



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **FINANCE COMMITTEE**
Date/Time: **January 14, 2025, at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Members: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- 1 Minutes of the previous meeting (12/10/2024).
- 2 Discussion and possible action approving Cintas Corporation contract for janitorial supplies.
- 3 Discussion and possible action approving of pay rate for Community Service Officer (CSO) II for the Wausau Police Department.
- 4 Discussion and possible action on sale of Wausau Fire Department Ladder 2 and budget modification for potential replacement.
- 5 Discussion and possible action on approval of the First Amendment to the Master Partnership Agreement between Community Infrastructure Partners, LLC Agreement.
- 6 Discussion and possible action on contract assessment services for real property between the City of Wausau and City of Schofield for years 2026-2030.
- 7 Discussion and Possible action regarding budget modification for the repair and reopening of 28th Avenue from Madonna Drive to West Wausau Avenue from June 2025 through April 2026.
- 8 Discussion and possible action to approve reclassification of Fire Marshal (Grade 14) to Divisions Chief - Inspections-Community Risk Reduction (Grade 13).
- 9 Discussion and possible action amending the Employee Handbook Section 5.15.5 – Clothing and Equipment.
- 10 Discussion and possible action approving Preventive Maintenance Program Agreement with Schindler Elevator Corporation.
- 11 **CLOSED SESSION** pursuant to Section 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 regarding possible action on sales study for real estate acquisition and the Nominal Payment Parcel Report for West Wausau Avenue, Stevens Drive to North 10th Avenue, Project ID 6999-00-16 .
RECONVENE into Open Session, to take action on Closed Session item.

Adjourn

Michael Martens, Chairperson

NOTICE: The makeup of the Finance Committee and Human Resources Committee are identical; therefore, it is expected that a quorum of members of the Human Resources Committee will be in attendance. It is possible that a quorum of members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kody.hart2@ci.wausau.wi.us with "Finance Committee Public Comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom 01/09/2025 at 5:00 PM.

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

JOINT FINANCE COMMITTEE AND HUMAN RESOURCES COMMITTEE

Date and Time: Tuesday, December 10, 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), Terry Kilian (VC), Gary Gisselman, Michael Martens, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Jeremy Kopp, Justin Pluess

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:20 P.M.

Minutes of the previous meeting(s) (10/09/2024, 10/14/2024, 10/16/2024, 10/29/2024, 11/26/2024).

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

Discussion and possible action amending Wausau Municipal Code 3.25.090 and 3.25.100 (Room Tax Interest and Penalty assessment).

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

Discussion and possible action on approving Purchase of Animal Impoundment Services Agreement.

Motion by Henke, seconded by Gisselman, to approve. Motion carried 4-1, with Tierney opposed.

Discussion and possible action on approving Joint Powers Agreement with Marathon County regarding E911/NG-911 system.

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

Discussion and possible action approving sole source purchase request for hazmat safety equipment with Clarey's Safety Equipment for the Wausau Fire Department.

Tierney questioned if this was budgeted. It was stated the hazmat budget is funded by the state and not part of the city's budget allocation.

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

Discussion and possible action approving sole source purchase request for Elevator Service Contract with Schindler Elevator Corporation for the Department of Public Works.

Tierney questioned if this was the previous vendor. It was stated this was the previous vendor and this was renewing the contract.

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

Discussion and possible action approving Cintas Corporation contract for janitorial supplies.

Without objection, this item was tabled by the request of Martens.

Discussion and possible action on proposal to expand Wausau Fire Department hiring criteria to include EMT-Basic Candidates and implement an In-House Paramedic Apprenticeship Program.

McElhaney questioned why it was decided to offer an early engagement benefit. It was also stated the benefit was meant to be a retention tool. McElhaney stated concerns with incentives not being available on continued employment and questioned if the bonus should be placed as a step in the salary to encourage retention.

Tierney stated concerns with the bonus as well. It was stated the concerns were that applicants would leave shortly thereafter along with extra income that did not result in retention.

Gisselman questioned how the benefit was calculated. It was stated in previous years a flat tuition credit was provided and this would allow applicants to pay for the tuition out of pocket and in addition to a bonus for retention.

Tierney questioned how the fire department compared to surrounding cities. It was stated that in the city all applicants must be a paramedic and receive a promotion to move up which is different from other cities. Tierney stated support for the flat rate for training but opposed the additional bonus.

Martens stated the combination of the tuition credit, and the bonus will work towards keeping people motivated in the program and keep people with the department.

Motion by Gisselman, seconded by Henke, to approve. Motion carried 4-1, with Tierney opposed.

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; and relating to approval of purchasing and assembling of properties along the west riverfront for the relocation of the public works garage and pedestrian trail acquisition.

Motion by McElhaney, seconded by Tierney, to convene into Closed Session.

Roll Call Vote - Yes: Henke, Tierney, McElhaney, Gisselman, Martens; No: None. Motion carried 5-0.

CONVENED into Closed Session.

RECONCENED into Open Session for discussion and possible action on closed session items.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE HUMAN RESOURCES COMMITTEE

Noting the presence of a quorum Chairperson McElhaney called the meeting to order at 6:15 P.M.

Discussion and possible action Approving the Recruitment for the Human Resources Director Position and related budget modification.

Without objection, this item was tabled by the request of McElhaney by the Human Resources Committee and Martens by the Finance Committee.

CLOSED SESSION pursuant to Section 19.85(1)(b) of the Wisconsin State statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing the tentative bargaining agreements with the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.

Motion by Henke, seconded by Tierney, to convene the Finance Committee into Closed Session.

Roll Call Vote - Yes: Tierney, Henke, McElhaney, Gisselman, Martens; No: None. Motion carried 5-0.

Motion by Tierney, seconded by Gisselman, to convene the Human Resources Committee into Closed Session.

Roll Call Vote – Yes: Tierney, Kilian, Gisselman, Martens, McElhaney; No: None. Motion carried 5-0.

CONVENED into Closed Session.

RECONCENED into Open Session for discussion and possible action on the approval of the Collective Bargaining Agreements with the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC.

Motion by Henke, seconded by McElhaney, to approve the agreement with the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC for the Finance Committee. Motion carried 5-0.

Motion by Kilian, seconded by Tierney, to approve the agreement with the Wausau Firefighter Association Local 415, IAFF, AFL-CIO and CLC for the Human Resources Committee. Motion carried 5-0.

Adjourn

Motion by Gisselman, seconded by Martens, to adjourn the meeting of the Human Resources Committee. Motion carried. Motion by Tierney, seconded by Henke, to adjourn the meeting of the Finance Committee. Motion carried. Meeting adjourned at 6:21 P.M.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=qGR9etUuWTY>, <https://www.youtube.com/watch?v=hCXyAEQ3l4U>, and <https://www.youtube.com/watch?v=WyXy5vyshBs>



TO: Finance Committee

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

DATE: December 10, 2024

SUBJECT: Cintas Contract – Janitorial Supplies

Staff continues to look for ways to save money and increase efficiencies both in the department and city wide. One way to improve efficiencies and reliability is to establish a multi-year contract for janitorial supplies. Having a contractor/vendor that can deliver to each facility specifically each week and maintain accurate inventory for the city at each facility will be extremely beneficial.

Cintas has this capability for their service and they are a nationwide service provider. They have delivery trucks in Wausau every week and they also have a local contact for any issues and emergencies we may need moving forward. Cintas was awarded a contract with the University of Nebraska and with this contract others may use this competitively bid pricing. The City procurement policy allows for “piggy backing” off other contracts that were written to allow this type of cooperative purchasing.

