATORY REQUIREMENTS**
- SYSTEM SHALL COMPLY WITH LATEST VERSION OF ASTM E1465 "STANDARD PRACTICE FOR RADON CONTROL OPTIONS FOR THE DESIGN AND CONSTRUCTION OF RESIDENTIAL BUILDINGS"
- B. INSTALLATION**
- INSTALL SYSTEM IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS
 - INSTALL PIPING IN PLUMBING TRENCH IN AN ORDERLY MANNER, PARALLEL TO FLOOR SLAB - OFFSET PIPE CONNECTIONS AT EQUIPMENT TO ALLOW FOR SERVICE, SUCH AS REMOVAL OF THE EQUIPMENT
 - INSTALL PIPING TO CONSERVE BUILDING SPACE AND NOT INTERFERE WITH USE OF SPACE AND OTHER WORK - GROUP PIPING WHENEVER PRACTICAL AT COMMON ELEVATIONS
 - INSTALL PIPING TO ALLOW FOR EXPANSION AND CONTRACTION WITHOUT STRESSING PIPE, JOINTS, OR CONNECTED EQUIPMENT WITH RESPECT TO THE BUILDING AND PLUMBING SYSTEM
 - INSTALL SYSTEM BENEATH SOIL-GAS-RETARDER MEMBRANE PARALLEL TO FLOOR SLAB
 - PROVIDE AIR TIGHT PENETRATIONS THROUGH SOIL-GAS-RETARDER MEMBRANE
 - ALL OPENINGS, GAPS AND JOINTS IN ASSEMBLIES IN CONTACT WITH SOIL SHALL BE FILLED OR CLOSED WITH A PERMANENT AIR TIGHT SEAL, TO INCLUDE SANITARY DRAIN AND VENT SYSTEM, WATER CLOSET FLANGES, BELOW GRADE WATER PIPING, ETC.
 - PITCH PIPE DOWNWARDS TOWARDS FOUNDATION VENTILATION SYSTEM AT 1/8" PER FOOT SLOPE (MIN.)
 - PERFORATED PIPE SHALL BE COVERED WITH GEOTEXTILE CLOTH AND SHALL BE RATED FOR INSTALLATION BELOW GRADE UNDER A BUILDING PER CODE REQUIREMENTS
 - PROVIDE MINIMUM 30" VERTICAL SECTION OF PIPING IN ATTIC SPACE FOR CONVERSION OF PASSIVE SYSTEM TO ACTIVE SYSTEM
 - LABEL PIPE WITHIN 12" OF TOP OF SLAB REGARDLESS OF BEING EXPOSED OR CONCEALED PER REQUIREMENTS ELSEWHERE IN THESE SPECIFICATIONS
 - PROVIDE BIRD SCREEN ON VENT TERMINALS THROUGH ROOF
- C. PERFORMANCE REQUIREMENT**
- SYSTEM SHALL REDUCE RADON TO 4 PCIL OR LESS
 - PERFORM 48 HOUR SHORT TERM TEST OF VENTING SYSTEM AFTER CONSTRUCTION IS COMPLETED
 - IF RADON LEVELS ARE ABOVE 4 PCIL, PERFORM SECOND 48 HOUR SHORT TERM TEST
 - IF RADON LEVELS ARE ABOVE 4 PCIL AFTER SECOND TEST, INSTALL SYSTEM VENT FAN, WARNING DEVICE, AND MENOMETER
 - AFTER VENT FAN IS INSTALLED PERFORM 48 HOUR SHORT TERM TEST A MINIMUM OF 30 DAYS AFTER ACTIVATION TO CONFIRM RADON LEVEL OF 4 PCIL OR LESS
- D. ELECTRICAL COORDINATION**
- COORDINATE LOCATION OF VENT PIPES WITH ELECTRICAL CONTRACTOR FOR JUNCTION BOX LOCATION FOR FUTURE VENT FAN

- R.V.** RADON VERTICAL PIPING LOCATION CONNECTED TO RADON MAT IN FLOOR SLAB - SEE STRUCTURAL FOR ROUTING ELEC. CONTRACTOR TO PROVIDE JUNCTION BOX AND WIRE IN ATTIC FOR FUTURE INSTALL OF RADON FAN AT EACH VERTICAL



UNDERGROUND PARKING FLOOR PLAN

SCALE: 1/8" = 1'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

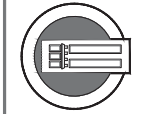
PRELIMINARY SHEET DATES:

M-A DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170

COMMONWEALTH COMPANIES

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171



700 GRAND

700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:
2022.44

SHEET
A1.0

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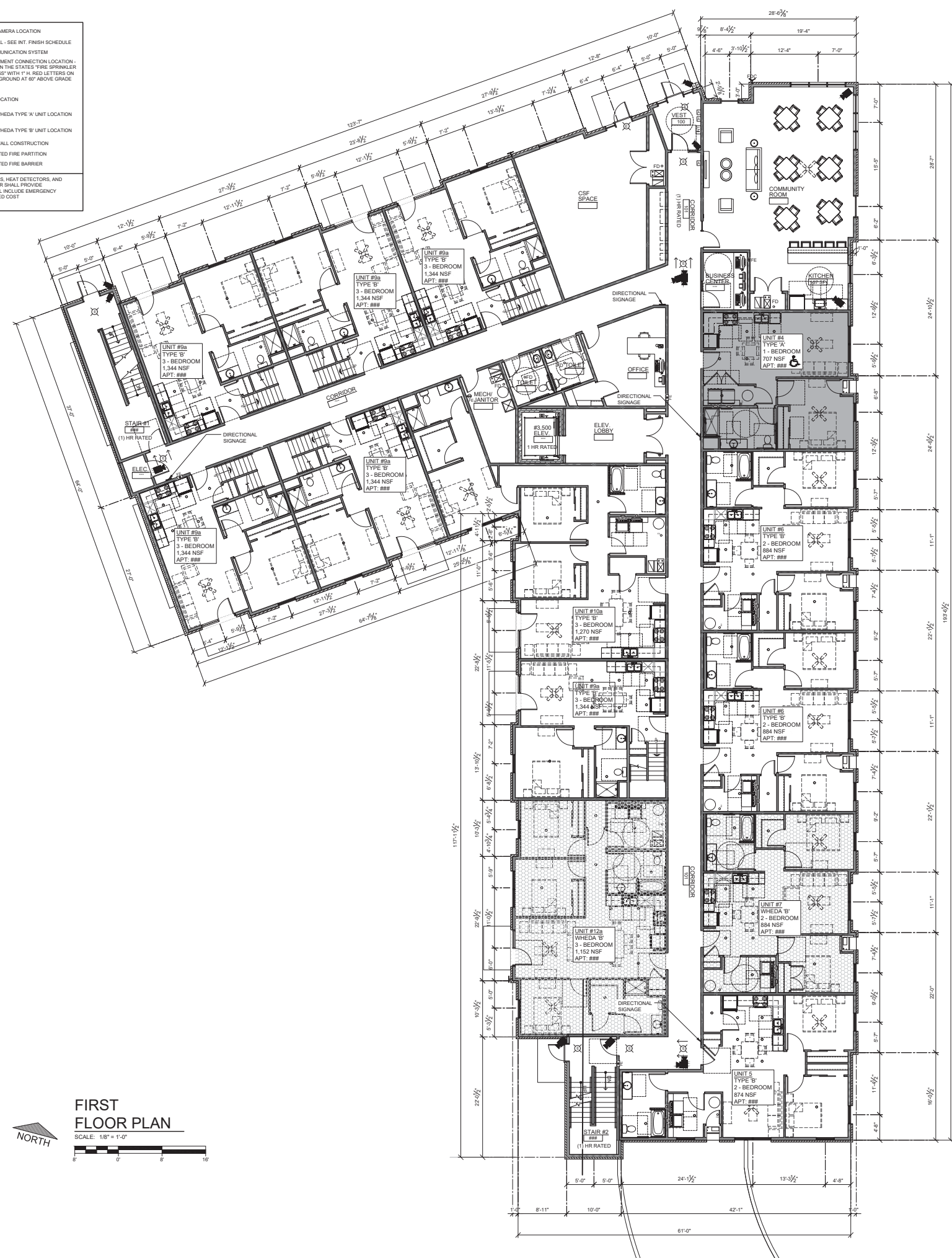
- TYPICAL FLOOR PLAN NOTES:**
- SEE AS SHEETS FOR ENLARGED UNIT AND COMMON USE PLANS
 - ALL EXTERIOR DIMENSIONS ARE FROM FACE-OF-SHEATHING TO FACE-OF-SHEATHING UNLESS NOTED OTHERWISE
 - ALL INTERIOR DIMENSIONS ARE FROM FACE-OF-STUD TO FACE-OF-STUD UNLESS NOTED OTHERWISE
 - ALL INTERIOR WALLS TO BE 2x4 OR 2x6 WOOD STUDS AT 16" O.C. (SEE FLOOR PLAN FOR SIZE) W/ 5/8" GYPSUM BOARD BOTH SIDES - EXTEND TO UNDERSIDE OF STRUCTURE ABOVE UNLESS NOTED OR DETAILED OTHERWISE (SEE AS SHEETS FOR ADDITIONAL INFO)
 - WHERE AN INTERIOR PARTITION WALL INTERSECTS A RATED DEMISING WALL, THE INTERIOR PARTITION WALL SHALL HAVE A DOUBLE STUD ADJACENT TO THE DEMISING WALL TO MAINTAIN THE INTEGRITY OF THE RATED DEMISING WALL
 - PROVIDE VISUAL AND AUDIBLE EMERGENCY ALARM SYSTEM THROUGHOUT PUBLIC AND COMMON USE AREAS OF BUILDING
 - VERIFY KEY LOCK BOX REQUIREMENTS AND LOCATIONS WITH THE FIRE DEPARTMENT

BUILDING SIZE	
FLOOR	AREA
LOWER FLOOR	16,315
FIRST FLOOR	16,315
SECOND FLOOR	16,315
THIRD FLOOR	16,315
FOURTH FLOOR	16,315
TOTAL	81,575

BUILDING UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	15
2 - BEDROOM APARTMENT	16
3 - BEDROOM APARTMENT	19
TOTAL	50

FIRST FLOOR UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	1
2 - BEDROOM APARTMENT	4
3 - BEDROOM APARTMENT	8
TOTAL	13

- TYPICAL FLOOR PLAN SYMBOLS:**
- WALL TYPE - SEE AS AND A8 SHEETS
 - ROOF DRAIN CONNECTED TO STORM SEWER W/ PVC ADAPTER - SEE CIVIL PLANS
 - DOWNSPOUT W/ ROCK LANDSCAPE - SEE CIVIL PLANS
 - HEARING / VISUALLY IMPAIRED UNIT
 - TYPE 'A' UNIT DESIGNATION
 - KEY LOCK (KNOX BOX)
 - AUTOMATIC DOOR OPENER
 - VOICE INTERCOM CONNECTED TO UNITS W/ METHOD OF OPENING DOOR
 - S.L.B. FIRE EXTINGUISHER LOCATION
 - WI CABINET - SEE SHEET A6.1
 - S.L.B. FIRE EXTINGUISHER LOCATION
 - WALL MOUNTED - SEE SHEET A6.1
 - RADON VERTICAL VENT - SEE MITIGATION PLANS FOR DETAILS
 - FLOOR DRAIN
 - CONDUIT FOR FUTURE SOLAR ELECTRIC
 - SECURITY CAMERA LOCATION
 - ACCENT WALL - SEE INT. FINISH SCHEDULE
 - 2-WAY COMMUNICATION SYSTEM
 - FIRE DEPARTMENT CONNECTION LOCATION - PROVIDE SIGN THE STATES "FIRE SPRINKLER RISER ACCESS" WITH 1" H. RED LETTERS ON WHITE BACKGROUND AT 60" ABOVE GRADE
 - HOSE BIB
 - EXIT SIGN LOCATION
 - INDICATES WHEDA TYPE 'A' UNIT LOCATION
 - INDICATES WHEDA TYPE 'B' UNIT LOCATION
 - NEW STUD WALL CONSTRUCTION
 - (1) HOUR RATED FIRE PARTITION
 - (1) HOUR RATED FIRE BARRIER
 - ALL FIRE-ALARMS, SMOKE DETECTORS, HEAT DETECTORS, AND EMERGENCY LIGHTING - CONTRACTOR SHALL PROVIDE CODE-COMPLIANT LAYOUT AND SHALL INCLUDE EMERGENCY LIGHTING SUBMITTAL AND ASSOCIATED COST



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

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700 GRAND

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JOB NUMBER:
2022.44

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FOURTH FLOOR	16,315
TOTAL	81,575

BUILDING UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	15
2 - BEDROOM APARTMENT	16
3 - BEDROOM APARTMENT	19
TOTAL	50

SECOND FLOOR UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	2
2 - BEDROOM APARTMENT	4
3 - BEDROOM APARTMENT	3
TOTAL	9

- TYPICAL FLOOR PLAN SYMBOLS:**
- WALL TYPE - SEE AS AND A8 SHEETS
 - ROOF DRAIN CONNECTED TO STORM SEWER W/ PVC ADAPTER - SEE CIVIL PLANS
 - DOWNSPOUT W/ ROCK LANDSCAPE - SEE CIVIL PLANS
 - HEARING / VISUALLY IMPAIRED UNIT
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 - S.L.B. FIRE EXTINGUISHER LOCATION WALL MOUNTED - SEE SHEET A6.1
 - RADON VERTICAL VENT - SEE MITIGATION PLANS FOR DETAILS
 - FLOOR DRAIN
 - S.E.C. CONDUIT FOR FUTURE SOLAR ELECTRIC
 - SECURITY CAMERA LOCATION
 - ACCENT WALL - SEE INT. FINISH SCHEDULE
 - 2-WAY COMMUNICATION SYSTEM
 - FIRE DEPARTMENT CONNECTION LOCATION - PROVIDE SIGN THE STATES "FIRE SPRINKLER RISER ACCESS" WITH 1" H. RED LETTERS ON WHITE BACKGROUND AT 60" ABOVE GRADE
 - HOSE BIB
 - EXIT SIGN LOCATION
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 - INDICATES WHEDA TYPE 'B' UNIT LOCATION
 - NEW STUD WALL CONSTRUCTION
 - (1) HOUR RATED FIRE PARTITION
 - (1) HOUR RATED FIRE BARRIER
 - ALL FIRE-ALARMS, SMOKE DETECTORS, HEAT DETECTORS, AND EMERGENCY LIGHTING - CONTRACTOR SHALL PROVIDE CODE-COMPLIANT LAYOUT AND SHALL INCLUDE EMERGENCY LIGHTING SUBMITTAL AND ASSOCIATED COST



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH

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PRELIMINARY SHEET DATES:

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lpetrie@madesigninc.net (920) 922-8170

TYPICAL FLOOR PLAN NOTES:

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- PROVIDE VISUAL AND AUDIBLE EMERGENCY ALARM SYSTEM THROUGHOUT PUBLIC AND COMMON USE AREAS OF BUILDING
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SECOND FLOOR	16,315
THIRD FLOOR	16,315
FOURTH FLOOR	16,315
TOTAL	81,575

BUILDING UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	15
2 - BEDROOM APARTMENT	16
3 - BEDROOM APARTMENT	19
TOTAL	50

THIRD FLOOR UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	6
2 - BEDROOM APARTMENT	4
3 - BEDROOM APARTMENT	5
TOTAL	15

TYPICAL FLOOR PLAN SYMBOLS:

- | | | | |
|--------|--|-------------------------------|---|
| | WALL TYPE - SEE AS AND AB SHEETS | | ACCENT WALL - SEE INT. FINISH SCHEDULE |
| RD. | ROOM DRAIN CONNECTED TO STORM SEWER W PVC PIPAGE - SEE CIVIL PLANS | FDC | 2-WAY COMMUNICATION SYSTEM |
| DRI | DOWNSPOUT FOR ROOF LANDSCAPE - SEE CIVIL PLANS | | FIRE DEPARTMENT CONNECTION LOCATION PROVIDE SIGNIFICANT RED LETTERING IN RISER ACCESS WITH "F.H. RED LETTERS OF WHITE BACKGROUND AT 80' ABOVE GRADE |
| | HEARING / VISUALLY IMPAIRED UNIT | T | HOSE BIB |
| A | TYPE 'A' UNIT DESIGNATION | | EXIT SIGN LOCATION |
| K | KEY LOCK (KNOX BOX) | | |
| | AUTOMATIC DOOR OPERATOR | | INDICATES WHEREA TYPE 'A' UNIT LOCATION |
| INT | VOICE INTERCOM CONNECTED TO UNITS W/ METHOD OF OPENING DOOR | | INDICATES WHEREA TYPE 'B' UNIT LOCATION |
| L.B. | 1 B.FIRE EXTINGUISHER LOCATION W/ CABINET - SEE SHEET A6.1 | | NEW STUD WALL CONSTRUCTION |
| TE | 5 L.B.FIRE EXTINGUISHER LOCATION WALL MOUNTED - SEE SHEET A6.1 | (1) HOUR RATED FIRE PARTITION | |
| | | (1) HOUR RATED FIRE BARRIER | |
| R.V. | RADIUM VERTICAL VENT
SEE MITIGATION PLANS FOR DETAILS | | |
| F.D | FLOOR DRAIN | | ALL FIRE-ALARMS, SMOKE DETECTORS, HEAT DETECTORS, AND EMERGENCY LIGHTING - CONTRACTOR SHALL PROVIDE COORD-LAYOUT AND WALK-THROUGH VERIFICATION LIGHTING SUBMITTAL AND ASSOCIATED COST |
| S.E.C. | CONDUIT FOR FUTURE SOLAR ELECTRIC | | |



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY
SHEET DATES:



24 SOUTH BROOKE STREET
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COMMONWEALTH

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JOB NUMBER:

2022.44

SHEET

A1.3

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TOTAL	81,575

BUILDING UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	15
2 - BEDROOM APARTMENT	16
3 - BEDROOM APARTMENT	19
TOTAL	50

FOURTH FLOOR UNIT COUNT	
UNIT TYPE	QUANTITY
1 - BEDROOM APARTMENT	6
2 - BEDROOM APARTMENT	4
3 - BEDROOM APARTMENT	3
TOTAL	13

- TYPICAL FLOOR PLAN SYMBOLS:**
- WALL TYPE - SEE AS AND A8 SHEETS
 - ROOF DRAIN CONNECTED TO STORM SEWER W/ PVC ADAPTER - SEE CIVIL PLANS
 - DOWNSPOUT W/ ROCK LANDSCAPE - SEE CIVIL PLANS
 - HEARING / VISUALLY IMPAIRED UNIT
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 - AUTOMATIC DOOR OPENER
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 - S.L.B. FIRE EXTINGUISHER LOCATION WALL MOUNTED - SEE SHEET A6.1
 - RADON VERTICAL VENT - SEE MITIGATION PLANS FOR DETAILS
 - FLOOR DRAIN
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 - EXIT SIGN LOCATION
 - INDICATES WHEDA TYPE 'A' UNIT LOCATION
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FOURTH FLOOR PLAN

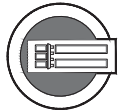
SCALE: 1/8" = 1'-0"

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PRELIMINARY SHEET DATES:

M-A DESIGN, INC.
24 SOUTH BROOKE STREET
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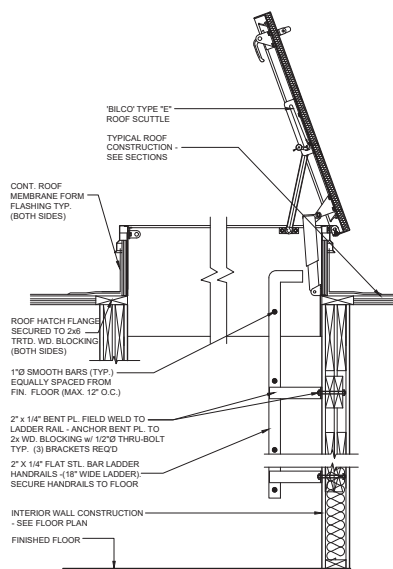
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700 GRAND AVE.
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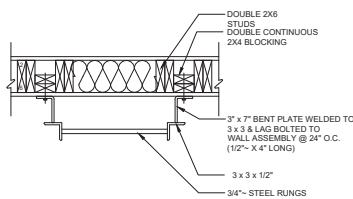
SHEET
A1.4

GENERAL ROOF PLAN NOTES:

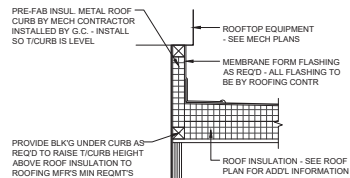
- | | | | |
|------|--|------|--|
| R.O. |  | O.D. | = ROOF DRAIN AND OVERFLOW DRAIN
LOCATION - SEE DETAIL 2/A1.4a |
| |  | OS | = OVERFLOW SCUPPER PIPING |
| |  | | = ROOF SLOPE DIRECTION |
| |  | R.V. | RADON VERTICAL VENT - SEE
MITIGATION PLANS FOR DETAILS |
| | <ul style="list-style-type: none"> 60 MIL EPDM MEMBRANE (BLACK); RIGID INSULATION AS REQ. (R-30 MIN.) - MIN. 2" AT ROOF DRAIN ROOFING CONTRACTOR TO PROVIDE AND INSTALL MEMBRANE FOR FLASHING FOR ROOF PENETRATIONS PER ROOF MEMBRANE MANUFACTURER'S REQUIREMENTS SEE MECHANICAL DRAWINGS FOR LOCATION AND SIZE OF ALL ROOF PENETRATIONS AND CURBS REQUIRED FOR MECHANICAL EQUIPMENT ROOF PENETRATIONS TO BE PAINTED TO MATCH ROOF COLOR | | |



4 ROOF HATCH DETAIL
A1.4a SCALE: 1" = 1'-0"

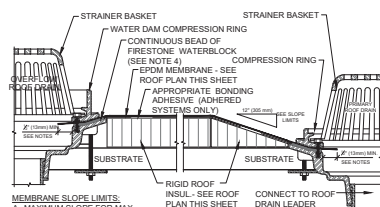


5 LADDER DETAIL
A1.4a SCALE: 1" = 1'-0"

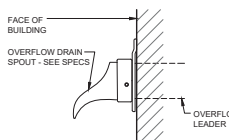


1 TYPICAL ROOF CURB
A1.4a NO SCALE

- NOTES:**
1. HOLE IN MEMBRANE SHOULD EXTEND A MINIMUM OF 1/2" (13 mm) BEYOND CLAMPING RING AND SHOULD NOT BE SMALLER THAN THE DIAMETER OF THE LEADER PIPE.
 2. APPROPRIATE INSULATION ADJACENT TO DRAIN TO HAVE APPROPRIATE BONDING SURFACE.
 3. WATERBLOCK MIN OF 1/2 OF 10 OZ (295ML) TUBE PER 4" DRAIN. USE ADDITIONAL WATERBLOCK FOR LARGER DRAINS.



2 TYPICAL ROOF DRAIN
A1.4a NO SCALE



3 OVERFLOW SPOUT
A1.4a NO SCALE

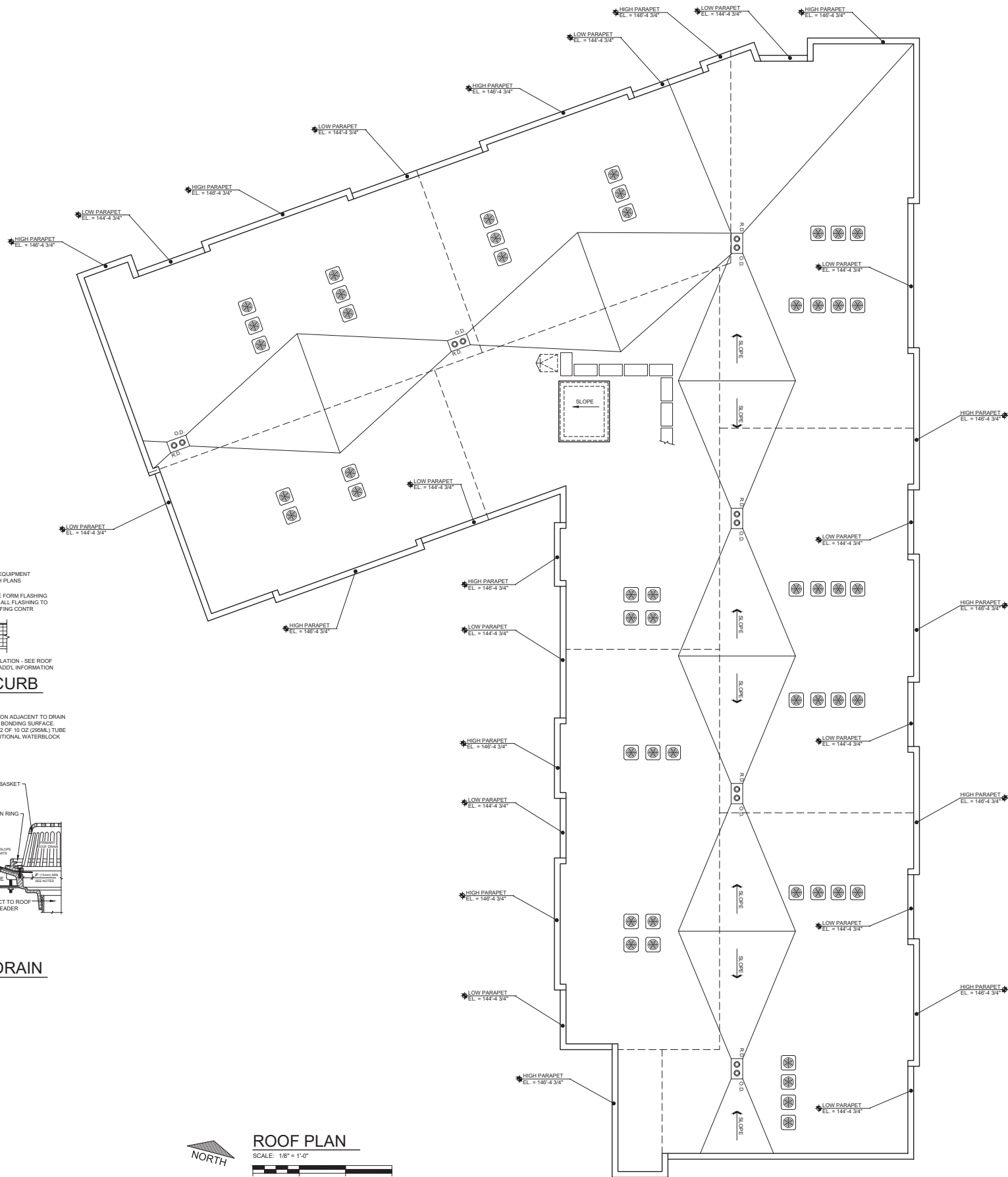


ROOF PLAN

SCALE: 1/8" = 1'-0"

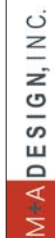


8' 0' 8' 16'



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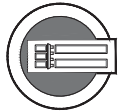
DATE	DESCRIPTION



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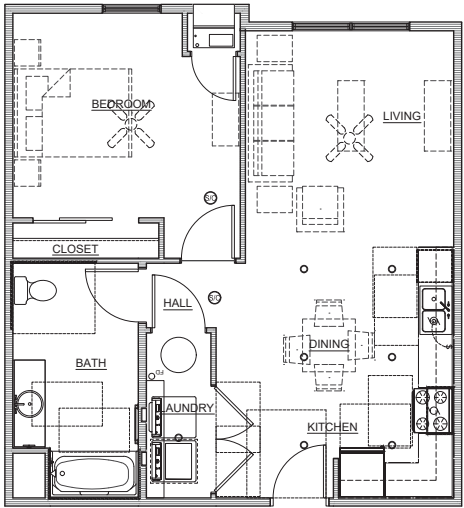
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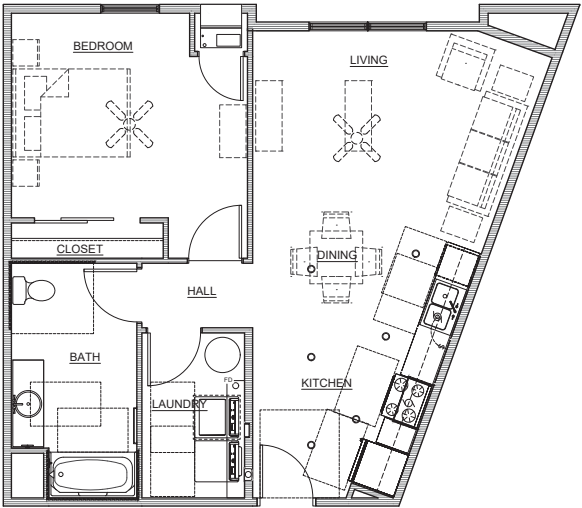
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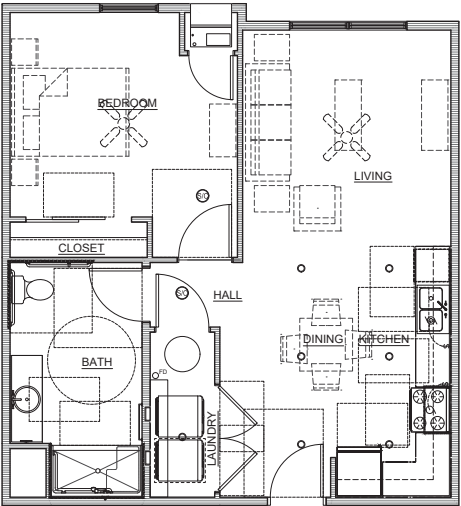
UNIT TYPE #2
1 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	672 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	715 SF



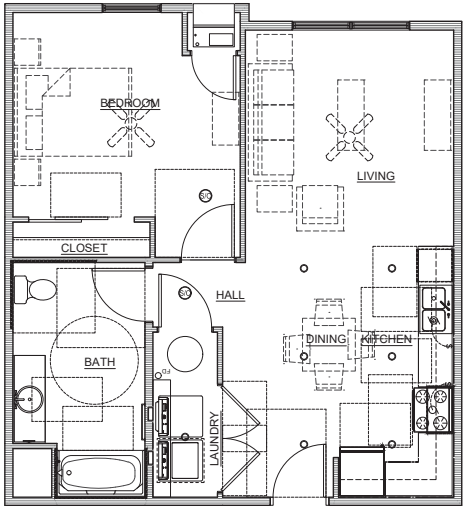
UNIT TYPE #1
1 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	701 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	751 SF



UNIT TYPE #4
1 BEDROOM - TYPE 'A'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	672 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	715 SF

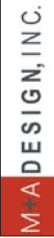


UNIT TYPE #3
1 BEDROOM - WHEDA 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	672 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	715 SF

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

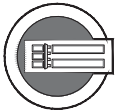
PRELIMINARY SHEET DATES:



24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170



24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171



700 GRAND

700 GRAND AVE.
WAUSAU, WI

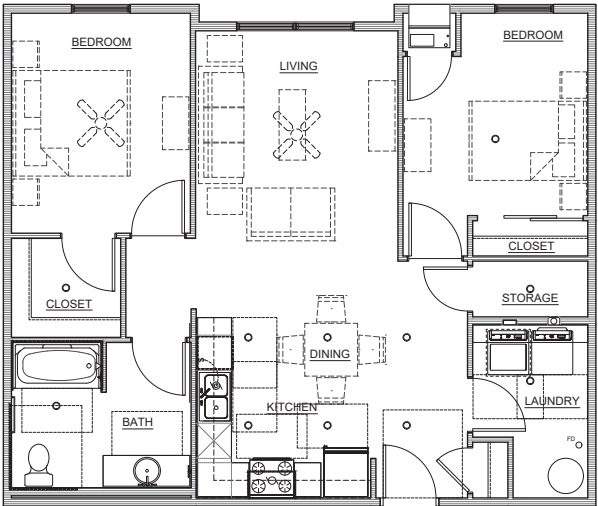
JOB NUMBER:

2022.44

SHEET

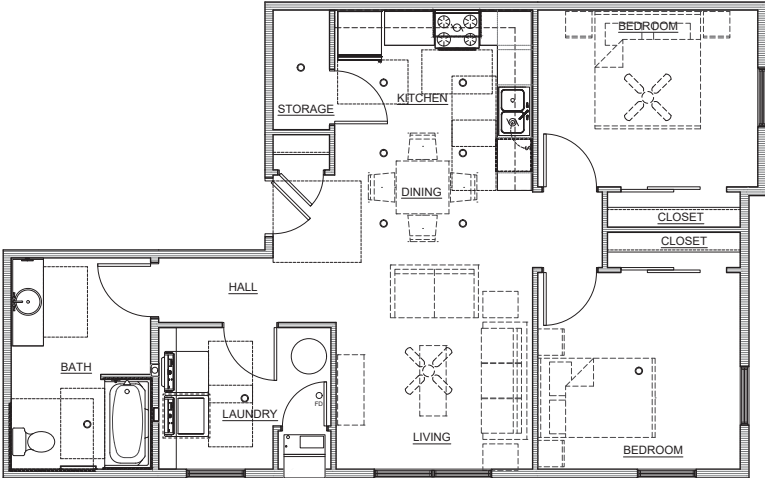
A5.2

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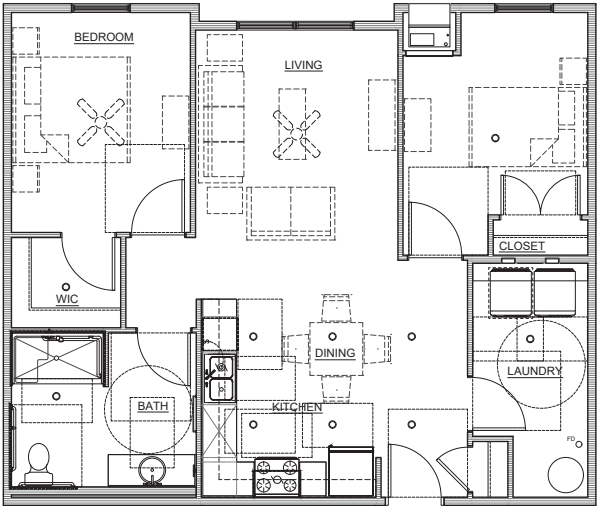
UNIT TYPE #6
2 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	884 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	935 SF



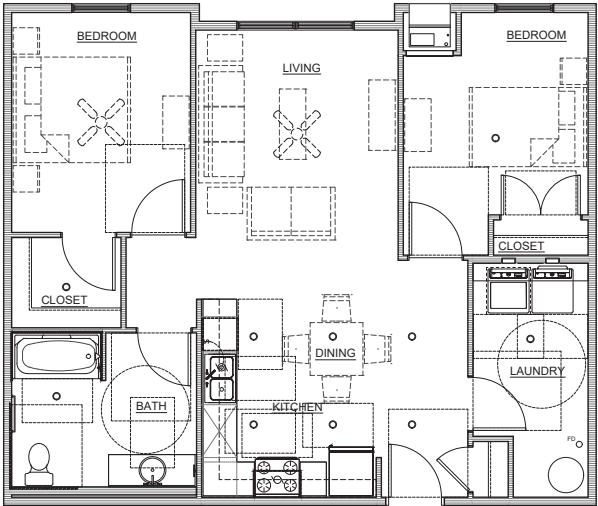
UNIT TYPE #5
2 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	874 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	938 SF



UNIT TYPE #8
2 BEDROOM - WHEDA 'A'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	884 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	935 SF



UNIT TYPE #7
2 BEDROOM - WHEDA 'B'

SCALE: 1/4" = 1'-0"	
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	884 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	935 SF

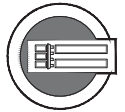
PRELIMINARY SHEET DATES:

M+A DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
lpetrie@madesigninc.net (920) 922-8170

COMMONWEALTH COMPANIES

24 SOUTH BROOKE STREET
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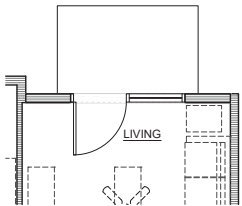
700 GRAND
700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:
2022.44
SHEET
A5.3

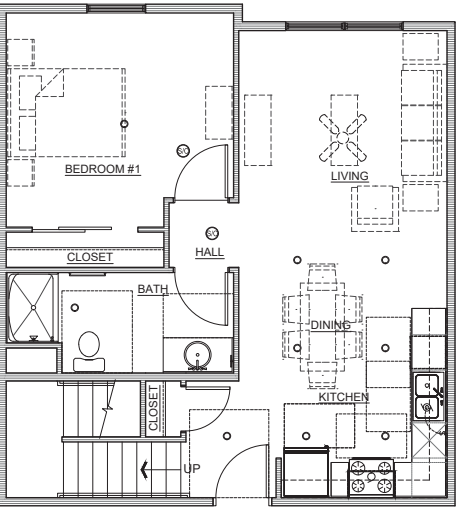
UNIT TYPE #9a
3 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"

UNIT NET AREA - LOWER LEVEL:	672 SF
UNIT NET AREA - UPPER LEVEL:	672 SF
TOTAL UNIT NET AREA:	1,344 SF
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	
UNIT GROSS AREA - LOWER LEVEL:	715 SF
UNIT GROSS AREA - UPPER LEVEL:	715 SF
TOTAL UNIT GROSS AREA:	1,430 SF
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	



LOWER FLOOR

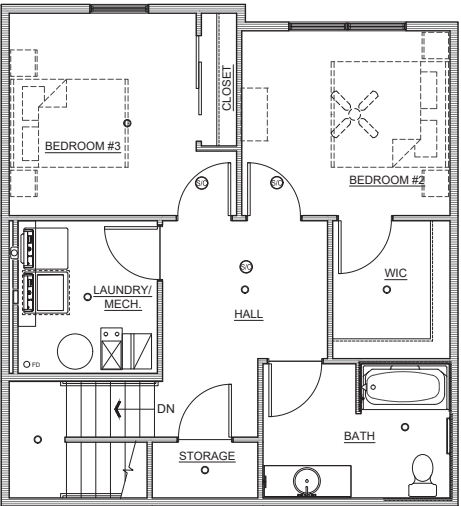


LOWER FLOOR

UNIT TYPE #9
3 BEDROOM - TYPE 'B'

SCALE: 1/4" = 1'-0"

UNIT NET AREA - LOWER LEVEL:	672 SF
UNIT NET AREA - UPPER LEVEL:	672 SF
TOTAL UNIT NET AREA:	1,344 SF
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	
UNIT GROSS AREA - LOWER LEVEL:	715 SF
UNIT GROSS AREA - UPPER LEVEL:	715 SF
TOTAL UNIT GROSS AREA:	1,430 SF
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	



UPPER FLOOR

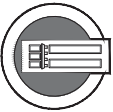
700 GRAND

700 GRAND AVE.
WAUSAU, WI

COMMONWEALTH
COMPANIES

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M-A DESIGN, INC.

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PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

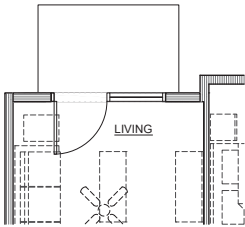
PRELIMINARY SHEET DATES:

JOB NUMBER:

2022.44

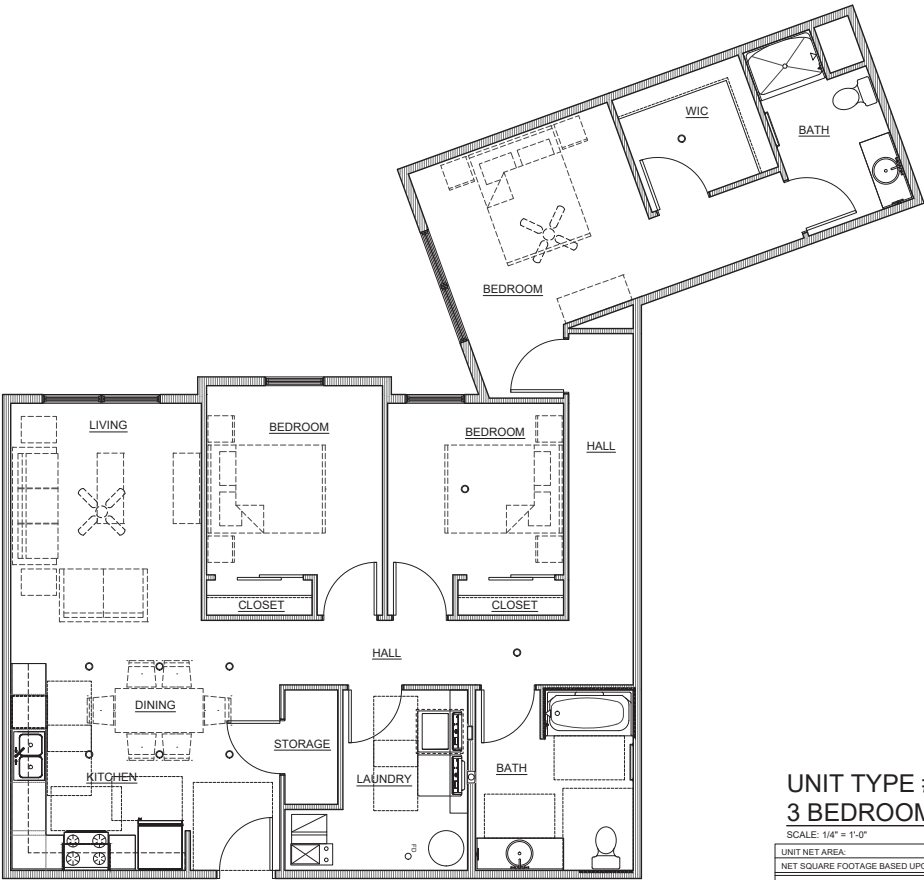
SHEET

A5.4



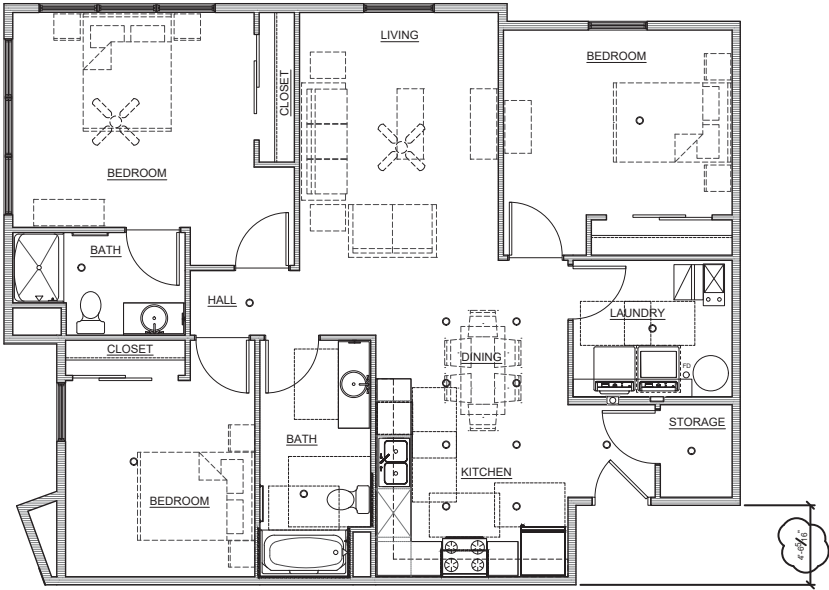
UNIT TYPE #10a
3 BEDROOM - TYPE 'B'

UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,270 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,346 SF



UNIT TYPE #10
3 BEDROOM - TYPE 'B'

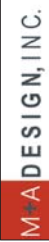
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,270 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,346 SF



UNIT TYPE #11
3 BEDROOM - TYPE 'B'

UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,206 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,272 SF

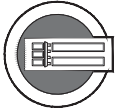
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700 GRAND

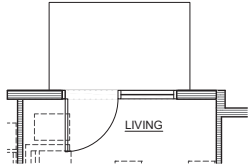
700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:

2022.44

SHEET

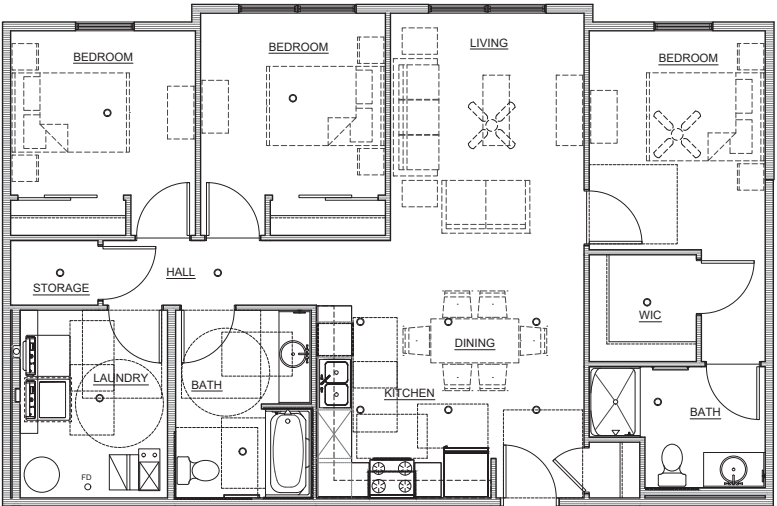
A5.5



UNIT TYPE #12a
3 BEDROOM - WHEDA 'B'

SCALE: 1/4" = 1'-0"

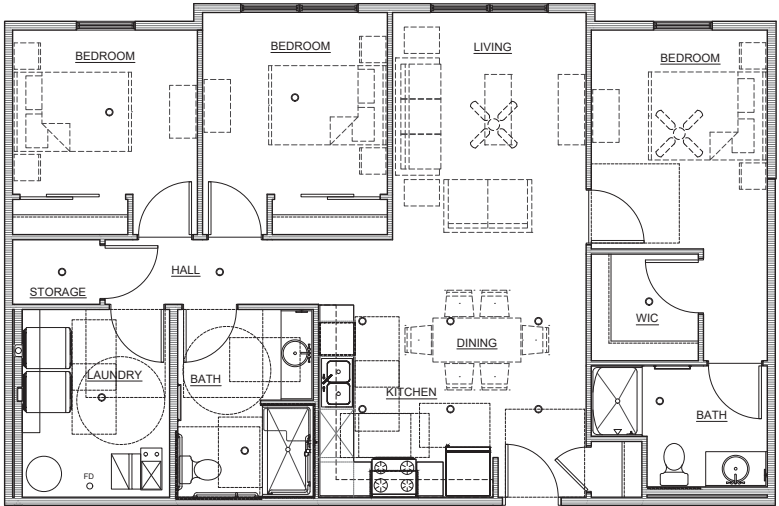
UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,152 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,214 SF



UNIT TYPE #12
3 BEDROOM - WHEDA 'B'

SCALE: 1/4" = 1'-0"

UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,152 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,214 SF



UNIT TYPE #13
3 BEDROOM - WHEDA 'A'

SCALE: 1/4" = 1'-0"

UNIT NET AREA:	
NET SQUARE FOOTAGE BASED UPON HEATED AREA ONLY	1,152 SF
UNIT GROSS AREA:	
GROSS SQUARE FOOTAGE BASED UPON EXTERIOR WALL, CORRIDOR WALL, AND CENTERLINE OF DEMISING WALL	1,214 SF

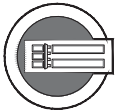
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700 GRAND

700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:
2022.44

SHEET

A5.6

RESOLUTION OF THE FINANCE COMMITTEE

Establishing the 2025 Property Tax Equivalent for Wausau Water Works.

Committee Action: Approved 3-2

Fiscal Impact: None

File Number: 23-1121

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Wausau Water Works</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$1,590,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Financed through user fees</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, 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 2025 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 2025 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 2025; 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 2025; and

BE IT FURTHER RESOLVED, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

Doug Diny, Mayor

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

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

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

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

Human Resources Committee Members Excused: Terry Kilian (VC)

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

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

Discussion and possible action establishing the water utility tax equivalent.

Tierney questioned what would happen should this be reduced. It was stated this would cause a deficit in the 2025 budget and would not have a direct impact on utility rates.

Henke questioned the calculation set by the Wisconsin Public Service Commission for setting the tax equivalent. It was stated this was based on the value of assets times the tax rate.

Martens stated it was a good idea to bring this back for consideration each year to discuss the matter and noted the capital improvement funds brought to the utility via ARPA allocations and federal funding.

Gisselman stated this matter should have come before the committee before the budget was passed. Gisselman stated an expectation that the utility would be in a better position to make more substantive changes to the tax equivalent.

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

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2025 through December 31, 2025.

Committee Action: Pending

Fiscal Impact: The net 2025 contract price of \$39,445, with a credit for less than 250 animals brought in at \$185 per animal, and a charge of \$200 per animal beyond 250.

File Number: 03-0717

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$39,445 Budgeted for Impoundment Costs</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund receives the majority of financing from pet license</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, effective January 1, 2024, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, that contract expires December 31, 2024, and there is a need to provide for the care of such animals; and

WHEREAS, funding for this service is provided in the 2025 Animal Control Fund Budget and;

WHEREAS, your Finance Committee, on December 10, 2024, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody within the City of Wausau by law enforcement or humane officers, for a one-year period from January 1, 2025 through December 31, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

Doug Diny, Mayor

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2025 - \$46,250 for the contract, for up to 250 non-dog strays LESS 2023 Return To Owner credits of \$1,070 and 2023 credit of \$5,735 for animals received less than 250 for a NET contract amount of \$39,445 for 2025.