Workplace Solutions Cooperative Acceptance Agreement



Location #: _____
Contract #: _____
Customer #: _____

Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**
GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please
replace agreement # with current
Locally Managed MLA)

Customer/Participating Agency: _____ ("Customer") Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$	ea	Embroidery	\$ ea
Uniform Advantage	Item:			\$ ea per week
Premium Uniform Advantage	Item:			\$ ea per week
Emblem Advantage	Item:			\$ ea per week
Prep Advantage	Item:			\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:

Customer Initials:

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:

Customer Signature:

Cintas Representative Signature:

Print Name:

Title:

Print Title:

Accepted-GM:

Email:

Cintas Enterprise Account: ☐ Yes ☐ No

Customer Contact:

Cintas Enterprise Partner Name:

Customer Contact Email:

Karl Schaefer

Cintas Representative Initials:

Customer Initials:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

[illegible]

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: _____ Customer Initials: _____



WAUSAU

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

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Finance Committee

Date: January 14, 2025

Re: 2025 new position – Police Department – Community Service Officer II pay scale

Purpose:

Requesting approval of pay scale - Community Service Officer (CSO) II

Background:

Following Committee discussions on reduced budget and restructuring of the Animal Control program, on September 19, 2024, the City Council approved the Police Department's proposal for animal control services delivery for 2025 onward. As approved, a full-time Humane Officer position was removed for 2025, and a Community Service Officer II position was to be created (up to 3 positions, non-benefited, each allotted up to 20 hours per week). The proposal included a new CSO II job description and recommended a competitive starting pay rate to fit within the animal control budget.

The Department requests the below pay rate and schedule for the approved CSO II position, considering allotted annual average of 20 hours per week (1,040 per year) per employee. The request is budget-neutral.

DEPARTMENT	SALARY GRADE	POSITION (Part-time)	HOURLY WAGE
POLICE 9100 (710)		Community Services Officer II – 1 st Year	\$20.00
		Community Services Officer II – 2 nd Year	\$20.70
		Community Services Officer II – 3 rd Year	\$21.40
		Community Services Officer II – 4 th Year	\$22.10

- Year 1 – \$20,800 per employee (\$62,400 for 3 employees).

Recommendation:

The Department brings forward and recommends approval of the Community Service Officer II pay scale as it seeks to have the openings posted and filled.



WAUSAU

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

Memorandum

From: Captain Nathan Cihlar, Police Department

To: Human Resources Committee

Date: January 13, 2025

Re: 2025 new position – Police Department – Community Service Officer II

Purpose:

Requesting approval of Job Description - Community Service Officer (CSO) II

Background:

Following Committee discussions on restructuring of the Animal Control program, on September 19, 2024, the City Council approved the Police Department's proposal for animal control services delivery for 2025 onward. The proposal included creation of a part-time Community Service Officer II position (up to 3 positions). The proposal included a new job description, which this Committee reviewed as part of approving the overall proposal.

Recommendation:

The Department brings forward and recommends approval of the Community Service Officer II job description, as it seeks to have the openings posted and filled.

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and possible action creating a Community Service Officer II position.
Background
May 20, 2024, Public Health and Safety approved restructuring of the animal control program to replace the Human Officer with three part-time Community Service Officer II. On August 12, 2024, the Human Resources Committee voted to send the animal control program restructure proposal to the Common Council for approval. On August 19, 2024, the Common Council approved the restructure of the program. At the time of approval by Common Council, a job description was included however, the job description was not specifically approved.
Fiscal Impact
None, this change is already budgeted.
Staff Recommendation
Approve the position creation as requested.
Staff contact: Anne Keenan, 715-261-6632



JOB DESCRIPTION

Community Service Officer II

Job Title:	Community Service Officer II	Reports To:	Lieutenant - Administration
Department:	Police	FLSA Status:	Non Exempt
Division:	Administrative Bureau	EEO Code:	4-Protective Services
Salary Grade:	PT	Occupational Code:	9100
Employee Group:		Training Category:	D-Staff
Created:		Last Revision:	June 2024

This description is not an announcement of a position opening. To view current openings please visit wausau.gov. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to assist the Wausau Police Department with enforcement of City Ordinances with priority on ordinances related to the control of animals. With presence in the community as a non-sworn officer, the employee has a significant impact on the quality of life through ordinance compliance and enforcement activities, developed relationships with community partners, and role as a first-responder for animal-related calls for service.

Essential Duties and Responsibilities

1. Provides mobile presence in neighborhoods in assigned vehicle; proactively addresses animal-related ordinance violations encountered (i.e., animals at-large) and acquires awareness of residences that house animals.
2. Responds to calls for service involving stray animals, animal bites, noise complaints, concern for animal welfare and/or complaints of non-compliance; issues citations for violations.
3. Checks compliance and enforces ordinances of the City of Wausau Municipal Code related to nuisance abatement, to mitigate quality-of-life concerns in the community; issues citations for violations.
4. Conducts animal capture and transport independently, and in assistance to sworn Officers' investigations.
5. Provides courteous and tactful customer service in citizen interactions, and advises animal owners on responsible pet ownership in alignment with the City's ordinances.
6. Assists the department in public promotion activities regarding pet licensing, responsible pet ownership, vaccinations, and rabies control. Supports public education efforts of the Humane Society of Marathon County.
7. Responds to non-emergency calls for service as otherwise assigned and provides assistance as necessary.
8. Operates a department-owned vehicle in normal non-emergency mode, day and night conditions, and during times of inclement weather and congested traffic.
9. Cleans and disinfects kennel areas, vehicles and equipment.
10. Maintains working knowledge of City of Wausau Ordinances as well as current procedures.
11. Prepares written documentation of activities.
12. Assists sworn Officers, community members, and other city employees in problem-solving.
13. Maintains City of Wausau core values.

Additional Duties and Responsibilities

- Perform various other special assignments as assigned by supervisor.

Education and Experience Requirements

Candidates must be a United States Citizen and at least eighteen (18) years old. A high school diploma or equivalent is required. Applicants must possess and maintain an acceptable driving record and a valid Wisconsin driver's license.

Completion of Humane Officer training and certification from the Wisconsin Department of Agriculture, Trade and Consumer Protections is required within 1 year of hire. Following two years of being certified as a Humane Officer, completion of 32 hours of continuing education is required for re-certification.

Knowledge, Skills and Abilities

- Ability to read, interpret and explain City of Wausau ordinances.
- Ability to communicate effectively orally and in writing with citizens, co-workers, supervisors, and others.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as computer, police radio, and telephone.
- Skills to effectively operate computer systems for a variety of tasks.
- Obtain and maintain considerable knowledge of animal-related ordinances, animal-handling safety practices and capture equipment.
- Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as self-defense, operation of a motor vehicle, data entry and assembling.
- Ability to sit, stand, walk, use hands and fingers to handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, or crouch.
- Ability to run, jump, push, pull, and drive safely in adverse conditions.
- Ability to recognize and identify similarities or differences between characteristics of colors, forms, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.
- Ability to use discretion effectively to determine a proper course of action consistent with a community-oriented, problem-solving approach to policing.
- Ability to establish and maintain effective working relationships with those contacted in the course of employment.

Physical and Working Environment

The primary work setting involves operating a vehicle, working on the scene of animal control situations, transporting animals, and handling animals while at the designated animal shelter. Incumbents are exposed to loud noises and unpleasant sights, sounds, and odors when handling animals that are stray, injured, diseased, and dangerous. Incumbents may also be exposed to animal carcasses. Must be able to move animals or objects weighing up to 100 lbs. A majority of work occurs in the field which frequently includes working irregular hours, evenings and weekends as required.

Regular exposure to disagreeable and environmental conditions. Exposed to one or more particularly disagreeable elements such as continuous high noise level, considerable dust, heat, and humidity. Personal protective equipment regularly used. Regular travel.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Requires regular lifting, bending, twisting, turning, and use of power equipment.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

**JOINT RESOLUTION OF THE PUBLIC HEALTH AND SAFETY
AND HUMAN RESOURCES COMMITTEE**

Recommending approval of the proposed restructuring of the animal control program within the Wausau Police Department.

Committee Action: Public Health and Safety 4-1
 Human Resources 3-2

Fiscal Impact: None

File Number: 24-0813

Date Introduced: August 19, 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, at the beginning of 2024, the Everest Metro Police Department chose not to renew their contract with the City of Wausau for animal control services; and

WHEREAS, this non-renewal resulted in a loss of \$16,800 in the 2024 animal control program budget; and

WHEREAS, as a result of the loss of budget, the police department and the clerk's office were tasked with re-evaluating the current animal control program; and

WHEREAS, the re-evaluation revealed the following:

- That the current animal control program was created in 2013 with a primary purpose to relieve patrol officers of the burden of responding to animal-related calls, and that purpose has not been met under the current structure; and
- That the 2013 goal that the cost of the animal control program would be covered by the pet

licensing costs was not achieved; and

- That the current program modeled after a single employee working regular business hours cannot sufficiently complete the work required of the position; and
- That the current program does not properly serve the public given there is a gap in services and patrol officers are still carrying much of the burden of responding to animal-related calls for service; and

WHEREAS, the animal control program restructure recommendation is a reasonable and fiscally responsible means to deliver the animal control services more effectively and more broadly as well as stay budget neutral; and

WHEREAS, the proposed model establishes a team approach that mitigates the current gap in services; and

WHEREAS, the proposed model to use part-time non-sworn officers would allow for up to 60 hours per week of animal control services which would include evening and weekend shifts; and

WHEREAS, the part-time non-sworn officers would be required to obtain Humane Officer certification through the state as well as other training required by the Wausau Police Department; and

WHEREAS, the proposed model will expand capacity and attention to pet licensing compliance and enforcement; and

WHEREAS, the proposed model is a budget neutral restructure which would expand overall capacity and efficiency of animal control and welfare service delivery to the public, as well as capacity for enforcement of a variety of municipal ordinances pertaining to quality-of-life concerns in the community; and

WHEREAS, the proposed model would result in the current employee's termination. Thus, to give the employee adequate time to find replacement employment, the current program would terminate in October 2024 when the 2024 budget expires. The new program would start in January 2025; and

WHEREAS, on May 20, 2024, the Public Health and Safety Committee, after hearing the presentation regarding the proposed restructure of the current animal control program within the police department, recommended the proposal be sent to the Human Resources Committee for consideration; and

WHEREAS, on June 10, 2024, the Human Resources Committee, after hearing the presentation regarding the current model and the proposed restructure of the animal control program, requested more information regarding the required qualifications for the humane officer position at the outset of the program; and

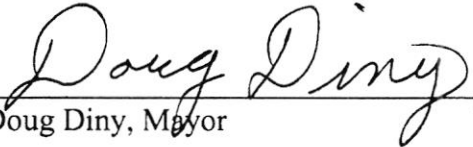
WHEREAS, on July 8, 2024, after receiving the requested information, the Human Resources Committee voted 2-2 to send the animal control program restructure proposal to the Common Council for approval; and

WHEREAS, on August 12, 2024, the matter was placed back on the Human Resources Committee for a revote, and the Committee recommended the proposal be submitted to the Common Council for

consideration; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the current animal control program expire in October 2024 when the budget terminates and be restructured starting January 2025 to the model proposed using multiple part-time officers to provide up to 60 hours of animal control services to include evenings and weekends as opposed to using a single employee to provide 40 hours of services during business hours.

Approved:



Doug Diny, Mayor

DEPARTMENT	SALARY GRADE	POSITION	HOURLY WAGE
POLICE 9100 (710)		Community Services Officer II – 1 st Year	\$20.00
		Community Services Officer II – 2 nd Year	\$20.70
		Community Services Officer II – 3 rd Year	\$21.40
		Community Services Officer II – 4 th Year	\$22.10



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

MEMORANDUM

TO: Mayor Doug Diny

Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Request for legal opinion on potential sale of Ladder Truck 2

DATE: December 11, 2024

Background: On November 26, 2024, the Finance Committee took up the sale of Wausau Fire Department Ladder 2 and potential replacement purchase and discussed possible action, but took no action, instead referring the matter to Public Health and Safety and requesting both a legal opinion regarding the potential of Ladder Truck 2 and the potential purchase of a replacement truck.

Opinion:

In terms of “pending litigation,” this is a worker’s compensation claim, and benefits are being paid for lost time and medical expenses. On Tuesday, March 19, 2024, a City firefighter was injured in the deployment of the aerial ladder truck at the scene of a fire.

Wausau is self-insured for worker’s compensation, so through the City’s administrator for worker’s compensation, Cities and Villages Mutual Insurance Company (“CVMIC”), Attorney Rick Ceman with Bascom, Budish & Ceman, S.C. is engaged to defend the City. The firefighter is individually represented.

At present, there are no disputes concerning the extent and nature of the employee’s injuries, or type of treatment he is receiving. He has not reached the end of his healing period.

By law, the City has a right to recover from a third party, the worker’s compensation benefits it has paid, if the third party is found liable for the injuries. The recovery is governed by a

statutory formula that divides the judgment or settlement from the third party between the injured firefighter and the City.

To date, no defect in the truck has been identified that was created by either the manufacturer of the truck (Sutphen) or the manufacturer of the hydraulic system (Kraft), as having caused the spontaneous retraction of the ladder.

On June 26, 2024, both manufacturers, their attorneys and independent experts, plus the attorney for the firefighter and her expert, conducted a day-long inspection of the truck and its ladder. Following that inspection, Sutphen agreed to pay for compliance testing by an independent company (Command Fire Apparatus). Following the testing, some repairs were necessary, but none of them explained what may have caused the spontaneous retraction. Sutphen made the necessary repairs.

Following Command's inspection, Wausau Fire Department hired Great Lakes to conduct another independent inspection. Different necessary repairs were identified, but again nothing that would explain the cause of the retraction.

Attorney Ceman offered the employee's attorney the opportunity to conduct more testing, but so far additional testing has not been requested.

At present, no entity or individual has identified a cause for the retraction on the date the firefighter was injured.

The City has a statutory right to recover the worker's compensation benefits it has paid, and may pay in the future, provided there is a defect in the truck or ladder mechanism that was manufactured by a third party and that defect caused the injuries to the firefighter. The City has the option of hiring its own expert to conclude either there exists a defect that caused the malfunction or it was an accident, or relying on the expert hired by the firefighter's attorney. A lawsuit against either Sutphen or Kraft, due to an identified defect, must be brought within 3 years of the date of the injury.

If it is determined that the accident was caused by operator error, there would be no recovery from either of the manufacturers, but this finding would have no impact on the worker's compensation claim. The employee is prohibited from suing the City for his injuries based upon operator error. His sole remedy is the worker's compensation claim.

The City should notice the employee's attorney of any potential sale of the truck, to allow her every opportunity to perform whatever testing or inspection she wants, before it leaves the City's possession.

Does the City want a hydraulic expert to give an opinion on whether there exists a defect which caused the injury, or does it want to rely on the expert hired by the firefighter's

attorney? The law allows the City to share in the recovery from a third-party based on the opinions of an expert hired by the firefighter's attorney.

Attorney Ceman has asked the attorney if she has an expert's opinion on the issue of defect, but she has not responded to his request.

Note that the employee filed a Notice of Injury, pursuant to s. 893.80, Wis. Stats. However, if the claim was denied, he could not sue the City because the workers compensation laws bar him from doing so. He is entitled only to worker's compensation benefits.

Within the context of a third party claim against the manufacturer(s), the case law says notice and opportunity to inspect must be given to avoid a claim of spoliation of evidence. The City has complied with this.

In short, he finds no legal impediment to the sale of the truck. This presumes factually accurate information is provided to the company listing the truck for sale.



Wausau Fire Department

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



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Memo

To: Finance Committee and Common Council Members
From: Jeremy Kopp, Fire Chief
Date: 11/12/2024
Subject: Discussion of Sale of Wausau Fire Department Ladder 2 and Potential Replacement Purchase

Purpose:

This memo is to bring forward a discussion regarding the sale of Wausau Fire Department's Ladder 2, the involvement of Brindlee Mountain Fire Apparatus to facilitate the sale, and the potential purchase of a replacement vehicle to meet current operational standards.