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray.

2.1 The NET 2025 contract price of \$39,445 shall be due and paid in full on or before January 30, 2025.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2025 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2025 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2026.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2024 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2023, there were 39 cats and 1 bird that qualified for a credit of \$1,070.00 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2025 FOR 2023 RETURN TO OWNER ANIMALS IS \$1,070.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2025 through December 31, 2025. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau or Everest Metro.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entities entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Doug Diny
City of Wausau
407 Grant Street
Wausau WI 54403

Kaitlyn Bernarde
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Amanda Molin
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Doug Diny, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, CITY CLERK, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Amanda Molin, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN Executive Director, HSMC	Date
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AMANDA MOLIN President Board of Directors, HSMC	Date
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FOR MUNICIPALITY:

DOUG DINY Mayor, MUNICIPALITY Contract Administrator	Date
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KAITLYN BERNARDE City Clerk	Date
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WAUSAU

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

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Finance Committee

Date: December 10, 2025

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

Purpose:

Requesting renewal of the one-year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the City of Wausau.

The 2025 agreement is for 250 non-dog strays, remaining the same from the 2024 contract. Five-year period (2019-2023) of City of Wausau non-dog stray numbers averaged less than 250. If less than 250 non-dog strays are brought in during the 2024 contract year, a credit shall be given to the city of Wausau in the form of a carry-over, applied to the following year's contract.

2019	2020	2021	2022	2023
253	198	226	242	219

Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2023 Return to Owner credits of \$1,070, and LESS animals received in 2023 under count of 250 credit of \$5,735) for a **NET contract amount of \$39,445 for 2025**. For any non-dog stray brought in beyond count of 250, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$185 per non-dog stray.

Recommendation:

The Wausau Police Department recommends approving the renewal of the one-year contract.

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

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

Approve bargaining agreement between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLE for January 1, 2025 through December 31, 2027.

Committee Action: *Pending*

HR Approved *Pending*

Fiscal Impact:

File Number: 02-1217

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Representatives of the City of Wausau (hereby referred to as “City”) and the Local 415, IAFF, AFL-CIO and CLC (hereafter referred to as the “Firefighter Union”) have agreed to the provisions of a collective bargaining agreement encompassing the time period of January 1, 2025 to December 31,2027, the summary of the agreement being attached; and

WHEREAS, your Human Resources Committee at their 12-10-2024 meeting and Finance Committee at their 11-26-2024 meeting recommend the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Firefighter Union, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a three-year agreement, encompassing the periods of January 1, 2025 to December 31, 2027 , and

BE IT FURTHER RESOLVED that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

Doug Diny, Mayor

CITY OF WAUSAU

AND

**WAUSAU FIREFIGHTER ASSOCIATION
LOCAL 415, IAFF, AFL-CIO and CLC**



LABOR AGREEMENT

January 1, 202~~3~~⁵ to December 31, ~~2024~~²⁰²⁷

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WAUSAU FIREFIGHTERS ASSOCIATION LABOR AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered by and between the City of Wausau, a municipal body corporate, as municipal employer, hereinafter referred to as "City" and Local 415, IAFF, Wausau Firefighters Association, AFL-CIO and CLC, hereinafter referred to as "Union".

WITNESSETH

WHEREAS, the City and the Union have reached an amicable understanding with respect to the employer-employee relationship which exists between them and desire to enter into a complete agreement covering the rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged.

IT IS AGREED AS FOLLOWS:

Article 1 - RECOGNITION

The City continues to recognize Local 415, IAFF, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, fringe benefits, hours, and conditions of employment for the following employees: Lieutenant/Firefighting, Engineer, Firefighter/Operations, Lieutenant/Inspections, and Firefighter/Inspections. Expressly excluded from the bargaining unit of the Wausau Firefighters Association are the Chief, Deputy Chief, Fire Marshal, EMS Division Chief and Battalion Chiefs.

In the event new operations or new installations are commenced by the City or in the event new positions are created or reclassifications occur with respect to existing positions with respect to the present activities and operations of the City, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Article 2 - BULLETIN BOARDS

The City agrees to provide space for separate bulletin boards for the Union's use at each station and allow them to be erected in locations to be agreed upon for posting notices regarding Union affairs, restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives,

credit unions, and unemployment compensation information and other notices concerning Union Affairs which are not political or controversial in nature. Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

Article 3 - DUES DEDUCTION

- A. **Dues Deduction:** The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 415 as the monthly dues of the Union. Deduction shall be made commencing with the first payroll period in January. The City shall forward the dues collected to the Secretary-Treasurer of Local 415 each month.
- B. **Termination:** Deductions will be made or terminated by the employee giving thirty (30) days written notice to the City and the Union effective at the end of the payroll period following the thirty (30) days.
- C. **Indemnification:** The Union shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability or costs against the City which arise out of the City's compliance with the dues check-off agreement. This statement shall not require the Union to pay an administrative fee or other charge to the City for the implementation of this dues deduction program.

Article 4 - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract.

These rights include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To hire, promote, transfer, assign and retain employees in position with the City.
- C. To suspend, demote, discharge and take other disciplinary action against employees pursuant to the ordinances of the City of Wausau, subject to the Grievance Procedure where applicable.
- D. To relieve employees from their duties because of lack of work or other legitimate

reasons.

- E. To maintain efficiency of City government operation entrusted to it.
- F. To take whatever action is necessary to comply with State or Federal law.
- G. To introduce new or improved methods or facilities.
- H. To change existing methods or facilities.
- I. To contract out for goods and services.
- J. To determine the methods, means and personnel by which such operations are to be conducted.
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency.
- L. To establish reasonable rules and regulations. The Union acknowledges that the establishment and modifications of the rules and regulations of the Wausau Fire Department are within the sole and exclusive power of the Chief and that s/he may establish, modify and repeal rules or regulations. The Chief will submit any new rule or regulation to the bargaining committee of the Union in advance of the effective date of the new rule or regulation, whenever possible, and the Union will be provided the opportunity of discussing the new rule or regulation with the Chief. However, the City agrees that such rules or regulations will be reasonable with the reasonableness of the rules subject to the grievance procedure.
- M. To determine the number, structure and location of departments and divisions and number and kind of positions and job classifications with the Wausau Fire Department.

Article 5 - UNION ACTIVITY

The Union shall be required to provide written notification to the Chief, the Human Resources Committee and the Labor Negotiator with seven (7) days following the election or selection of Union officers, stewards or other Union officials including members of the Bargaining and Grievance Committees. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal work day.

Article 6 - FAIR SHARE AGREEMENT

- A. **Membership Not Required:** Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.
- B. **Forfeiture:** In the event that the bargaining representative, through its officers, authorizes or encourages its members to engage in any strike or work stoppage against the City, the deductions and payments of fair share contributions made in accordance with this agreement, and also including any voluntary dues deduction (check-off) privileges, shall be terminated forthwith by the City. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever will be made from the earnings of any employee, nor shall any payment whatever be made to the Treasurer of the bargaining representative by the City. The Association action referred to in Article 27(B) shall be considered in determining whether or not the Association caused, encouraged or authorized the strike.
- C. **Administrative Fee:** The Association shall pay the City seventy-eight dollars (\$78.00) per year payable on or before the 1st of February each year to partially cover the administrative expenses of dues deduction.
- D. **Responsibilities of the City and the Collective Bargaining Representative:**
1. If an error is discovered with respect to deductions under this provision, the City shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the collective bargaining representative. The City shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from the employee's wages earned.
 2. **Indemnification and Hold Harmless Provision:** The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability including court costs or damages that arise out of or by reason of action taken or not taken by the City in compliance with the provisions of this agreement.
 3. **Trust Account:** During the pendency of any action brought challenging the provisions of this agreement or the right of the City and the collective bargaining representative to enter into such agreement, all sums which the City has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the Treasurer of the collective bargaining representative shall be placed in trust

with the Treasurer of the City pending the ultimate disposition of such action. On disposition of the action, if it is determined the funds held in trust are to be paid to the Association, the Association shall be entitled to the interest which was earned on such funds during the pendency of the action.

Article 7 - DISCRIMINATION

- A. The City agrees not to discriminate against any employee or group of employees for union activity. The City and the union agree that there shall be no discrimination and/or harassment against any employee or applicant protected under Federal and State laws including but not limited to: Title VII, Civil Rights Act of 1964, ADA and the Pregnancy Discrimination Act. Discrimination includes adverse employment action because of race, color, creed, national origin, religion, sex, arrest record or conviction record, disability, marital status or sexual orientation. Alleged violations of this article are not subject to the grievance and arbitration provisions contained herein.
- B. The City agrees to reasonably accommodate employees who become disabled, either on or off the job, to the fullest extent required by law. All members who elect to seek a duty accommodation or special assignment due to a medical condition must notify the Fire Chief or his/her designee as soon as practicable. An employee being returned to work with restrictions must provide medical documentation which includes an assessment of the member's ability to perform the essential functions of the job and any medically required limitations. Accommodations for temporary disabilities will be made with the approval of the Fire Chief. Firefighters who receive duty accommodations or special assignments due to temporary disabilities will have their schedules and wages converted for the duration of the duty accommodation or special assignment according to Article 13 Workweek and Article 18 Sick Leave. Disability accommodations will be based upon the specific medical capabilities of the firefighter and may include, but not necessarily be limited to, the following:
1. Equipment or facility modifications
 2. Temporary duty assignments
 3. Job restructuring
 4. Part-time or modified work schedules
 5. Job reassignment. For temporary disabilities reassignment limited within the Department.
- C. Firefighters are required to notify the Fire Chief or designee of any changes in medical restrictions on the same day as the change. The Fire Chief has the authority to re-evaluate and assign temporary assignments based on new medical information and the needs of the department.

Article 8 - GRIEVANCE PROCEDURE

- A. **Definition of Grievance:** A grievance shall mean any dispute which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees concerning the interpretation or application of this contract. Prior to filing a written grievance, employees will be expected to orally present their dispute or concern to their supervisor or Battalion Chief, giving them full opportunity to address the concerns through normal management practices and the chain of command.
- B. **Time Limitations:** If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- C. **Settlement of Grievance:** Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. **Steps in Procedure:**

Step 1: The grievant, alone or with a union representative, shall, within ten (10) business days after he/she knew or should have known of the cause of such grievance, and having tried to resolve the grievance orally with his/her supervisor, or Battalion Chief shall prepare a written grievance on forms provided by the City and present the written grievance to the Battalion Chief. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The Deputy Chief shall meet with the employee and discuss the grievance on the day it is presented. The employee may have Union representation present if he/she desires it, but Union representation shall be by no more than two (2) representatives and one legal representative. The Deputy Chief may have one (1) additional department manager present to hear the grievance presentation. The Deputy Chief shall inform the Union and aggrieved employee in writing of his or her decision with three (3) working days (Monday through Friday, holidays excepted) of hearing the grievance. The Deputy Chief may respond by either affirming the grievance, denying the grievance, or declaring an inability to resolve the grievance. An inability to resolve shall be considered the same as denial of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 1 decision present the grievance to the Fire Chief. The Chief shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance. Said meeting shall occur within

fourteen (14) business days of the submission by the employee. The Chief will review and investigate the grievance and inform the aggrieved employee and the union in writing of the decision within ten (10) business days after the meeting with the grievant and the Chief.

Step 3: If the grievance is not settled at Step 2, the grievant, with one (1) union representative, may, within seven (7) business days after the written Step 2 decision, prepare a written appeal on forms supplied by the City and present the appeal to the Human Resources Director. The Human Resources Director shall meet with the employee and not to exceed two (2) union representatives and one legal representative to discuss the grievance appeal. Said meeting shall occur within eight (8) business days of the submission of the appeal by the employee. The Human Resources Director will review and investigate the grievance and inform the aggrieved employee and the Union in writing of the decision within five (5) business days after the meeting with the grievant.

Step 4: If the grievance is not settled in the third step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes, but rather relates to the interpretation of the contract, shall be submitted to the Human Resources Committee. This appeal shall take place within five (5) business days after receipt of the written decision of the Human Resources Director. The Human Resources Committee shall meet with the employee and not to exceed two (2) union representatives to discuss the grievance at a time and date mutually agreed upon by the parties. The date for the meeting with the Human Resources Committee shall be established within fourteen (14) business days of the date the grievance is appealed to Step 4. The Human Resources Committee, after review and investigation, shall, within ten (10) business days after the meeting, inform the aggrieved employee and the Union in writing of its decision.

Step 5: If the grievance is not settled in the fourth step, the subject matter of the grievance may be appealed to arbitration within five (5) business days after receipt of the written decision of the Human Resources Committee.

E. Arbitration:

1. Time Limits: If a satisfactory settlement is not reached in Step 2 or Step 3, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) business days after the decision of either the Fire Chief or the Human Resources Committee, whichever is applicable, that they intend to process the grievance to arbitration.
2. Method of Selection: Before the initial arbitration hearing, the City and Union Grievance Committee shall use their best efforts to select a mutually agreeable

arbitrator. If the City and the Union Grievance Committee are unable to agree on an arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission (WERC) to prepare a list of five (5) impartial arbitrators. If neither party requests the list from the Wisconsin Employment Relations Commission within twenty (20) business days after the notification of the intent to arbitrate, the grievance shall be considered waived. The Union Grievance Committee and the City shall then alternately strike two (2) parties each on the slate with the Union exercising the first and third strikes. The Union and City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of their appointment in a joint statement from the City and the Union.

3. Arbitration Hearing: The arbitrator shall use their best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties.
4. Costs: Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including attorney's fees. Testimony or other participation by employees, during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall be reimbursed for or paid for by the City only if the participant is on duty.
5. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. If a discharged employee is found to have been unjustly discharged, he/she shall be reinstated to his/her former position and receive pay for all time lost or some other appropriate action as the arbitrator may decide.
6. Time and Motion Limit: During all steps of the Grievance Procedure, all employees of the Union or the Union itself shall maintain records of their time in processing the grievance during work hours. Employees shall also maintain records of all time expended on Union business during the normal work day. These records shall be maintained on a monthly basis and forwarded to the Fire Chief within seven (7) days following the close of the month. If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work area to conduct Union business. Where permissible under State law, the

Union, with the approval of the Chief, shall have the right to conduct Union meetings at the Central Fire Station.

Article 9 - PROBATIONARY PERIOD

Probationary Period: All new employees shall serve a probationary period of one year from date of hire. During the probationary period, the employee shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire. EMT Basic employees will be on probation and continue on probation for one year after receiving their paramedic licensure.

Article 10 - SENIORITY

- A. **Definition:** Seniority is the actual continuous length of service for which payment has been received from the City by the employee since his/her most recent date of hire. The Fire Department shall establish a seniority list on the basis of relative length of service and it shall be brought up-to-date January 1 of each year and be immediately posted thereafter on the Central Fire Station bulletin board and on each outside station bulletin board for a period of not less than thirty (30) days and a copy of the same shall be mailed to the Secretary of the Union. Any objection to the seniority list shall be reported to the Chief of the Fire Department within thirty (30) days after the date of posting or it shall stand approved. If two (2) or more employees commence employment on the same date, the employee's ranking on the eligibility list shall determine the employee's placement on the seniority list.
- B. **Effect of Leaves:** Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence.
- C. **Loss of Seniority:** Seniority and the employment relationship shall be broken down and terminated if an employee:
1. Quits;
 2. Is discharged for just cause;
 3. Is absent from work for three (3) consecutive working days without notification to the Employer;
 4. Fails to report to work within three (3) working days after having been recalled, where possible;

5. Fails to report for work, at the termination of a leave of absence;
6. Retires.

The provisions of C(3) and C(5) shall not apply if the employee is able to justify his failure to comply with these provisions due to an emergency.