Background:

Ladder 2, a critical piece of equipment in the Wausau Fire Department's fleet, has been involved in a significant legal matter following an injury to one of our firefighters in March 2024. Given the ongoing litigation associated with the vehicle, coupled with the need to maintain high standards of safety and operational effectiveness, I am recommending the sale of Ladder 2 and the acquisition of a replacement apparatus that meets our department's needs.

Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, has been identified as a potential partner in facilitating the sale of Ladder 2. Brindlee Mountain has extensive experience in brokering fire apparatus transactions and could assist us in securing a fair market price for the vehicle.

Key Considerations:

1. **Litigation Impact:** The ongoing legal matters associated with Ladder 2 have created operational and liability concerns. The sale of the vehicle would allow the department to resolve these issues and avoid further complications related to its continued use.



2. **Replacement Apparatus:** The Wausau Fire Department remains committed to providing high-quality service to the community. A replacement vehicle will be procured that meets the same operational standards as Ladder 2, ensuring no compromise to safety or response capabilities. We will ensure the replacement vehicle is compatible with the department's needs and meets all safety and regulatory requirements.
3. **Brindlee Mountain Fire Apparatus:** Partnering with Brindlee Mountain provides us access to a vast network of potential buyers and ensures the sale is conducted in a professional and efficient manner. Brindlee Mountain's track record of successful transactions and industry expertise will help us secure a reasonable price for Ladder 2.
4. **Financial Implications:** The sale of Ladder 2 will offset some of the cost of purchasing the replacement vehicle. Additionally, by removing a vehicle with potential legal and maintenance concerns from our fleet, we will reduce future liability and operational disruptions. The financial details will be outlined in future discussions as we move toward selecting a replacement apparatus.

Recommendation:

I recommend that the Finance Committee and Common Council approve the sale of Ladder 2 through Brindlee Mountain Fire Apparatus and authorize the Fire Department to move forward with securing a replacement vehicle that meets the same operational standards. This action will allow us to address ongoing litigation concerns, enhance operational safety, and continue to provide exceptional service to our community.

Next Steps:

- Discussion and feedback from the Finance Committee and Common Council.
- Review of potential sale terms with Brindlee Mountain Fire Apparatus.
- Selection of a replacement vehicle based on the Fire Department's specifications.
- Final approval and authorization for the sale and purchase transaction.

I look forward to discussing this matter further and welcome any questions or suggestions.



BRINDLEE MOUNTAIN FIRE APPARATUS
15410 Hwy 231 Union Grove AL 35175 • 256-776-7786

Listing and Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20____:

Apparatus: _____ (the "Apparatus")

Apparatus owned or exclusively offered for sale by: _____ ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner")

List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller:

[insert seller name above]

By: _____
Name: _____
Title: _____
Date: _____

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name: _____
Title: _____
Date: _____

Revised 12/28/2022

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 16, 2024, at 5:15 p.m., Council Chambers

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

Members Excused: Sarah Watson

Others Present: Anne Jacobson, Mathew Barnes, Jeremy Kopp, Peter Fish, Tracy Durante

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

Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.

Rasmussen questioned if the fire department had experience with other truck manufacturers under consideration for replacing ladder 2. It was stated the department did not have direct experience with the manufactures, but a particular company was more prevalent in the state. Rasmussen stated a preference for working with manufacturers with proven quality and experience. It was stated the committee was to decide the policy of selling the equipment and moving forward to having the Finance Committee decide on the purchase of a replacement.

Larson stated it would be difficult to sell equipment when the cause of a potential malfunction had not been determined. It was stated liability is limited as there would be full disclosure when selling the equipment. Larson stated approval of selling the equipment should liability not fall on the city.

McElhaney questioned what would happen should a further investigation determine the malfunction was caused by the equipment. It was stated the sale would have to be done in coordination to allow for an additional investigation.

Lukens stated the department needed equipment to replace this and the liability is a work compensation claim for the city and not a liability on the equipment itself from the city. Lukens stated the city will gain from the sale.

Rasmusen stated replacement equipment should be based on quality and experience as opposed to speculation on equipment that has not been tested in this climate before.

Motion by Lukens, seconded by Larson, to recommend to the Finance Committee to move forward with the sale of Ladder 2 and work with city staff to finance the amount and timing of the purchase. Motion carried 4-0.

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 sale of Wausau Fire Department Ladder 2 and potential replacement purchase.

McElhaney stated concerns selling something that had liability and operations concerns and questioned if that puts the city at liability risk. It was stated there is no intention to not disclose the liability of the equipment.

Tierney stated concerns with the city selling something to another fire department when the city's fire department would not use it themselves. Tierney questioned if this would prompt the department to sell any equipment if it malfunctioned and lost the faith of the department members. Tierney stated it is not feasible to offload equipment every time there is a malfunction. It was stated the difference between those scenarios is the cause of this particular malfunction is still unknown.

McElhaney questioned when the equipment was purchased. It was stated this was purchased in 2021.

Tierney stated reservations with how recent the equipment was purchased and how soon it is being offloaded.

Martens questioned if this equipment would remain dormant at the station should it not be sold. It was stated the equipment may be used to a limited extent.

Gisselman questioned the litigation and if that had come before the Common Council and stated concerns selling the equipment while the litigation was ongoing. Gisselman stated a concern with putting the city's name on equipment being sold while under litigation.

Henke questioned how long it would be in between selling the equipment and purchasing new equipment and if there was a way to see if a more concrete purchase price of different equipment could be determined. It was stated that more work could be done to estimate the purchase price of different equipment. Henke stated a preference for the litigation to be discussed by the Public Health & Safety Committee before moving forward.

Martens stated a similar sentiment to Henke that the Finance Committee would be more comfortable moving forward after a discussion on litigation and different equipment costs and directed staff to move this item to the Public Health & Safety Committee for that further discussion.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving First Amendment to the Master Partnership Agreement between Community Infrastructure Partners, LLC (“CIP”), City of Wausau (“CITY”) and Wausau Water Works (“WWW”)

Committee Action:

Fiscal Impact:

File Number:

Date Introduced:

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 October 17, 2023, WWW approved entering into a contract with CIP for lead service line replacement and related infrastructure, and on December 19, 2023, the CITY approved entering into a contract with CIP as well, and a Master Partnership Agreement (“Agreement”) was dated February 16, 2024, and executed; and

WHEREAS, all parties desire to amend the terms of the Agreement to comply with Safe Drinking Water Loan Program requirements, pursuant to Chapter NR 166, Wis. Admn. Code, as a condition precedent to receiving financial assistance in the form of a loan, principal forgiveness or refinancing a municipality’s interim debt obtained for the project, and as requested by the Wisconsin Department of Natural Resources (“WDNR”); and

WHEREAS, the WDNR, working within its administrative rules for funding this project, requires the contract be structured as a “cost not-to-exceed” rather than a “cost plus” construct, requires the following changes:

- Elimination of definitions which reference Key Performance Indicators (“KPI”)
- Amending the code reference for the definition of “LSL Professional Services” to “service fees and costs of engineering, architectural, legal, and other professional services provided for the project”
- As to the general scope of Construction Period Work, reflecting that CIP, as the Manager, will not be directly providing any construction work or be responsible for the selection, management and implementation of all construction procedures, but instead will ensure qualified subcontractors perform and implement construction procedures

- As to Compensation, elimination of Manager’s Base Fee as a “direct costs-plus-mark up fee of 7.5%” and instead, structured as a “time and materials” based fee
- Elimination of a performance-based fee, based on KPIs, of direct costs plus 1%, for a maximum of 5% cumulative fee
- Insertion of Schedule 4 – “Not To Exceed Values for LSL Professional Services” which shall be determined as part of each Final Annual Plan each year, and be payable to CPI
- Elimination of Schedule 3 – KPIs
- Addition of Schedule 5 – Scope of Work, which defines the provision of LSL Professional Services through various position roles

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 First Amendment to the Master Partnership Agreement, as attached, with Community Infrastructure Partners, LLC, and Wausau Water Works, to ensure eligibility for financial assistance for lead service line replacement and associated infrastructure.

Approved:

Doug Diny, Mayor

EquiFlow Wausau- Workforce Development Plan

2025 Construction Season

Introduction

Coming off of a highly successful first year of the EquiFlow Lead Free Wausau program which saw the replacement of 629 lines, the focus shifts to the 2025 construction season which envisions tripling that volume and replacing upwards of 1,800 lines pending both financial award from the DNR and approval of the City Council. The capacity necessary to meet this requirement in 2025 as well as the remaining three years of the program will be taxed and as a result it is imperative that an extensive workforce development effort take place to ensure there are enough laborers and plumbers to sustain productivity and quality levels and maintain current price points. The following workforce development plan outlines our comprehensive strategy for recruiting, training, and certifying both laborers and plumbers to ensure they possess the necessary skills to achieve the goals and objectives of the EquiFlow program.

Objectives

There are four (4) pillars to the EquiFlow workforce development plan. They are as follows:

1. Recruitment

The ability to attract a diverse pool of candidates that align with the goals and objectives of the program is a critical step to ensuring that capacity needs can be met. Developing and successfully executing a robust recruiting strategy is critical, while at the same time not over recruiting to the point where there are not viable opportunities for people coming out of the program. Wausau has a robust pipeline of potential sources for recruits, including but not limited to:

- High Schools, including technical and vocational schools
- Juvenile and adult reentry programs
- Refugee resettlement groups
- Unemployed and underemployed individuals
- Career transitioning individuals

The ability to identify these individuals in order to educate them on the opportunity is also a critical step in the process. Those efforts bear a striking similarity to some of the tactics employed as part of the community outreach and engagements efforts aimed at driving resident participation in the program to ultimately sign the consent form, such as:

- Community Outreach- leveraging existing communication channels and materials to drive awareness in the community
- Online Platforms- Leverage the program and city websites as well as job boards (Indeed, Glassdoor) and social media (LinkedIn, Facebook) to advertise positions.
- Educational Institutions- Work with high schools and vocational schools to integrate into their communication channels
- Job Fairs- Host and participate in local job fairs targeting labor sectors at community events, schools, churches, etc.

- Existing governmental and non-governmental organizations- work with existing organizations that are currently working with the identified populations to assist with both communication as well as identifying prospective candidates.

2. Training

Providing the necessary classroom and technical training to meet the requirements of the roles, inclusive of any licensing and/or certifications is necessary to ensure that the work is completed from a compliance and quality perspective. Leveraging the current relationship with LiUNA, we have developed a customized lead service line curriculum that identifies pertinent classes from their existing catalog that a prospective recruit would need to complete in order to meet the baseline requirements of either a laborer, plumber or a equipment operator, while also identifying electives and advanced skills that would position them to pursue the plumbing track if that was so desired.

Year	Course Name	Hours	Notes	Required for Apprenticeship LiUNA	LSR Track
Required Core Courses					
1	Intro Lead Service Line Replacement	0	Required Seminar Course - Does not count toward 400hrs (Online or Hybrid Course?)		X
1	First Aid/CPR/AED	8	*Must be completed before starting Field Work	X	X
1	OSHA 30	30	*Must be completed before starting Field Work	X	X
1	Basic Transit and Level	80	Pre-Requisite for Pipelaying and Construction Plan Reading		X
1	Pipelaying Principles and Trench Protection	120	Basic Transit and Level required; Pre-Requisite for Advanced Pipelaying		X
1	Traffic Control and Flagging	8		X	X
Required Core Courses					
2	General Construction	40	**LiUNA reps & members come speak about their experience and benefits of the Union and profession		X
2	Hazardous Waste Worker	40		X	X
2	Transition to Trainer	8		X	X
2	Foreman Preparedness	40	***Is this course necessary? Are they good at speaking to people		X
2	Elective - Category 1	#			
Minimum of 400 hrs in class complete apprenticeship 374 hrs are required through the core courses Need Minimum of 36 hrs of Elective Hours to complete program					
Category 1 Electives (Must choose at least 1)					
	Hoisting/Rigging & Hand Signal	40			
	Construction Plan Reading	40			
Category 2 Electives					
Recommended	GPS and Total Station	32			
Recommended	Rough Terrain Forklift	8			
Recommended	Small Gas Engines	16	***Does this help them know how to fix their equipment in the field?		
Advanced Studies					
Advanced Studies	Welding and Cutting	40			
Advanced Studies	Advanced Pipelaying	40	Pipelaying Principles and Trench Protection Required		

Mapped out from a timing perspective, the year one requirements, inclusive of First Aid and OSHA 30 training would take just over six weeks to complete. From there, recruits would need to complete an additional 362 hours of training over two years as part of the overall 400-hour requirement. Classes can be completed as a combination of in person and on-line as offered. This classwork also happens in parallel to completing their 4,000 hours of required on-the-job apprenticeship (described below).

3. Partnerships

Incorporating partnerships into the workforce development plan is critical and multi-dimensional as those partnerships span recruiting, training and placement. As previously described, there are multiple channels that can serve as robust sources for recruiting potential candidates for the program. From a training perspective, partnerships with the trade unions as well as other resources that exist at the city, county and state level can also play a key role in leveraging processes, systems and funding that already exists so that the program is not recreating the proverbial wheel. Lastly, partnerships with firms that are either already working on the Equiflow program or doing relevant work elsewhere in the community is critical towards providing opportunities for candidates to gain their apprenticeship hours. As the program scales to 1,800 lines per year or more in years two through five, there should be no shortage of opportunities for recruits to be integrated into existing crews that are performing the work. We will work with successful bidders during the planning period for each construction season in order to appropriately resource plan and ensure that we maximize the opportunity to integrate the workforce participants.

4. Placement

In advance of completing their apprenticeship hours, we will proactively work with recruits on securing permanent employment. The most direct and obvious path towards permanent employment is through their sponsoring firm, however that may not be a fit for myriad reasons whether it be personal preference of either the recruit or the firm, long-term prospects and financial stability of the firm, a desire for something different from the recruit or any number of other reasons. With that in mind it is important to develop an ecosystem of potential employers for recruits that complete their apprenticeship hours. That ecosystem will consist of a variety of construction firms across the trades spectrum as well as local to regional to national engineering firms as well as public sector agencies. Additionally, there may be an interest in working in different geographic markets. Our ability to leverage the national partnerships with the various unions will allow us to tap into and potentially facilitate the desire for transience from a subset of the recruits. While that may not be perceived as a direct benefit to the local community, it is a more long-term facing strategy that addresses the seasonality of the work, the fact that there will be significant pockets of labor shortages throughout the country and the fact that Wausau is on a track to complete this body of work over a relatively short period of time and thus preparing recruits for long-term careers if there is a tighter labor market once this work is completed will give them a degree of optionality.

Conclusion

This workforce development plan aims to ensure that Wausau and the EquiFlow program are equipped with enough qualified and local laborers to not only complete all of the requisite work on schedule, but also on budget. The biggest threat to the latter is a dearth of qualified contractors, which would ultimately drive up the cost due to scarcity of resources to complete it. By focusing on targeted recruitment, comprehensive training, and strategic partnerships, we can ensure that Wausau meets its goal of being lead free by 2029, and doing so in a manner that identifies, values and incorporates as many local residents and businesses into the program as possible.

CONTRACT FOR THE
2026 – 2030
ASSESSMENT SERVICES
OF REAL PROPERTY
IN THE
CITY OF SCHOFIELD
MARATHON COUNTY, WISCONSIN.