Article 11 - PROMOTION PROCEDURE

- A. **Notice of Vacancies:** The Chief shall see that available openings for regular or new positions are made known to employees in the Department. Notice of such openings or new positions shall be posted in each station in the Fire Department for a minimum of ten (10) calendar days, and this shall be considered full compliance with this provision.
- B. **Promotional Criteria:** In cases of promotion, other than appointment to positions outside the bargaining unit and for Engineers, the Chief in making recommendation to the Police and Fire Commission shall base the recommendation on the following factors: job knowledge, peer input, and seniority. These factors shall be given equal weight in recommending an employee for a promotion, unless the Chief determines that the factors should be weighted, in which case, all applicants shall be considered on the same standards and the weights to be given to each criteria shall be included in the job posting. In no event, shall the weight given to seniority be less than ten percent (10%). Peer Input shall be determined by peer appraisal of an applicant's ability to perform in the promoted position and their ranking of the applicants based on that appraisal. The Chief shall make the recommendation for promotion from among the employees who receive the top three highest composite scores.
- C. **Non-promotion:** The Chief shall submit a letter to any employee who had a higher composite score than the employee recommended for the promotion who requests such a letter in writing. Such letter shall state the specific reasons why the individual was not recommended. Such letter shall be sent within seven (7) calendar days of the request for the letter.
- D. **Engineer's Rank:** Personnel appointed to the rank Engineer shall continue to maintain high proficiencies in firefighting, rescue, and EMS duties while assuming all duties currently assigned to an Engineer. Employees appointed to the rank of Engineer shall be expected to perform the following duties in addition to the requirements of the current rank:
 1. Engineers shall assume the role of acting Lieutenant in the absence of the Lieutenant assigned to their station. If no Engineer is available at a particular station, Engineers will be assigned to act as a Lieutenant by station seniority.

**Exception: In the event that two Engineers are assigned to one station, acting Lieutenant duties shall be assumed by the senior Engineer. If the senior Engineer is not available to act, the junior Engineer at Central Station will be assigned to act as a Lieutenant.*

If no Engineer is available to move up and fill a vacant Lieutenant's position on a crew, that vacancy shall be filled by the most senior Firefighter on that crew who is on the acting Lieutenant roster.

2. Engineers shall instruct and/or conduct training for the department at the request of the Chief or the Chief's designee. i.e. Deputy Chief, shift commander, etc.
3. The department shall establish a list of qualified Engineer candidates composed of those employees who have passed the departmental driving and pumping tests for acting in this position. This list of personnel shall be ranked by seniority with the highest position being the most senior and the lowest being least senior. When an opening for Engineer occurs, the person at the top of the list (most senior) shall be appointed to the rank of Engineer. If that person refuses/rejects the appointment, the position shall be offered to the next most senior person, and so on until the appointment is accepted. Rejection of an opening shall not cause the employee to be removed from the list or lowered in ranking.
4. Engineer Proficiency Exam
 - a. Announcement of recruiting for the position of Engineer will be posted for at least 10 business days before the deadline. The top nine (9) Firefighters as determined by seniority will be allowed to apply for the Engineer rank.
 - b. Applicants can apply by submitting their resume to the Fire Chief by the deadline stated in the posting.
 - c. To be eligible to promote to the rank of Engineer candidates must receive a passing score on the practical exam. The practical exam will be developed by the Training Division Chief, or other designee of the Fire Chief. The practical exam will be similar to the State of Wisconsin Apparatus Operator and Ariel Operator exams and incorporate specific operations unique to the Wausau Fire Department equipment and operations. The intent of the exam is for the Engineer candidates to prove competency in operation of department apparatus and equipment. The same pass/fail criteria that is used in the State of Wisconsin exams will be applied to the Wausau Fire Department exam.
 - d. All candidates that have passed the practical exam will be placed on an eligibility list that will last no longer than two years from the date established. When an engineer's position becomes vacant the Fire Chief will offer the position to the most senior candidate on the list.

E. Acting Lieutenant Lists

1. The Fire Department shall establish an Acting Lieutenant list in advance of potential openings to the position of Acting Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant. Members who have not completed and/or do not satisfy the requirements for promotion to Lieutenant shall not be placed on the Acting Lieutenant List and shall not be eligible to Act except as otherwise provided for herein. The Acting Lieutenant list shall expire after ~~one year~~two years.
2. The Acting Lieutenant list shall not be used to fill overtime opportunities. Overtime opportunities shall be filled from the overtime list in a manner consistent with Policy (*Policy 404, Overtime Policy April 10, 2018*) as historically applied. Acting Lieutenant Roster shall be composed of Engineers and firefighters with a minimum of five (5) years of seniority at Wausau fire who volunteer to act.
3. If traveling or transferring of station(s) is required to fill an Acting Lieutenant position, accommodations shall be made to ensure that any remaining higher-class duty or duties are assigned by seniority to a member on what otherwise would be the Acting Lieutenant's crew (e.g. If an Engineer is assigned to the position of Acting Lieutenant, leaving a vacancy to be filled by an Acting Engineer, the Acting Engineer position shall be offered to the most senior firefighter on the crew from which the Acting Lieutenant was drawn). If there is no traveling or transferring of stations, Acting Engineer positions shall be filled by contract as historically applied.
4. Acting Lieutenant assignments from the list shall be limited to ten (~~4015~~) acting opportunities per person, per calendar year. An "acting opportunity" shall be considered a 24 hour shift, occurring as a result of scheduled vacation, PAL or Personal. Personnel who have served in ten (~~4015~~) Acting Lieutenant from the list in a calendar year shall no longer receive acting preference per the acting lieutenant list. Acting Lieutenant positions shall then be filled as historically applied per policy (Article 11, Section D, Para 1) to the most senior Engineer on crew.
5. The Fire Department shall establish a Promotional List of members in advance of potential openings to the position of Lieutenant. The list shall include all bargaining unit personnel who have completed and satisfy the requirements for promotion to Lieutenant via the promotional process. In the event that there is an exhaustion of Promotional List members, an Acting Lieutenant list shall be created to reflect any bargaining members who have received the proper credentialing and achieved the necessary requirements to act. Any and all members who do not meet or satisfy the requirements for promotion to Lieutenant shall not be placed on an Acting Lieutenant list and shall not be eligible from herein.

6. In the event of a vacancy in the Lieutenant rank, a Promotional List member shall be granted preference to act and be given the opportunity to complete the ~~(4015)~~ acting opportunities per person, per calendar year. An “opportunity” to act shall be a 24-hour shift, occurring as a result of scheduled vacation, PAL or Personal Leave. Upon exhaustion of the Promotional List members completing their ~~(4015)~~ opportunities to act, or of which have been promoted, preference will then be afforded to the Acting List members from the predetermined Acting Lieutenants list.
- F. Eligibility to test for Lieutenant: Applicants for promotion to the position of Lieutenant must be part of the Acting Lieutenant pool and therefore must be either an Engineer, who by their rank are required to be Acting Lieutenants as needed or a Firefighter who is on the Acting Lieutenant list.
- G. Lieutenant testing process limited to fifteen (15) candidates: The lieutenant testing process shall be limited to a maximum of fifteen (15) candidates. In the event that more than fifteen (15) candidates apply to be tested, the fifteen (15) qualified applicants with the highest seniority shall be advanced to the testing process.
- H. Acting Battalion Chief Assignments
1. Acting Battalion Chief assignments shall be filled by bargaining unit members who hold the rank of Lieutenant.
 2. After crew and vacation picks are completed, Lieutenants who meet the six month probationary requirements for assignment to the position of Acting Battalion Chief shall be placed on an Acting Battalion Chief assignment list by seniority for the next calendar year. The candidates for Acting Battalion Chief may, on each crew, agree to waive their seniority for selection to Acting Battalion Chief, which would be reflected on the Acting Battalion Chief list. This ranking of Acting Battalion Chief would be in effect for the entire year.
 3. Lieutenants who wish to have first priority for the opportunity of serving as Acting Battalion Chief shall be encouraged to select Central Station during the crew and station selection process.
 4. In the event a Lieutenant is required to travel from an outside house to Central Station to fill an Acting Battalion Chief position, the Junior Lieutenant from Central Station (regardless of probationary status) shall travel to the outside house so that the Central Station Engineer acting opportunities are filled according to Article 11 Section D Paragraph 1 as historically applied.
 5. In the event more than one person per crew are on the Acting Battalion Chief list, consideration will be given to the highest ranking (i.e. most senior) member on the Acting Battalion Chief list.

Article 12 - SALARIES

- A. Schedule: Appendix "A" shall be the schedule of wages payable to employees of the Fire Department.
- B. Pay Day: The members of the Fire Department shall be paid on alternate Fridays consistent with the general city payroll provided, however, that if such day falls on a full holiday, the pay shall be distributed one (1) day earlier at a time designated by the Chief.
- C. Acting Pay: When assigned to work in a higher classification for four (4) hours accumulative or more per shift, the member of the bargaining unit shall receive the compensation for that classification for each full hour so assigned. For the position of acting Engineer, the senior Firefighter at their respective station where the opening occurs will act. If that Firefighter is not present, the assignment will be filled by seniority from the crew's roster.
- The Acting Lieutenant Roster shall be composed of Engineers and Firefighters with a minimum of 5 years seniority who volunteer to act.
- D. Direct Deposit: Employees shall participate in the City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.
- E. Field Training Officers: Field Training Officers (FTOs) shall receive an additional \$1.50 per hour while performing field training duties, normally 240 hours, for a new hire. If the field training officer deems the recruit's actions or inactions to be detrimental to patient care, he/she may immediately remove the recruit from the role of providing direct patient care during that call. The FTO's role shall be that of a mentor/evaluator, not supervisor. FTOs may have other crew members assist the candidate when patient care levels are appropriate.

F. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resource Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and have actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;

3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of service credit.
- ~~6-7. The new hire must have departed their previous full-time, unionized fire department with a record of good standing in order to receive transfer benefits.~~

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Article 13 - WORKWEEK

- A. Normal On-duty Week for Firefighting Employees: The on-duty week of all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours. The platooning of all employees shall be established by the Chief of the Fire Department. The normal schedule for each platoon shall be as follows: On duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, and have four (4) 24-hour periods off. This sequence may be altered to permit changes in an individual's duty cycle. Firefighters who are attending school for their Paramedic license will be considered 40 hour per week employees.
- B. On-Duty Day for Firefighting Employees: The on-duty day for all firefighting employees shall begin at 6:45 A.M. and end on the following day at 6:45 A.M. and shall consist of twenty-four (24) hours. All references to on-duty days for firefighting employees shall be defined as above and shall not be construed as to include any normal off-duty time.
- C. Normal Work Week of Fire Inspection Employees and Temporary Duty employees: The normal work week of the fire inspection and temporary duty employees shall average forty (40) hours per week. Fire inspection employees and temporary duty employees shall work eight (8) hours each day, Monday through Friday.
- D. Normal Work Day for Fire Inspection Employees and Temporary Duty Employees:
 1. A work day for all fire inspection employees ~~shall begin at 7:30 A.M. and end at 4:00 P.M. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for fire inspection employees shall~~

~~be defined as an eight (8) hour work day and shall not be construed as to include any normal off duty time will be given the option to begin work at 7:30am and end at 4:00pm Monday thru Friday or begin work at 7:30am and end at 6:00pm four (4) days a week schedule. The workday shall include one-half (1/2) lunch without pay. Flexible schedule will be allowed with the approval of the -chief.~~

2. A work day for temporary duty employees, when medically appropriate, shall begin at 7:30 a.m. and end at 4:00 p.m. on the same day. The work day shall include one half (1/2) hour for lunch without pay. All references to work days for temporary duty employees shall be defined as an eight (8) hour work day and shall not be construed as to include any normal time off.
3. When a non-exempt fire inspection employee is called in to work or attends approved training outside their normal work week or work day, the employee shall be given the option to be paid in compensatory time at the rate of one and one half (1.5) hours for every hour worked or receive time and one half pay (1.5) pay for every hour worked outside of the normal work day or week. The rules governing the cashing in of compensatory time in Article 13 Section G. shall apply here as well.

E. Change in Schedule: The normal schedule of the least senior Firefighter/Inspector on duty and temporary duty employees may be changed by the Chief, when the need arises, with reasonable notice.

F. Time Trades: Trading of time between individual members of the Fire Department shall be allowed provided the individuals trading time shall have comparable abilities. All time trades shall be approved or disapproved by the Chief, Deputy Chief (or their designee) before being effective. All traded time shall be noted on Trade Report Forms and signed by the authorizing officer. Time trading shall not be permitted if such trading results in premium pay.

G. Overtime: When an employee attends a fire or ambulance related school approved by the Chief which does not require the employee to be away from home, they shall receive time and one-half (1 1/2) pay if attended on off-duty time. Only actual classroom time is included for purposes of computing the time and one-half (1 1/2) pay. When an employee attends a fire or ambulance related school approved by the Chief which requires the employee to be away from home, he/she shall be paid in compensatory time at the rate of one and one-half (1 1/2) hours for every hour of classroom attendance on days off. Only actual classroom time is included for purposes of computing the time and one-half (1 1/2) compensatory time off. For purposes of this provision, "away from home" shall refer to situations where the employee attending the school is required, because of travel distances or because of requirements of the school, to stay overnight at a motel, hotel, etc.

The employee shall be eligible to select compensatory time at any time there is at least one (1) vacation slot available on the shift he/she is assigned to and when taking compensatory time will not result in the payment of overtime. In the event an employee selects a date where there is no vacation slot available on the shift, the choice shall be subject to cancellation as determined by the on-duty shift strength requirements. If two (2) or more employees select compensatory time off on the same date, seniority shall prevail. Compensatory time that remains at the end of the year may be cashed in, but, in all cases, it shall be cashed in by December 31 of the year after it is earned, with December 31, ~~1992~~1992, being the first mandatory "cash-in" day. Thus, on December 31 of every year, all compensatory time earned in the previous calendar year must be cashed in, and all compensatory time accumulated within that particular year may be cashed in.

1. Non-Emergency Call-in: When an employee is instructed to report early for a particular shift or is required to remain after the end of his/her shift or called in for non-emergency work, he/she shall be paid at time and one-half (1 1/2) for a minimum of one-half (1/2) hour. Any time worked in excess of the minimum shall be paid at the rate of time and one-half (1 1/2) for the actual time worked.
2. Emergency Call-in: When an employee is called to duty outside his/her normal shift for an emergency, he/she shall be compensated at a rate of time and one-half (1 1/2) based upon his/her normal hourly rate and such employee shall receive a minimum of four (4) hours compensation. The City reserves the right to have this employee work the complete four (4) hours and in the event the employee is released during the four (4) hour period and allowed to discontinue his/her work within that period of time, if such employee is called back within the same four (4) hour period, any extension over the four (4) hour period shall be paid at a rate of time and one-half (1 1/2) based upon the actual time worked in excess of four (4) hours.
3. Out of Town Transport Cancellations. When an employee is called in for an out of town transport the called in employee shall receive two hours of pay at the rate of time and one-half (1 1/2) for the actual time worked if the transport is cancelled prior to leaving the station.

- H. Ambulance Duty: Except in cases of a fire emergency, only Fire Department personnel shall staff the ambulance of the Wausau Fire Department.
- I. Honor Guard: Requests to serve as a member of the honor guard at City Sponsored events must include the number of proposed team members and proposed duration and must be approved by the Chief in advance in order to be a compensable assignment. Nothing in this agreement is meant to preclude staff from volunteering to serve as Honor Guard at non-compensable, non-City sponsored events.

Article 14 - VACATIONS

A. **Vacation Benefit:** Annually employees shall receive and earn vacation leave with pay as follows:

1. **56 Hour Week Employees:**

Less than one (1) calendar year.....	Prorated three (3) work days.
After one (1) year.....	3 work days
After two (2) years.....	6 work days
After eight (8) years.....	9 work days
After fifteen (15) years.....	12 work days
After twenty (20) years.....	14 work days
After twenty-five (25) years.....	15 work days

2. **40 Hour Week Employees:**

Less than one (1) calendar year.....	Prorated six (6) work days.
After one (1) year.....	6 work days
After two (2) years.....	11 work days
After eight (8) years.....	17 work days
After fifteen (15) years.....	22 work days
After twenty (20) years.....	27 work days
After twenty-one (21) years.....	28 work days
After twenty-five (25) years.....	29 work days

Vacations shall be based upon the calendar year and all new employees who have completed their one year of service shall be granted vacation on a prorated basis retroactive to date of hire. No partial days' vacation shall be granted to any employee; the minimum vacation period shall be one (1) day.

B. **Scheduling:** The number of employees on vacation within a given classification at any period shall be determined by the Chief. The Chief shall establish a vacation posting schedule and procedures. The vacation list shall be posted by December 1st. Choice of vacation time within a classification shall be made on the basis of seniority. No employee shall take more than six (6) or fewer than one (1) duty days at any given time. If more than one (1) day is selected in any vacation pick, it must be consecutive duty days. Forty (40) hour employees shall select no more than ten (10) work days at any given time. Forty (40) hour employees may take vacation in four (4) hour increments. Deputy Chiefs and non-represented shall not be included on the vacation schedule for bargaining unit employees. After each member of the department has selected his/her vacation time on a seniority basis, those members entitled to more than six (6) duty days' vacation shall select the remainder of their vacation from the remaining weeks of the year not selected by some other member of the department,

also based on seniority. No employee shall be allowed to carry unused vacation into the succeeding year unless permission to do so is granted by the Chief. Forty (40) hour per week employees shall not be included in or on the vacation schedule for the fifty-six (56) hour per week employees. Vacation shall be allowed to be taken year round with the vacation periods calculated starting the first day of the calendar year. Employees who receive a promotion will not lose their vacation picks if they are transferred to another crew.

Employees working on a forty (40) hour per week schedule shall be permitted to have two (2) employees on vacation at the same time, subject to the approval of the Fire Marshall.

When an employee becomes seriously ill or is seriously injured before his/her vacation, and it continues into his/her vacation, the employee shall have the right to take that vacation at another time if alternative vacation periods are open on the schedule.

- C. Proration Formula: Proration of vacation for employees with less than one (1) calendar year of service shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired on or before the 15th of the month shall be given credit for the full month. If that employee leaves or is terminated after the 15th of any month, he/she shall be given credit for working that full month. If he/she leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month.

After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be multiplied by 3. In the event the resulting vacation involves a fraction of a day, this fraction shall be rounded off so that the employee will receive ultimately a full day (i.e. 7/12 to 12/12) or no day (1/12 to 6/12).

For the purposes of computing the anniversary date of vacation benefits, the effective date of hire (for vacation benefits only) shall be January 1st of the year of hire. This shall not apply to the initial year of hire as provided above.

- D. Separation Benefit: At time of voluntary separation (retirement or resignation), employees with at least twelve (12) months of service who subsequently leave the employ of the City, upon giving fourteen (14) days written notice, or employees whose service is terminated due to death, shall receive cash payment for all remaining earned vacation time, compensatory time, perfect attendance leave credits and longevity. Employees who do not give at least fourteen (14) days written notice prior to termination of employment shall forfeit the prorated earned vacation and perfect attendance leave during the year in which the termination takes place.

The employee's last day of work will be the last day on the payroll. Employees will

not be permitted to utilize vacation, compensatory time, and/or perfect attendance leave credits and stay on the payroll after the last day at work. This policy may be waived upon recommendation of the Human Resources Director and only in personal emergency or crisis situations.

E. Lateral Transfers:

1. The Fire Chief may, at his or her sole discretion, subject to the Grievance Policy as stated in Article 8, approve a written request submitted to the Chief, with a copy to the Human Resources Director, by the successful applicant on completion of the selection process to be placed on the Vacation Benefits schedule in accordance with his/her years of previous eligible service (rounded down to the nearest whole year);
2. The new hire must have been employed as a full-time firefighter/paramedic and been actively functioned in advanced life support (ALS) roles in a full-time, unionized fire department within the last six (6) months;
3. Years of service in a "Paid On Call" capacity shall not be included in the eligible years of service for lateral transfers;
4. New hires shall not be eligible to utilize vacation and other earned benefits until after their probationary period ends;
5. The new hire shall have worked a minimum of two (2) consecutive years at their previous fire department;
6. Lateral transfer benefits shall be limited to a maximum of four (4) years of service credit.
7. The new hire must have departed their previous full-time, unionized fire department with a record of good standing in order to receive transfer benefits.

6.—

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Article 15 - CLOTHING ALLOWANCE

- A. Recruits: At the time of initial employment a recruit shall be provided with the required uniforms and protective clothing as determined by the City. Items to be purchased by the employee are established in SOP# 102.10 and 102.11. In the event a recruit does not complete his/her probationary period, said uniforms and protective clothing shall be returned to the City. In the event a recruit fails to return said uniforms and protective clothing, the City shall deduct the value of such uniforms and protective clothing from the last paycheck of the recruit.

B. Other Employees: All employees with one (1) year or more of service shall receive an annual uniform allowance of \$500 for purchase, replacement and care of uniform items. Said allowance shall be paid in \$250 increments, on a twice-yearly basis. Allowances will be paid in January and July of each year.

C. Terminating Employees:

1. Deduction: Any employee who leaves the department for any reason during the year shall allow the City to deduct from his/her final paycheck any amount due the City on a prorated basis.
2. Proration: Proration of the uniform allowance shall be determined by computing the actual period of employment during the calendar year by the employee. Any employee hired between the 1st and the 15th of the month shall be given credit for working the full month. If he/she is hired after the 15th, he/she will receive no credit for that month. If the employee leaves or is terminated on or before the 15th of the month, he/she shall receive no credit for that month. After the total months worked has been determined, the number of months worked shall be the numerator of a fraction with 12 as the denominator. The fraction shall be applied to the specific uniform allowance in question during the year.

D. Protective Clothing: City shall pay for full cost of replacement of protective clothing.

Employees shall be responsible for maintaining all of their protective clothing which shall be defined as coats, boots, hoods, bunker pants, helmets, gloves, and ambulance jackets. The gloves shall only be used for department assigned duties and only replaced as hereinafter provided. The City shall replace protective clothing, at City expense, when, in the opinion of the Chief or his/her designee, replacement is necessary. All replacement protective clothing shall be department and NFPA approved.

Article 16 – HOLIDAYS

Annual: Employees shall receive paid holidays for each of the following days:

New Year's Day	Labor Day
Good Friday (immediately preceding Easter)	Thanksgiving Day
Easter	December 24th
Memorial Day	Christmas Day
Independence Day	December 31st

1. 56 Hour/Week Employees: The rate for each day shall be based upon the employee's normal hourly rate. 56 hour employees shall be paid 12 hours holiday pay for each of

the holidays listed above. If the employee elects to use holiday pay on the holiday, pay for said day shall be included in the payroll which follows the said holiday. In addition, employees whose work day starts at 6:45AM on a listed holiday shall receive an additional 4 hours pay if the employee works the full 24 hour shift as scheduled.

2. 40 Hour/Week Employees: The rate for each day shall be computed based upon the employee's normal hourly rate. If required to work on any of the designated holidays, they shall receive additional pay at their regular hourly rate for all such time worked.
3. Floating Holidays: At the start of each year, employees shall receive a bank of holiday pay according to the provisions above. Employees may elect to receive holiday pay on the appropriate holiday or use time off as a floating holiday on another day. Unused floating holiday time will be paid out at the end of the year and shall not be carried over into the following year. If an employee elects a floating holiday but separates before the holiday is earned, the employee shall repay the City for the holiday. Selection of these days shall be in accordance with the provision of Article 14(B) and restricted to 24 hour increments. Picks shall be made after all employees have selected their regular vacation picks, PAL and personal holiday days; floating holidays shall be picked last.
4. Personal Holiday: In addition to the above holidays, each full-time employee shall receive a total of two (2) personal holidays per calendar year. Selection of these days shall be in accordance with the provision of Article 14(B) and shall be made after all employees have selected their regular vacation picks and PAL days.

Article 17 - FUNERAL LEAVE

- A. Immediate Family: In the event of death in the immediate family of an employee, such employee shall be paid for time lost from scheduled work to attend the funeral. The employee shall be entitled to the day of the funeral and either the two (2) calendar days before (or after) or the calendar day before and the calendar day after the day of the funeral, for a total of three (3) calendar days, including the day of the funeral. Immediate family shall mean spouse, parents, child, mother-in-law, father-in-law, brother, sister, step-parent, step-child and any member of the employee's household.
- B. Other: The employee shall receive one (1) day with pay to attend the funeral of a relative other than a member of the immediate family. Relatives shall mean grandparents, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews.
- C. Extension: Any employee may request an additional three (3) days leave without loss of pay in the event that the situation is sufficiently serious as to warrant an extension. This extension must be approved by the Chief and the Human Resources Director.
- D. Off-Day: Funeral leave shall not be deducted from sick leave and employees shall not

be entitled to compensation or compensatory time off if funeral leave occurs on a day off.

- E. Death of Employee: Employees may be granted up to four (4) hours of leave without loss of pay to attend the funeral of a deceased employee or of a deceased retired employee. The need for continuing essential service in emergencies may limit the number of employees who may attend a funeral. In such instance, the Chief may decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral.
- F. Pallbearer: An employee serving as a pallbearer at any funeral may be granted up to four (4) hours leave without loss of pay. Employees shall not actually solicit pallbearer positions.

Article 18 - SICK LEAVE

- A. Accumulation: Eligibility for sick leave shall begin after the completion of six (6) months of employment with the City but accumulation shall be retroactive to the last date of hire. Each full time firefighting employee shall receive 5.5385 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 11.0769 hours for each bi-weekly pay period thereafter. Sick leave shall accumulate to a maximum of one thousand nine hundred (1,900) hours. Each full time forty (40) hour employee shall receive 3.9691 hours of sick leave for each bi-weekly pay period of employment during the first sixty (60) months of employment and 6.3692 hours for each bi-weekly pay period thereafter. Such leave shall accumulate to a maximum of one thousand two hundred and twenty seven (1,227) hours.
- B. Use: Sick leave shall commence at the time the employee is unable to perform his/her duties and responsibilities until he/she has recovered and/or returns to work or has used all his/her accumulated sick leave. Employees who are sick and unable to report for work shall notify the shift commander at least forty-five (45) minutes or earlier before the regular shift or assignment. This provision shall only apply where the employee is physically able to notify the employee in charge. If he/she is unable to notify the employee in charge, he/she is obligated to use his/her best efforts to have another person provide this notification on his/her behalf.

Employees may utilize accumulated sick leave in cases of emergency injury or illness of members in the employee's household, e.g. child breaks arm on school playground. Employees may not work for compensation for another employer while on family, medical, or sick leave on days they would be on-duty.

Forty-hour employees scheduled to work five 8-hour days will be allowed three

incidents of sick leave usage for medical or dental appointments within the established Perfect Attendance Leave earning period without sacrificing eligibility for Perfect Attendance Leave. Each incident may not exceed three hours per usage. Notice requirements for these absences remain in effect, and upon request of the employer, the employee must provide a statement from a physician or dentist verifying the need for leave.

- C. Physician's Statement: The City may require a doctor's statement or other evidence of proof of illness in its sole discretion.
- D. Abuse: Employees who abuse sick leave benefits shall earn no sick leave for six (6) months succeeding the date of the last proven violation. Additional abuse or abuses of sick leave may subject an employee to dismissal. No less than one (1) working hour of sick leave shall be granted in any case.
- E. Paid Absence: Employees off work because of illness, vacation or worker's compensation shall be credited with their allotted sick leave allowance each month. The employee on sick leave who has used all his/her accumulated sick leave shall no longer receive the monthly sick leave allowance unless and until the employee returns to work.
- F. Worker's Compensation: Time away from work on Workers' Compensation shall be concurrently certified under the Family Medical Leave Act (FMLA). Employees eligible for worker's compensation benefits while medically unable to work shall endorse their check for worker's compensation benefits to the City and receive in exchange their normal paycheck based upon the normal work week with no loss of sick leave during the first ninety (90) working days of benefits. Thereafter, the employee must exercise one of the following options:
 - 1. Receive the worker's compensation benefit with no deduction from accumulated sick leave; or
 - 2. Receive the worker's compensation benefit and be paid the difference between the regular pay based upon a normal work week (excluding overtime and premium pay) and the worker's compensation benefit with the City charging the employee's sick leave account with the number of hours that equal the cash differential between the worker's compensation and regular pay.
- G. Temporary Duty Employees: Temporary duty employees working 40 hour work weeks shall receive their normal pay based upon the normal work week with no loss of sick leave and benefits during the first ninety (90) calendar days. Thereafter, the employee will be paid for actual time worked

H. Unused Sick Leave: When an employee retires as defined by the Wisconsin Retirement System, or is forced to retire due to medical disability and qualifies for a full disability under the Wisconsin Retirement System, a maximum of sixty percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential) and either paid to the employee in cash as a severance benefit or used to pay premiums towards the hospital and surgical insurance plan then in effect for the employee until such time as one of the following occurs:

1. The fund is depleted;
2. The employee dies; or
3. The employee becomes employed and/or eligible for other hospital and surgical insurance from another source.

Employees who retire with at least 25 years of service shall receive a sick leave conversion at the rate of 80% of the sick leave remaining in the employee's accumulated sick leave account (max 1200 hours).

In order to be eligible for the above-described benefit, the employee must meet all of the following conditions:

- a. Apply for and be eligible for Wisconsin Retirement System Benefits thirty (30) days prior to the last date they have worked; and
- b. Whenever possible, in cases of voluntary retirement, give the employer a minimum of 30 days' prior written notice of retirement.

I. Perfect Attendance Leave:

1. Earning Method: 56 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn twelve (12) hours of Perfect Attendance Leave. Perfect Attendance Leave begins to accrue during the last six (6) months of probation. If the employee does not use sick leave for a second six (6) month period the employee shall earn an additional twelve (12) hours of Perfect Attendance Leave. Employees who continue not to use sick leave will earn twenty-four (24) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 56 hour employee's P.A.L. account exceed seventy-two (72) hours. All Perfect Attendance Leave must be used within one year of earning the leave accrual.

Example: employee uses sick leave April 4th

Employee does not use sick leave April 5 th through Oct 4 th	+12 hrs PAL
Employee does not use sick leave Oct 5 th through April 4 th	+12 hrs PAL
Employee does not use sick leave April 5 th through Oct 4 th	+24 hrs PAL

Employee will continue to accrue 24 hours every 6 month period following, as long as he/she does not use sick leave and the employee PAL account is not at the maximum limit of hours (72 for 56 hour employees)

40 hour week employees covered by this agreement who do not use sick leave during a six (6) month period (since date of last sick leave usage), shall earn four (4) hours of Perfect Attendance Leave. If the employee does not use sick leave for an additional six (6) month period the employee shall earn an additional four (4) hours Perfect Attendance Leave. Employees who continue not to use sick leave will earn eight (8) hours Perfect Attendance Leave for each consecutive six (6) month period following the first 18 months of no sick leave usage. At no time may a 40 hour employee's PAL account exceed forty (40) hours.

2. Utilization: After all regular vacation days are selected perfect Attendance (PAL) shall be picked. Once PAL time is selected, those time periods shall not be subject to selection by another employee unless the PAL time is vacated by the employee who selected it, at which time the regular vacation selection process will apply. New employees are required to pass probation prior to being eligible to use PAL leave. PAL shall be subject to approval by the Chief.
3. Minimum Usage: Perfect attendance leave may be used in six (6) hour increments for 56 hour employees and 4 hour increments for 40 hour employees.
4. Reporting: Employees will be responsible to alert the Human Resources Department on an electronic form prescribed by HR each six (6) month period that PAL is to be accrued. The employee will have three (3) months following the date PAL was earned to advise the Human Resources Department of the employee's eligibility for the leave accrual or the employee will not be eligible for the accrual for that period.

- J. Catastrophic Sick Leave Account: After an employee has reached their maximum accumulation of sick leave, any additional sick leave hours accumulated thereafter shall be placed in an individual catastrophic sick leave account (CSLA). Maximum accumulation in the CSLA shall be 1800 hours for firefighting employees and 1127 hours for full-time forty (40) hour employees. Sick leave in the CSLA may only be used if an employee has been absent from work because of serious illness or injury and the employee's regular sick leave account has been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a worker's compensation injury and may not be converted to a monetary value and used to pay the cost of the hospital and surgical insurance plans upon retirement.

Article 19 - LEAVE OF ABSENCE

The City, in the sole discretion of the Chief, may grant a leave of absence without pay to any employee upon request to further education where the City will directly benefit from the leave. The leave may be given for a period of not to exceed one (1) year for any one request. Any requested leave of absence shall be submitted to the Chief and Human Resources Committee for approval in their sole discretion. Any employee who has used all his/her sick leave and vacation time and is still unable to return to work, or be reasonably accommodated consistent with the provisions of Article 7, due to sickness shall notify the City and request a leave of absence. The leave of absence shall automatically be granted for a period not to exceed one (1) calendar year or until the employee is physically able to return to work, whichever is lesser. The City may require, at reasonable intervals, a doctor's statement or other evidence or proof of illness. No employee shall be entitled to a second leave of absence for reasons of health during a three (3) year period subsequent to the last day of his/her last leave of absence for health reasons.

If the employee cannot return to normal duty following the completion of his/her leave of absence for reasons of illness, he/she shall be terminated, unless the City, in its sole discretion, can find another position which he/she can fill.