Return Signed Proposal To:

CITY OF WAUSAU

ANNE JACOBSON – CITY ATTORNEY

407 GRANT STREET

WAUSAU, WI 54403

ASSESSMENT SERVICES CONTRACT

THIS AGREEMENT by and between CITY OF WAUSAU hereinafter called the "Assessor," and the CITY OF SCHOFIELD, MARATHON COUNTY, WISCONSIN, hereinafter called the "Municipality" pursuant to Wisconsin Statutes 66.0301(2), this Agreement is an intergovernmental cooperative agreement between the two stated municipalities for the receipt by the City of Schofield and the providing of services by the City of Wausau through its Assessment Department, of full assessment services for the length of time specified in the contract. WITNESSETH: The Assessor and Municipality for the consideration stated herein agree as follows:

ARTICLE I

Section I

SCOPE OF WORK: The assessor, having become familiar with the local conditions affecting the cost of the work, and the Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes (Specifications), hereby agrees to perform everything required to be performed and to complete in a professional manner all of the work required to assess the real property of the Municipality as of January 1, of each of the contract years **2026-2030** in accordance with applicable Wisconsin Statutes and this contract, and other documents constituting a part hereof.

Included within the Scope of Work, a Revaluation of all properties within the Municipality may be performed if approved by common council of the City of Schofield and either one or both of the following situations occur:

1. The City of Wausau has a Revaluation.
2. The City of Schofield assessments are out of Compliance for two consecutive years, according to the DOR calculated level of assessment. The DOR defines being out of compliance as "at least one major class (over 10% of the municipal value) with a level over 110% or under 90%" The DOR annually calculates the level of assessment by class and provides that information to each municipality.

Any Revaluation, if necessary, shall be completed no later than 2030, It will be performed to the same degree as the City of Wausau, if coinciding with Wausau and shall include any Board of Review hearings which shall be subject to Article II, Section III(1).

Section II

VALUATION: For the valuation of residential and agricultural properties, the appraiser shall use a Computer Assisted Mass Appraisal System:

- AssessPro.NET, Version 5.5.4
- Marshall & Swift Commercial Cost Estimator
- NADA Manufactured Housing Cost Software

For the valuation of commercial properties, the appraiser shall use a Computer Assisted Mass Appraisal System:

- AssessPro.NET, Version 5.5.4
- Marshall & Swift Commercial Cost Estimator

**The City of Wausau – Assessment Department has contracted with CATALIS, Patriot Properties Inc., to provide advanced CAMA software. This new software will continue to provide all services required per the terms of this contract with no additional cost to Municipality.*

For the valuation of all real property, the appraiser shall follow appraisal procedures as outlined in Volume 1 of the Wisconsin Property Assessment Manual.

ARTICLE II

COMPENSATION: The Municipality shall pay to the Assessor for the performance of this contract the following compensation:

Section I

For assessment services of real property as per the Specifications for Assessment the base compensation of TWENTY-ONE THOUSAND NINE HUNDRED Dollars (\$21,900.00) per assessment year, such amount based on the following counts obtained from the last Assessment Roll(s).

Totals From 2024 Assessment Roll:

	Assessment Roll(s)
Residential Parcels	789
Commercial Parcels	214
Other Parcels	N/A
Total Parcels	1003
REAL ESTATE PARCEL COUNT (includes Private Forest Crop and Managed Forest land Parcels)	1003
Mobile Home Parcel Count (Vacant and Improved)	69
TOTAL (w/o Manufacturing)	1072

Section II

For the providing of additional services required by the Supplemental Specifications described in the Addenda, total compensation shall be included in Article II, Section I compensation.

ADDENDA NO.	SUPPLEMENTAL SPECIFICATIONS (Brief Description)	COMPENSATION
1.	Entry of the Manufacturing assessment roll into the Marathon County Land Records Systems when received from the Department.	Included per Article II, Section I
2.	The minimum number of days for open book referred to in the Specifications, Par. 24 (d) to be held in the meeting space provided per Par. 32 of the Specifications shall be 2 days.	Included per Article II, Section I

Total Base Compensation summarized as follows:

Article II, Section I	\$ <u>21,900.00 per Assmt year</u>
Article II, Section II.	<u>INCLUDED</u>
Total	\$ <u>21,900.00 per Assmt year</u>

SECTION III

For the providing of services described below the following compensation:

1. For attendance at all meetings of the Board of Review beyond the first 2 scheduled hours the Assessor shall be paid per hour to explain and defend the assessed values and to testify under oath in regard to such values.

\$ 75.00 per hour

2. For furnishing testimony in defense of the value established by the assessment maintenance on appeals to the Department of Revenue or the courts as required in the Specifications, Para. 26. The Assessor shall be paid a four-hour minimum per day.

\$ 75.00 per hour

3. For the correction of legal descriptions as provided in the Specifications, Para. 15.

\$ 0.00 per correction

4. For additional real estate parcels, both vacant and improved, in excess of those stated in Article II, Section I of the Contract, due to annexations, omitted property, new plats, and land splits.

\$ 0.00 per parcel

6. For additional mobile home parcels, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, in excess of those stated in Article II, Section I of the Contract.

\$ 0.00 per parcel

ARTICLE III

GENERAL AGREEMENTS:

1. If Assessor contract is accepted, a 100% performance bond must be furnished in an amount equal to the sum of Section I and II, Article II of the contract from a Surety licensed to do business in the State of Wisconsin. Such bond shall be filed within thirty (30) days after the award of the contract and no work shall be performed prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable. Such performance bond or letter of credit must cover the entire length of the contract, including any approved extensions.
2. Work will start upon filing of a performance bond or bank letter of credit with the Municipality and be contingent upon the approval of the common council of the Assessor and shall be completed upon adjournment of the Board of Review of the 2030 assessment year. Which occurs in the calendar year of 2031.
3. The Municipality reserves the right to reject any or all proposals.
4. A revaluation if necessary, under the conditions set forth on Page 1, Article 1, Sec.1, shall be completed no later than 2030, It will be performed to the same degree as the City of Wausau, if coinciding with Wausau and shall include any Board of Review hearings which shall be subject to Article II, Section III(1).
5. Payments required per the Specifications, Para. 43 shall be made payable as follows or as otherwise invoiced:
CITY OF WAUSAU – TREASURER, 407 GRANT STREET, WAUSAU, WI 54403.

ARTICLE IV

COMPONENT PARTS OF THIS CONTRACT:

This contract consists of the following component parts:

1. Contract for the 2026-2030 Assessment Services of Real Property in the City of Schofield, Marathon County, Wisconsin.
2. Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes.

Dated this ____ day of _____, 202_.

CITY OF SCHOFIELD
SCHOFIELD, WISCONSIN

By: _____

Name: KREGG HOEHN

Title: MAYOR

By: _____

Name: PAULA BRUMMOND

Title: CITY CLERK

CITY OF WAUSAU
ASSESSMENT DEPARTMENT
WAUSAU, WISCONSIN

By: _____

Name: DOUG DINY

Title: MAYOR

By: _____

Name: KAITLYN BERNARDE

Title: CITY CLERK

Specifications for Assessment of General Property Pursuant to Chapter 70, Wisconsin Statutes

*These specifications shall be used for assessment work performed
under ss. 70.055, s. 70.75(1) and 70.75(3)*

DEFINITIONS

1. "Assessor" shall mean the City Assessor for the City of Wausau and designated staff of the City of Wausau Assessment Department and shall be responsible for the overall assessment function.
2. "Manual" shall mean the "Wisconsin Property Assessment Manual," Volumes I and II, prepared and issued by the Wisconsin Department of Revenue for the State of Wisconsin together with all material designated by the Department as being part of or supplemental to the Property Assessment Manual.
3. "Parcel" means an individual legal description for a tract of land and shall include not only the land itself but all buildings and improvements thereon.
4. "Real Estate Parcel Count" shall mean the total number of individual real estate descriptions assessed locally on the municipality's real estate assessment roll for the assessment year specified in Article II, Section I of the contract.
5. "Personal Property Count" shall mean the total number of completed personal property lines or accounts listed in the municipality's personal property assessment roll for the assessment year specified in Article II, Section I of the contract.
- 5a. "Mobile Home Parcel Count" shall mean the total number of individual mobile home lots, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, listed for the assessment year specified in Article II, Section I of the contract.
6. "Major Building" shall mean any and all houses on residential parcels, the buildings representing the major use of commercial parcels, and any and all houses on agricultural land.
7. "Property Record Cards" shall mean the current versions of the residential, agricultural and other, and commercial property record cards or equivalents, approved by the Department of Revenue and used for the purpose of making a record to support and substantiate the value conclusion for each parcel. A state-approved property record card should be maintained on every parcel of property in the district.
8. "Local Modifier" shall mean that mathematical factor necessary to convert the basic cost estimate derived from the Wisconsin Property Assessment Manual or other cost manual to current cost in the municipality.
9. "Municipality" shall mean the City of Schofield, in which general property taxes are levied and collected.
10. "Department" shall mean Department of Revenue, Bureau of Equalization, 2135 Rimrock Rd., PO Box 8971, Madison, Wisconsin 53708-8971.

AGREEMENTS – ASSESSOR

Scope of Service Assessor to Provide

11. **CONFORMANCE TO STATUTES.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.
12. **OATH OF OFFICE.** The assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If the assessor is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to Section 19.01 and be filed with the municipal clerk prior to undertaking any of said duties.
13. **PERSONNEL** (a) All personnel providing services shall be currently certified in compliance with s. 70.055 and 73.09 and the administrative rules prescribed by the Department.
(b) The assessor shall review any complaint relative to the conduct of his employee(s). If the municipality deems the performance of any of the assessor's employees to be unsatisfactory, the assessor shall, for good cause, remove such employee(s) from work upon written request from the municipality, such request stating reasons for removal.
(c) Prior to commencing the contract the assessor shall file with the municipal clerk names of all employees to be performing work and the type of work to be performed by each, excepting non-appraisal office clerical help. A corporation or partnership shall indicate the person(s) designated as responsible for the assessment. All persons on file are to carry an up-to-date identification card and a letter of introduction from the municipality or the Department when the Department is supervising the assessment.
14. **ASSESSMENT MANUAL.** The assessor shall make all assessments in accordance with the property assessment manual as specified in sections 70.32 and 70.34.
15. **ACCURATE PARCEL IDENTIFICATION.** The assessor shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, the assessor shall correct or cause the same to be corrected. Additional compensation, if any, shall be as specified in Article II, Section III of the standard contract.
16. **PREPARATION OF RECORD CARDS.** (a) The assessor shall prepare individual record cards and computer-generated data sheets for each parcel to be assessed on forms currently approved by the Department. If the assessor and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon Department approval.
(b) Record cards shall be completed for each parcel, labels with the property owners name and address as provided in Section 70.17, and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

(c) Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and other improvements. All information relating to improvements shall be obtained and shown as provided on the respective forms.

(d) Convert all assessment records to an electronic format as required by the Department. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format. Sketches and photographs, if not electronic by 2013, must be collected in an electronic format during the next revaluation or by 2015, whichever comes first. (WPAM CH. 17-6)

17. APPROACHES TO VALUE. (a) The assessor shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property.

(b) The assessor shall collect and analyze all available sales data for the municipality in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the municipality. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the municipality.

(c) Sales analysis shall include sales identified on a map, analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field a sale and measure and list the improvements of the properties that have sold.

(d) In valuing income producing properties, where appropriate, the assessor shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be documented and records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market.

18. IMPROVEMENTS – DATA COLLECTION. (a) The assessor shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.

(b) The assessor shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other. The assessor will make available all photos to the municipality to include as part of its Emergency Management Initiative, if such Initiative has been initiated.

(c) Upon discovery or notice of changes made to major buildings of each class of improvements, the assessor shall inspect the interior and exterior of such buildings when necessary, so as to note the features on the property record card, and shall provide an accurate and complete listing for each improvement based on the actual view or the best information the assessor can practicably obtain.

(d) The date of inspection or listing of all major buildings shall be indicated on the record cards.

(e) Upon failure to gain entrance to a major building after reasonable attempt, the assessor shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.

(f) If the assessor's request to inspect a major building is refused by the owner or occupant, the assessor shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local board of review and further appeal avenues; should the requests to inspect major buildings be denied, the assessor shall list and value the improvements according to the best information practicably obtainable.

19. IMPROVEMENT VALUATION – COST APPROACH. (a) The assessor shall value improvements in accordance with Wisconsin Property Assessment Manual, using generally acceptable appraisal practices and cost manuals.

(b) In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the Department, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.

(c) In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.

(d) In using the cost approach for commercial improvements proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.

(e) Current local modifiers and costs shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.

(f) All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be documented and deducted from current replacement costs.

(g) All improvements shall be valued at market value as of January 1.

(h) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, and completing all necessary forms in relation thereto.

(i) The Assessor shall value mobile homes subject to the monthly mobile home parking permit fee and perform other duties specified in s. 66.0435 where necessary.

20. DATA COLLECTION – LAND. (a) The assessor shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location. This information shall include a land sketch.

(b) The assessor shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the assessor shall become familiar with land values throughout the municipality.

21. **VALUATION – LAND.** (a) Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped land and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per s. 70.32(4), WI Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per s. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the municipality.

(b) Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the municipality.

(c) Having determined basic unit values the assessor shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.

(d) For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the municipality.

(e) A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the municipality.

22. **VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.**

(a) Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the Wisconsin Property Assessment Manual.

(b) The assessor shall compile an updated list of all personal property accounts in the municipality. Such list shall be reviewed to ensure that all accounts have been discovered.

(c) To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in Section 70.35. Such forms shall be mailed or delivered to property owners by the assessor.

(d) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto.

(e) All forms used in the valuation of personal property shall be approved by the Department and shall be returned to the municipality at the end of the contract.

23. **FINAL FIELD REVIEW.** Prior to the open book conference, the assessor shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate

errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.

24. **OPEN BOOK CONFERENCE.** (a) Upon completion of the assessor's review of assessments and prior to the completion of the assessment rolls, the assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values.

(b) The municipality shall designate the place for open book conferences with both the municipality and assessor mutually agreeing upon the date(s) and hours.

(c) The assessor shall send a notice by first class mail to each property owner at the last known mailing address when required under s. 70.365. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under s. 70.365. The assessor shall also indicate on the notice, or attach to the notice, the time, date, and place the open book conference will be held. Mailing shall be fifteen (15) days prior to the first day of the conferences for the convenience of the property owners. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by the assessor.

(d) The minimum number of days for open book conferences shall be set by the municipality, the number of days being specified in the addenda.

(e) Open book conferences shall be held within the completion date specified in the contract. In the event the municipality requests that the open book conferences be held at a date beyond the contracted completion date, and provided the assessor agrees to such, the contract shall be extended commensurate with the lapse of days between the originally contracted completion date, and the revised date for open book conferences. Such extension shall be in writing and signed by both the municipality and the assessor.

25. **COMPLETION OF ASSESSMENT ROLL.** The Assessor shall be responsible for the proper completion of assessment rolls according to current statutes. The assessor shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by the assessor. For computer prepared assessment rolls, it shall be sufficient for the assessor provide a list of all assessments at market value in the format required for data entry.

26. **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.**

(a) The assessor and/or responsible member(s) of the assessor's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Compensation shall be as specified in the contract.

(b) In the event of appeal to the Department or to the courts, it is agreed that the assessor and/or qualified representative(s) shall be available upon written request from the municipality to furnish testimony in defense of the values established by the assessment in all cases which might arise within one (1) year of the completion date specified for the assessment. Compensation shall be as specified in the contract.