In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. During the period of leave of absence, no vacation, sick leave or other benefits (other than seniority) shall accrue to the employee. The City shall allow any employee on leave of absence to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 20 - MILITARY LEAVE

Employees who are members of the Officers Reserve Corps, enlisted Reserve Corps, Naval Reserve Corps, Marine Reserve, National Guard, State Guard, Air Force Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin, shall be granted leave of absence, if required, to participate in summer encampment training duties. Such employee shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency, such employee may take an extended leave of absence without pay if ordered to active duty without loss of seniority. The City shall allow any employee on Military Leave to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

Article 21 - INSURANCE

- A. Medical and Hospitalization Benefits: The employee's health insurance contribution will be 12%. Bargaining unit members will receive the same health plan benefits as all general municipal employees.
- B. Dental Insurance Benefits: The City agrees to pay fifty percent (50%) of the cost of the dental insurance program.
- C. Group Life Insurance: Employees are eligible to participate in group Life Insurance program.
- D. Pre-tax Insurance Premiums: All deductions from employees pay for health and dental insurance will be taken on a pre-tax basis.

Article 22- LONGEVITY

The City agrees to pay longevity pay to all employees who have completed continuous uninterrupted service as follows:

- A. After 5 years – a monthly amount equal to .32% (.0032) of the employee's monthly base rate.
- B. After 10 years – a monthly amount equal to .62% (.0062) of the employee's monthly base rate.
- C. After 15 years – a monthly amount equal to .9% (.009) of the employee's monthly base rate.
- D. After 20 years – a monthly amount equal to 1.2% (.012) of employee's monthly base rate.
- E. After 25 years – a monthly amount equal to 1.47% (.0147) of employee's monthly base rate.

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire.

Article 23 – DISCIPLINE

All matters of discipline, suspension or termination of employment shall be subject to the provisions of Section 62.13 of the Wisconsin Statutes or, in the alternative, where applicable, the grievance procedure of this contract.

The concept of progressive discipline is encouraged whenever possible. Progressive discipline is considered to include the following sequence:

- A. Oral or written warning
- B. Written reprimand
- C. Suspension not to exceed ten (10) days
- D. Termination of employment or reduction in rank

Failure to follow this sequence shall not void the City's discipline of all employees.

All personnel shall have the right to review their personnel file at reasonable times and to contest or add to the materials contained herein.

Article 24 - RETIREMENT

All association employees shall contribute the employee's share to the Wisconsin Retirement System as established by law. Employees hired prior to July 1st, 2011 shall not contribute greater than 7% of the employee's share.

When an Association member who is eligible, and applies, for full Wisconsin Retirement System (WRS) benefits retires from service and the Association member provided six months' advance notice of intent to retire, the City agrees to pay a \$2,000 (subject to appropriate taxes and deductions) incentive in the firefighter's last payroll. Employees who change their separation date (subject to Department Head approval) will have the six (6) month timeframe restart from the new notice date. No time from the first notice to the next notice will be credited. Rehired retirees do not qualify for this payment.

Article 25 - SUPERVISOR DUTIES

When not occupied with their supervisory duties, supervisors shall not be restricted from performing work in the bargaining unit, while they are on duty, provided such work shall not result in the immediate layoff of employees in that classification. No supervisory personnel shall be called in specifically to perform duties of employees in the bargaining unit.

Article 26 - OUTSIDE EMPLOYMENT

- A. Notice to Chief: When an employee wishes employment in addition to his/her full-time employment with the City, he/she shall, prior to the commencement of such employment, notify the Chief of the Department in writing that he/she wishes to undertake such employment and shall include in said notice the name of the employer,

or that he/she is self-employed, business address of the employer, business telephone number of the employer, and his/her regular work schedule. If necessary, the Chief, by written notice to the employee, may delay the start of such employment for a reasonable period to insure that it does not constitute a conflict of interest or impair the employee's efficiency or availability for work.

- B. Limitation On Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, or involves the securing of any license or approval from the City of Wausau, or exceeds twenty-four (24) hours per week in outside employment, the Chief of the Department shall give the employee a written notice not to begin or to withdraw from the outside employment, whichever is applicable. The member, upon receipt of such order, shall terminate his/her outside employment forthwith. Employees shall not work at outside employment after 10:00 PM on the night prior to his/her work shift in the Wausau Fire Department.
- C. Reply by Employee: The employee shall make and deliver to the Chief of the Department a written reply to such request indicating that he/she will not begin or has terminated such outside employment within twenty-four (24) hours of his/her receipt of the notice from the Chief of the Department.
- D. Emergencies: In the event the Chief of the Department decides that in his/her sole judgment a state of emergency exists, he/she may unilaterally rescind, for the duration of the emergency, any and all of the outside employment privileges as provided in this section. In the event an emergency exists whereby the Chief of the Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact he/she may be engaged in gainful part-time employment provided for in this section.

Article 27 - WORK STOPPAGE

- A. Strike Prohibited: Neither the Union nor any officers, agents or employees will instigate, promote, encourage, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work in conjunction with their employment in the Wausau Fire Department during the term of this Agreement.
- B. Union Action: Upon notification by the City to the Union confirmed in writing and stating with the facts that certain members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective

and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

- C. **Penalties:** Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to any penalties provided herein, the employer may enforce any other legal rights and remedies to which by law it is entitled.

Article 28 - SAFETY AND HEALTH

The City and the Union agree to cooperate in the promotion of safety and health of the employees of the Fire Department.

Article 29 - SAVINGS CLAUSE

If any article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Memorandum of Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Article 30 - PAST PRACTICES

The City will not unilaterally change any benefit, practice or condition of employment which is mandatorily bargainable.

Article 31 - JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees when released from jury or witness duties shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime under this provision.

Article 32 - DURATION

A. Term: This agreement shall become effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024, and shall renew itself for additional one (1) year periods thereafter, unless either party, pursuant to this article, has notified the other party in writing that it desires to alter or amend this agreement prior to the end of the contract period. In addition, this agreement shall remain in full force and effect until a subsequent agreement has been reached between the City and the Union.

B. Timetable for Conferences and Negotiations:

Step 1: Submission of Union bargaining requests in writing to the City on or before July 1.

Step 2: The City will advise the Union by August 1 of the position of the City concerning the bargaining requests.

Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15.

This timetable is subject to adjustment by mutual agreement of the parties.

Article 33 - ENTIRE MEMORANDUM OF AGREEMENT

A. Entire Agreement: The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions.

B. Waiver: Both the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This section shall not preclude new issues being raised by either party in negotiation sessions pursuant to Article 32 - DURATION.

C. Breach: Waiver of any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

APPENDIX A
MONTHLY WAGES

LIEUTENANT	<u>12/25/2022</u>	<u>12/24/2023</u>	<u>06/23/2024</u>
START	\$ 6,895.15	\$7,033.05	\$ 7,173.71
ENGINEER			
START	\$ 6,267.34	\$6,392.69	\$ 6,520.54
10 YR:	\$ 6,361.04	\$6,488.26	\$ 6,618.03
FIREFIGHTER			
START	\$ 4,740.92	\$4,835.74	\$ 4,932.45
1 YR:	\$ 4,950.00	\$5,049.00	\$ 5,149.98
2 YR:	\$ 5,159.13	\$5,262.31	\$ 5,367.56
3 YR:	\$ 5,367.96	\$5,475.32	\$ 5,584.83
4 YR:	\$ 5,879.08	\$5,996.66	\$ 6,116.59
7 YR:	\$ 5,922.23	\$6,040.67	\$ 6,161.48
10 YR:	\$ 6,010.72	\$6,130.93	\$ 6,253.55

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APPENDIX A
MONTHLY WAGES

	<u>12/22/2024</u>	<u>6/22/2025</u>	<u>12/21/2025</u>	<u>6/21/2026</u>	<u>12/20/2026</u>
Lieutenant					
START	\$7,388.92	\$7,462.81	\$7,686.69	\$7,763.56	\$8,074.10
ENGINEER					
START	\$6,716.16	\$6,783.32	\$6,986.82	\$7,056.69	\$7,338.95
10 YR	\$6,816.57	\$6,884.74	\$7,091.28	\$7,162.19	\$7,448.68
FIREFIGHTER					
START	\$5,080.42	\$5,131.23	\$5,285.16	\$5,338.02	\$5,551.54
1 YR	\$5,304.48	\$5,357.52	\$5,518.25	\$5,573.43	\$5,796.37
2YR	\$5,528.59	\$5,583.87	\$5,751.39	\$5,808.90	\$6,041.26
3YR	\$5,752.37	\$5,809.90	\$5,984.20	\$6,044.04	\$6,285.80
4YR	\$6,300.09	\$6,363.09	\$6,553.98	\$6,619.52	\$6,884.30
7YR	\$6,346.32	\$6,409.79	\$6,602.08	\$6,668.10	\$6,934.83
10 YR	\$6,441.16	\$6,505.57	\$6,700.74	\$6,767.74	\$7,038.45

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Firefighter/Inspections and Lieutenant/Inspections shall receive annual pay of \$300 for each of the additional required certifications outlined in position requirements.

SCBA Technicians shall receive an additional 1% over his/her hourly rate.

EMT-Paramedic's shall receive in addition to their base pay rate: At the time of EMT-P licensure – 6 %

After 5 years as an EMT-P – 7%

Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively.

Engineer/EMT-P-2% Lieutenant/EMT-P-2%

APPENDIX B
EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.

EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.

EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.

Program – When “P” is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department

State – The State of Wisconsin Emergency Medical Services

Decertification – The process by which an individual may leave the EMT-P program.

Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license.

Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated

with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.

8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave:
 - a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City.
 - b. Promotion.
 - c. Seniority in the Program.
 - d. Seniority in Wausau Fire Department.
 - e. Personnel with verifiable medical reasons will be allowed to leave the Program at any time.
 - f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the

off time for any equivalent amount of off time due within 90 days of the rescheduled training date.

10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.
3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the City. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. EMERGENCY MEDICAL SERVICES CREW LEADER

1. Effective January 1, 2015 one EMS Crew Leader shall be assigned to the Department. The EMS Crew Leaders shall be responsible for working with the EMS Division Chief to develop EMS policies and/or direct the EMS affairs of Wausau Fire Department.
2. Compensation for the EMS Crew Leader position shall be \$1600.00 per year.
3. The EMS Crew Leader shall be required to possess a Wisconsin Paramedic License, be currently assigned as firefighter/paramedic and have a minimum of three years' experience with the Wausau Fire Department.
4. The EMS Crew Leader shall be selected for appointment on a voluntary basis by seniority beginning with the most senior qualified firefighter/paramedic and proceeding down the seniority list until the position is filled. If there are no voluntary applicants for the position, the Chief may appoint an EMS Crew Leader from the list of qualified firefighter/paramedics.

APPENDIX C
HAZARDOUS MATERIAL

Commitment Period: The Wausau Fire Department shall post a COMMITMENT NOTICE for Hazardous Materials Regional Response Team members on the first Monday in January of the year the State Contract is up for renewal, and will be removed on the first Monday in February. The notice shall state the length of the State Contract that is being negotiated. Personnel who sign the commitment notice will be committing for the duration of the State contract. Selection of personnel who are not currently State HazMat certified but desire to be trained will be selected and allowed to sign the team commitment notice on the basis of seniority as openings on the team become available. They will be sent to HazMat certification classes as the classes become available

Beginning 1/1/2015 the hazardous material (HazMat) classifications and HazMat pay are as follows for the duration of the agreement:

HazMat Coordinator (1)	\$1,700
HazMat Assistant Coordinator (1)	\$1,600
HazMat Specialist (6)	\$1,000
HazMat Commander (3)	\$1,000
HazMat Technician (18)	\$620

One-half (1/2) the Hazmat incentive payment will be made on the second payday in April and the second one-half (1/2) incentive payment will be made on the second payday in September each year. Payments will be prorated by the month.

HazMat Specialists, and Commanders shall be selected on the basis of senior most qualified. If there are no voluntary applicants for these positions the Chief may appoint personnel to fill any vacant positions from the HazMat team.

Payment under this HazMat provision is contingent upon the City receiving money for same from the State of Wisconsin pursuant to a State-City HazMat agreement, and such payment, along with all such assignments, shall immediately terminate in the event that there is no longer any agreement with the State, or the City, in its opinion, believes that there is not enough money under the agreement or any successor agreements to support the Regional HazMat Responder program.

Notwithstanding the above, nothing contained herein shall affect the City's ability to assign HazMat positions as it has in the past.

APPENDIX D

EMERGENCY MEDICAL SERVICES QUALITY ASSURANCE PROGRAM

Effective as soon as practicable after January 1, 2018 each crew will include one EMS Quality Assurance Coordinator. The EMS QA Coordinators shall be responsible for working with the EMS Division Chief, EMS Crew Leader, and EMS Medical Director on quality assurance efforts of the Wausau Fire Department.

EMS QA Coordinators will be actively involved in a continual quality cycle which includes planning, implementation, assessment/evaluation, and review. Responsibilities will include but are not limited to protocol development and implementations, review of patient care reports and data outcomes. Must work collaboratively to improve quality with modifications as needed.

EMS QA Coordinators shall receive \$1000 annually in addition to their regular pay. If an employee is assigned to an EMS QA Coordinator position for less than a year, that amount shall be prorated accordingly.

The EMS QA Coordinator shall be required to possess a Wisconsin Paramedic License, be currently assigned as a Firefighter/Paramedic and have a minimum of three (3) years' experience with the Wausau Fire Department.

The EMS QA Coordinators will be selected or appointed annually after crew assignments are completed. Each crew will have one EMS QA Coordinator who shall be selected for appointment on a voluntary basis by seniority, beginning with the most senior qualified Firefighter/Paramedic of that crew and proceeding down the seniority list until the position is filled. If there are no voluntary applicants from the rank of Firefighter/Paramedic, a paramedic from the rank of Lieutenant or Engineer may be considered. If there are no voluntary applicants for the position(s), the Chief may appoint an EMS QA Coordinator(s).

Human Resource and Finance Committees Packet

November 2024

Agenda Item
Discussion and possible action to approve CBA between the City of Wausau and Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC
Background
The City concluded negotiations with Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC. The WFA Local 415, AFL-CIO and CLC contract ends on December 31,2024. The contract presented to HR and Finance Committees will replace expiring contract.
Fiscal Impact
• Firefighters, Engineers, and Lieutenants will receive 3% on the first pay period of 2025 and an additional 1% at the start of the 13th pay period. • In 2026 they will receive 3% at the start of the first pay period and 1% at the start of the 13th pay period • In 2027, they will receive a 4% raise
Staff Recommendation
Discuss and possible action on approving labor contract with Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.
Staff contact: James Henderson (715-261-6634)

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

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEES	
Proposal to Change Hiring Process and Minimum Requirements for Wausau Fire Department Applicants.	
Committee Action:	HR Pending FIN Pending
Fiscal Impact:	None
File Number:	24-1209
Date Introduced:	December 10, 2024

FISCAL IMPACT SUMMARY		
COSTS	Budget Neutral	Yes ☒ No ☐
	Included in Budget:	Yes ☒ No ☐ Budget Source: 2025 Budget
	One-time Costs:	Yes ☒ No ☐ Amount:
	Recurring Costs:	Yes ☒ No ☐ Amount: Yearly contracted wages
SOURCE	Fee Financed:	Yes ☐ No ☒ Amount:
	Grant Financed:	Yes ☐ No ☒ Amount:
	Debt Financed:	Yes ☐ No ☒ Amount Annual Retirement
	TID Financed:	Yes ☐ No ☒ Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐	

RESOLUTION

WHEREAS, as City of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

WHEREAS, your Human Resources Committee has reviewed and recommends revising the minimum hiring requirements and provide in-house training and certifications for new hires to strengthen recruitment and retention and remain competitive in the existing labor market; and

WHEREAS, your Human Resources Committee has reviewed and recommends approving the attached proposal which outlines a new approach to hiring that would allow the fire department to hire for character and potential, while addressing the current challenges with overtime and staffing; and

WHEREAS, funding is provided in the 2025 budget;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the revisions for minimum requirements of the Wausau Fire Department hiring process be approved as presented; and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau approves implementation effective December 12, 2024.

Approved:

Doug Diny, Mayor

Memo

To: Human Resources Committee Members

From: Jeremy Kopp, Fire Chief

Date: 11/13/2024

Subject: Proposal to Change Hiring Process and Minimum Requirements for Wausau Fire Department Applicants

Purpose:

This memo is to propose a discussion regarding changes to the hiring process and minimum requirements for applicants to the Wausau Fire Department. The department is experiencing significant staffing shortages and difficulty finding qualified applicants who meet the current minimum certification requirements. The attached proposal outlines a new approach to hiring that would allow the department to hire for character and potential, while addressing the current challenges with overtime and staffing.

Background:

The Wausau Fire Department is currently facing a severe shortage of staff, with the department struggling to find qualified applicants who meet the current minimum requirements for both firefighter and paramedic positions. As a result, the department is experiencing high levels of overtime, which is placing a strain on our existing staff and negatively impacting the department's operational effectiveness and employee morale.

Currently, the minimum requirements for applicants include both fire academy certification and paramedic licensure. However, the pool of candidates who meet these qualifications is limited, and recruitment efforts have not yielded enough qualified applicants to fill open positions.

Given these challenges, the Fire Department is proposing a shift in the hiring process that would allow us to hire individuals based on their character, work ethic, and potential, with the understanding that we would provide the necessary training and certification in-house. This change would allow us to expand the applicant pool and give us the flexibility to hire candidates who demonstrate the right qualities and a commitment to serving the community.

Key Points of the Proposal:

1. **Hire for Character, Train for Skills:** The Fire Department would focus on hiring applicants who demonstrate strong character, reliability, and a commitment to public service, even if they do not meet the current certification requirements.

Training and certification in firefighting and emergency medical services would be provided in-house, allowing for a broader pool of candidates.

2. **In-House Training and Certification:** The Fire Department would assume responsibility with collaboration from NTC for the necessary fire academy training, paramedic certification, and other required credentials. By investing in the development of new hires, the department can build a team that aligns with its core values and operational needs.
3. **Reducing Overtime:** A key objective of this proposal is to reduce the excessive overtime currently being worked by our firefighter paramedics. With a more robust hiring pool and the ability to train new hires more quickly, we can reduce the workload on existing staff, improve work-life balance, and decrease burnout.
4. **Flexibility and Retention:** By adapting the hiring process, the Fire Department hopes to attract more applicants who may not have previously considered a career with the department due to certification barriers. Additionally, investing in the growth of our employees from the outset may help with retention by fostering a sense of loyalty and long-term commitment to the department.

Rationale for Change:

- **Staffing Shortages:** The department is significantly short-staffed, and the current approach to hiring has not produced sufficient candidates to meet operational needs.
- **Overtime Strain:** Overtime costs are rising due to a reliance on current staff working excessive hours to cover vacant shifts. This is unsustainable and impacts both the financial budget and the well-being of employees.
- **Candidate Pool Limitations:** The strict certification requirements limit the pool of potential applicants, making it harder to find qualified candidates in a timely manner. Allowing for more flexibility in the hiring process could increase the number of applicants and reduce hiring delays.

Attached Proposal:

The attached proposal outlines specific changes to the hiring process and the steps involved in providing in-house training for new recruits. This proposal also includes a timeline for implementing these changes and potential budget implications.

Next Steps:

- Review and discuss the attached proposal in detail during the Human Resources Committee meeting.
- Evaluate the potential impacts on the department's staffing, training, and budget.
- If approved, begin the process of revising recruitment materials, adjusting the hiring process, and setting up in-house training programs.

Recommendation:

I recommend that the Human Resources Committee approve the proposal to revise the minimum hiring requirements and provide in-house training and certification for new hires. This approach will allow us to attract more applicants, improve staffing levels, and reduce the current strain on existing personnel due to overtime.

Please review the attached proposal, and I look forward to discussing this matter in greater detail at the upcoming meeting.

Sincerely,

Jeremy Kopp

Fire Chief

Wausau Fire Department

Wausau Fire Department

2024- Recruitment Initiative

Proposal to Expand Wausau Fire Department Hiring Criteria to Include EMT-Basic Candidates and Implement an In-House Paramedic Apprenticeship Program

Background: The Need for Change in Wausau Fire Department's Hiring Process

The Wausau Fire Department (WFD) is facing an urgent staffing shortage, with ten current vacancies out of 66 line staff positions. Additionally, two more retirements are anticipated by the end of 2025, further exacerbating our staffing needs. Despite multiple recruitment processes conducted since April 2024, we have only successfully hired one firefighter-paramedic. This limited success rate highlights the challenges of meeting the department's essential staffing levels under the current hiring requirements.

Current Hiring Requirements

Presently, the WFD's minimum hiring requirements include several certifications and qualifications that prospective candidates must meet before applying, which has constrained the hiring pool. Currently, WFD firefighter candidates must meet the following minimum requirements:

- Be 18 years of age or older
- Possess a high school diploma, GED, or HSED
- Hold a valid, unrestricted driver's license
- State of Wisconsin Firefighter I Certification (or IFSAC Accredited equivalent)
- State of Wisconsin or National Registry EMT-Basic License and be enrolled in an accredited Wisconsin Technical College paramedic training program
- NIMS ICS 700 and 100 Certifications
- Hazardous Materials Operations Certificate
- CPAT Certification obtained within the last 12 months

Challenges with Current Requirements

The WFD's commitment to maintaining high standards and ensuring a high level of emergency care remains unwavering. However, the current hiring prerequisites have proven to be a significant barrier to recruitment, limiting the number of potential applicants who can apply for firefighter positions. Our staffing model requires fully qualified firefighter-paramedics to

respond effectively to emergency situations. However, the lengthy and costly process of obtaining multiple certifications before employment discourages many potential candidates from pursuing a career with WFD.

Proposed Solution: Adjusted Hiring Process

To address this pressing recruitment issue, we propose to expand the hiring pool by adjusting our hiring criteria. This modification will allow candidates with EMT-Basic licenses to apply and join the WFD, with the commitment that each firefighter will complete paramedic certification as part of their professional development with the department. This approach will allow the WFD to attract a broader applicant base while maintaining our commitment to high-level paramedic care.

Our proposed change will not lower the quality of care delivered by WFD but will simply adjust the prerequisites to accommodate candidates who will be trained to the paramedic level as part of their career progression within the department. This adjustment in our recruitment strategy is essential to fill vacancies and maintain critical emergency services for the Wausau community.

Proposed Change to Hiring Requirements

Presently, the WFD's minimum hiring requirements include several certifications and qualifications that prospective candidates must meet before applying. The following is what is being proposed in order to attract quality candidates:

- Be 18 years of age or older
- Possess a high school diploma, GED, or HSED
- Hold a valid, unrestricted driver's license
- State of Wisconsin or National Registry EMT-Basic License
- CPAT Certification obtained within the last 12 months

Objective

To expand the hiring pool for firefighter positions at the Wausau Fire Department (WFD) by allowing applications from candidates with an EMT-Basic license, in addition to paramedic-certified applicants. This change would enable WFD to increase its recruitment capabilities in a competitive job market. EMT-Basic hires, or "Apprentices," will be enrolled in an in-house paramedic program supported by Northcentral Technical College and led by WFD personnel, thus facilitating their development into fully licensed and national registered paramedics.

Proposal Summary

The Wausau Fire Department currently restricts firefighter hiring to applicants with paramedic licensure. However, with the competitive job market and recruitment challenges, there is a critical need to broaden the hiring base. This proposal outlines a strategic change to permit hiring EMT-Basic candidates, who will subsequently train for paramedic certification through an internal apprenticeship program. This initiative is designed to attract additional candidates, offer an accessible pathway for professional development, and meet the community's emergency response needs.

Apprenticeship Program Overview

1. Initial Firefighter Academy Training

- o EMT-Basic hires, now termed "Apprentices," will complete a six-week internal academy, gaining foundational knowledge in WFD operations, department-specific protocols, and emergency response tactics. This ensures new hires are prepared for immediate field assignments.

2. Paramedic Training Program

- o Following the academy, Apprentices will be enrolled in a paramedic program run by Northcentral Technical College, taught by experienced WFD personnel. The ten-month course will run three days a week, eight hours a day, allowing Apprentices to obtain paramedic licensure while actively working with the department and counting towards staffing.

3. Operational Experience

- o When not in class, Apprentices will be integrated into daily department operations by riding "third" on both the engine and ambulance, supervised by experienced firefighters and paramedics. This arrangement provides them with on-the-job training, reinforcing their education and giving them exposure to real-life emergency responses.

4. Compensation and Employment Terms

- o Apprentices will earn wages at an adjusted apprentice rate lower than new hires who already hold paramedic licensure. Upon achieving paramedic certification, their pay will be adjusted accordingly.
- o Apprentices will sign a three-year employment contract. Those who leave before the three-year term or fail to obtain paramedic licensure within 18 months will be subject to termination and required to repay training costs incurred by the City of Wausau.

- o WFD will cap the number of active Apprentices at maximum of nine at any given time to ensure effective management and quality training.
 - o The apprentice will remain on probation for up to one year after obtaining paramedic licensure.
-

Anticipated Benefits

1. Enhanced Recruitment Capabilities

- o By opening positions to EMT-Basic candidates, the WFD will be able to attract more applicants, addressing the current limitations in the hiring pool. This expansion allows the department to more effectively fill vacant positions, ensuring continued public safety.

2. Cost-Effective Development of Personnel

- o The in-house paramedic program allows the WFD to develop EMT-Basic hires into paramedics in a controlled, cost-effective manner. The program leverages internal resources and expertise, allowing the department to maintain high standards without outsourcing the training process.

3. Workforce Retention and Stability

- o The contractual agreement associated with the apprenticeship ensures a stable workforce, reducing turnover and securing a return on training investments. The three-year contract fosters long-term commitment, while financial repayment terms protect departmental resources if early departure occurs.

4. Improved Community Service and Response

- o With expanded recruitment and a structured training program, the department can maintain optimal staffing levels, improving response times and service quality for the Wausau community. Apprentices will bring added value to operational readiness, contributing to a dependable and highly trained team.
-

Implementation Timeline

1. Approval and Policy Adjustment *(November 2024)*

- o Pending approval of this proposal, WFD will update hiring policies to reflect EMT-Basic eligibility and publish revised job listings.

2. Recruitment and Outreach *(December 2024)*

- o WFD will begin recruitment efforts targeting both EMT-Basic and paramedic-certified applicants. The department will highlight the paramedic training pathway and the opportunity for professional advancement within the program.
 - 3. **First Academy Start Date** (*January 2025*)
 - o A four-week internal academy will be scheduled for new EMT-Basic hires, immediately followed by the ten-month paramedic program.
 - 4. **In-House Paramedic Program** (*February- December 2025*)
 - 5. **Program Monitoring and Evaluation** (*December 2025*)
 - o WFD will conduct quarterly reviews of the apprenticeship program to ensure training quality, operational effectiveness, and alignment with departmental goals. Adjustments will be made as necessary to maintain program standards.
-

Appendix E

A. Apprenticeship Definition.

- a. The Apprenticeship Program within the Wausau Fire Department is a structured and comprehensive training initiative designed to develop and enhance the skills and competencies of new employees in the field of firefighting and emergency response. This program, collaboratively established by the Wausau Firefighters IAFF Local 415 and the City of Wausau, includes a combination of hands-on practical experience, classroom instruction, and mentorship from experienced firefighters. The primary objectives of the Apprenticeship Program are to prepare apprentices for full integration into the workforce as qualified firefighters.
- b. An "Apprentice" within the Wausau Fire Department is an employee who is engaged in a structured, on-the-job training program designed to provide the necessary skills and knowledge required for the role of a firefighter. This program is conducted under the supervision and guidance of experienced personnel and adheres to the standards and regulations agreed upon by the Wausau Firefighters Association and the City of Wausau. The apprentice is expected to participate in both practical and theoretical training components, including emergency response procedures, firefighting techniques, and community service responsibilities.
- c. Duration: Once approved for hire as an apprentice the apprentice has maximum of 18 months to complete the program. Upon successful completion of the apprenticeship program the apprentice will be employed as regular firefighter/paramedic.

- d. Wages: Wages for the apprentice will be set at livable wage. The livable age will be negotiated between IAFF Local 415 and City of Wausau.
- e. Apprentices will be required to work a minimum of forty (40) hours per week. They will work an average of 56 hours per week once assigned to a crew.
- f. Hours spent in class outside of the apprentices' normally scheduled hours will not be considered paid.
- g. Upon being hired as an apprentice the apprentice will receive an Early Engagement Benefit. If the apprentice does not successfully complete the apprenticeship program or quits prior to completion the apprentice will be required to pay in full the Early Engagement Benefit back to the City of Wausau.
- h. Upon being hired as an apprentice the apprentice will also receive an Early Engagement Tuition Credit. This credit is specifically designated to support the cost of paramedic school tuition. It reflects the City's commitment to investing in the education and development of its apprentices, ensuring they have access to the necessary training and certifications to advance their careers and contribute effectively to the department
- i. Apprentices that successfully complete the apprenticeship program and are approved for to be hired as a full-time firefighter / paramedic will receive the contracted starting wage for firefighter / paramedic.
- j. Apprentices hired and receiving the Early Engagement Benefit and Early Engagement Tuition Credit will be required to maintain employment with the Wausau Fire Department for a minimum of three (3) years.
- k. If those receiving the Early Engagement Benefit do not maintain employment with the Wausau Fire Department for a minimum of three (3) years will be required to pay in full the Early Engagement Benefit and all cost associated with school, training and equipment including the Early Engagement Tuition Credit back to the City of Wausau.

*****Chart for explanation of Early Engagement Benefit, for the Apprentice and Entry Level Firefighter**

	Hourly Wage for 56 hr week	Early Engagement Benefit (EEB)	Early Engagement Tuition Credit (EETC)	Monthly Salary	Yearly Salary	Yearly Salary with EEB & EETC
Starting for 1 st year Apprentice	\$15.79	\$10,000	\$5,000	\$4,246.67	\$45,960	60,960
2025- Start Firefighter	\$20.93	0	0	\$5,080	\$60,960	NA
One year Firefighter- post apprenticeship	\$22.07	0	0	\$5,356	\$64,271	NA
One year post apprenticeship with Paramedic	\$23.40	0	0	\$5,677	\$68,128	NA

Conclusion

The proposed changes to the Wausau Fire Department's hiring process and the introduction of an EMT-Basic to paramedic apprenticeship program will enable WFD to expand its hiring pool, ensuring optimal staffing while providing a structured, cost-effective pathway for professional development. This approach will enhance recruitment, improve workforce retention, and elevate service delivery standards for the Wausau community.

By implementing this program, the Wausau Fire Department demonstrates its commitment to proactive and sustainable workforce planning, ensuring a reliable team capable of delivering essential emergency services to the community.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system.

Committee Action: Pending

Fiscal Impact: None

File Number: 92-1135

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau and Marathon County have participated in an E911 system for several years; and

WHEREAS, Wis. Stats. §256.35(9)(a) through (c) mandates that public agencies participating in an E911/NG-911 system enter into a joint powers agreement; and

WHEREAS, your Finance Committee, at their December 10, 2024 meeting recommended approving the Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. §256.35(9)(a) through (c); and

WHEREAS, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the attached Joint Powers Agreement.

Approved:

Doug Diny, Mayor

**JOINT POWERS AGREEMENT
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2025 and continue in full force and effect for a period of one year until December 31, 2025, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2024.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this ____ day of _____, 2024

MARATHON COUNTY

BY: _____

Lance Leonhard
County Administrator

Dated and signed this ____ day of _____, 2024

CITY OF WAUSAU

BY: _____

Doug Diny
Mayor

Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808



Anne L. Jacobson
City Attorney

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: December 3, 2024
Re: Joint Powers Agreement with Marathon County for E911/NG-911 System

Purpose: To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system for the calendar year, 2025.

Facts: On December 19, 2023, Council approved a Joint Powers Agreement with the County for one year, effective January 1, 2024.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

Recommendation: Approval.

JOINT RESOLUTION OF THE HUMAN RESOURCES AND FINANCE COMMITTEE

Approving the Recruitment for the Human Resources Director Position and related budget modification

Committee Action: Pending

Fiscal Impact: \$23,000

File Number: 23-1109

Date Introduced: December 10, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Reserves</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$23,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the incumbent Human Resources Director has resigned; and

WHEREAS, an external recruitment is recommended to guide a nation-wide search and selection process for the best candidate; and

WHEREAS, the recruitment shall be partial funded via salary savings; and

WHEREAS, your Human Resources Committee recommends the search using HR Gov; and

WHEREAS, your Finance Committee and Human Resources Committee have reviewed and recommends the budget modification to support the external recruitment; and

BE IT RESOLVED, the Common Council of the City of Wausau does hereby approve a budget modification of \$23,000 for an external recruitment for Human Resources Director with any shortfall in salary savings being funded by reserves.

Approved:

Doug Diny, Mayor