GENERAL AGREEMENTS

27. **INSURANCE – LIABILITY, WORKER'S COMPENSATION.** (a) The assessor shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission

of the assessor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation	Statutory
Bodily Injury – Per Person.	\$ 500,000
– Per Occurrence	\$ 1,000,000
Property Damage – Each Occurrence	\$ 250,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Each Person.....	\$ 100,000
Each Occurrence	\$ 300,000
Property Damage	
Each Occurrence	\$ 50,000

28. **PUBLIC RELATIONS.** (a) During the course of the assessment the assessor shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the municipality to actively participate.

(b) The assessor agrees to meet upon request, with the governing body of the municipality to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.

(c) The assessor agrees to respond to all assessment inquiries within one business day.

(d) The assessor agrees to provide an internet link for placement on the municipalities "Assessor's Information" webpage which would direct users to an "Assessment Search" feature to view property assessment data. *This feature to be provided upon completion of item 16(d) of these Specifications at no cost to the Municipality.*

29. **INFORMATION TO THE DEPARTMENT.** The assessor shall complete and submit to the Supervisor of Equalization: (a) the Municipal Assessment Report (MAR) and all applicable worksheets when the assessment is completed or upon completion of the assessment roll(s) each year. If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed each year at the end of the assessment in addition to this tentative report.

(b) A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted upon completion of the assessment roll(s).

(c) The Computer Exemption Report no later than May 1.

(d) The Tax Incremental District Assessment Report (TAR) and all applicable worksheets when the assessment is completed or upon

completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the assessment in addition to this tentative report.

(e) The Annual Assessors Report (AAR) and all applicable addendums when due. The report shall be compliant with the Uniform Standards of Professional Appraisal Practice guidelines. (USPAP).

(f) Electronically submit Property Assessment Data (PAD) for all sales no later than the last weekday in February.

30. **MISCELLANEOUS GENERAL AGREEMENTS.** (a) The assessor shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement.

(b) The assessor shall supply all equipment necessary to perform their responsibilities under these specifications.

(c) The assessor and the municipality anticipate no significant law changes or Department policy directive changes will affect the assessment. Should such changes occur, an amendment shall be made to the contract specifying the new obligations of the municipality and the assessor and any additional compensation, if required.

OBLIGATIONS OF THE MUNICIPALITY

31. **MEETING SPACE.** The municipality shall furnish adequate meeting space at no cost to assessor in or near the municipal hall for purposes of conducting the required Open Book meetings and Board of Review hearings. Meeting space shall be furnished with high-speed network or internet access for purposes of obtaining electronic records.

32. **ACCESS TO RECORDS.** (a) The municipality shall allow access and make available to the assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, building permits, building blueprints, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality, at no cost.

(b) The municipality shall submit or deliver electronic or paper copies of all issued building and sign permits to the assessor within 10 business days of issuance, at no cost to the assessor.

(c) The municipality shall submit or deliver electronic or paper copies of all received FORM PA-118 *Mobile Home Statement of Monthly Parking Permit Fee* within 10 business days of receipt, at no cost to the assessor.

33. **PROPERTY IDENTIFICATIONS.** The municipality shall furnish the owner's name, situs address and mailing address of the owner and the block and lot number, size or other identifying description of each parcel to be appraised.

34. **PROVISION OF FORMS.** Municipality shall provide approved forms, binders, record cards, adhesive backed labels, assessment notice forms prescribed by the Department as required under s. 70.365, and other materials as necessary for the completion of the revaluation.

35. **MAPS.** The municipality shall furnish two (2) sets of all plat maps, section maps, and any other maps currently in the possession of the municipality, to the assessor, at no cost. The assessor will obtain access to electronic Geographic Imaging Systems (GIS) from the County at no cost to the municipality.

36. **MISCELLANEOUS GENERAL AGREEMENTS.** (a) That the necessary funds are available and will be provided by the municipality as agreed herein and in the standard contract.

(b) The municipal governing body shall refrain from interfering with, or influencing any value estimate by the assessor.

(c) The municipality shall aid the assessor in a reasonable promotion of public information concerning the work under this agreement.

GENERAL TERMS

37. **COMPLETION OF WORK.** (a) The assessor shall have completed all work under this agreement, except for appearing at the Board of Review and any necessary subsequent appearances as per this agreement, on or before the completion date referred to in Article III, number 2. This date of completion may be extended, if necessary, and by mutual consent.

(b) That in the event the assessment cannot for any reason be completed within the time originally specified, the assessor shall provide written notification to the municipality, stating the reasons for not completing the assessment by the contracted completion date, so that the situation may be timely remedied and the assessment completed in substantial compliance with law.

38. **ASSIGNMENT OF CONTRACT.** That the assessor is not permitted to assign, subcontract or transfer this agreement or any part of this agreement without written approval from the municipality.

39. **COMPENSATION UPON EFFORT.** That the compensation is based upon effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of the municipality.

40. **FAMILIARIZATION WITH LOCAL CONDITIONS.** The assessor is generally familiar with access throughout the municipality, maps and other pertinent records available and the degree of difficulty of the work under this agreement within the municipality.

41. **AWARD OF CONTRACT.** The awarding of this agreement is contingent upon the proper filing of a 100% performance bond by the assessor. Such bond shall be filed with the municipal clerk within thirty (30) days after the award of the contract and no work shall be performed under this agreement prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable.

42. **METHOD AND TERMS OF PAYMENT.** (a) Payment for services rendered under Article II, Sections I and II of the Contract shall be in four equal quarterly installments. Additional compensation provided under Section III (except item No. 2) shall be paid upon final adjournment of the Board of Review on detailed statements. Item No. 2 shall be payable by statement and in full upon completion of services.

(b) All statements shall be submitted to the municipal clerk/Department on the first day of each quarter for services performed the preceding quarter. After review and procuring any needed corrections therein, the municipality/Department shall endorse their approval and promptly pay such statements.

(c) All compensation paid to the assessor shall be by check mailed to the address indicated in the Contract.

43. **TURN OVER OF RECORDS.** Within 14 days of the final adjournment of the Board of Review for 2015, the assessor shall turn over to the municipality; (a) all records prepared for the assessment including, but not limited to property record cards, personal property forms, maps and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records, and (c) materials specifically obtained and/or used for the performance of assessment work for the municipality under contract to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns, and (d) if your assessment record system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with the municipality, along with a field definition file to describe the various data fields in the text file.



Dept. of Public Works & Utilities

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

TO: Finance Committee

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

DATE: January 14, 2025

SUBJECT: 28th Ave Temporary Repair – **Budget Modification \$65,000.00**

In late summer 2024 there was moderately heavy rain and multiple rain events that caused this road to be undermined. The pavement buckled and the gravel under the pavement washed out and has been compromised. Due to the lack of allocated budget for repairs and the overall condition of the road it was determined to close 28th Ave until the proposed reconstruction in 2026.

A petition was received by the city to reopen 28th Ave temporarily until full reconstruction begins in the spring of 2026. The temporary repair is estimated to be \$65,000, this would allow the road to reopen in its current configuration beginning June 1, 2025 and would then be closed again beginning April/May 2026 for full reconstruction. Any work completed for a temporary fix would not be used for the full reconstruction of the street.

The condition of 28th Ave is in Very Poor condition in this area. To repair this one area would reopen a road in Very Poor condition which would likely require further ongoing maintenance to limit liability to the city. The temporary repair may or may not hold due to bedrock and flow of water after rain events near the road surface.

Staff recommends keeping this road closed and use funding for the reconstruction of the road for a permanent repair.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: December 12, 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, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on resolution to open 28th Avenue in 2025

Henke asked for this resolution due to the petitions received to open the street. It would be for one year while we make up our mind on what we want to do in 2026 when the street is scheduled to get permanently redone.

Wesolowski met with DPW and this would require more than just patching as there is undermining of the road. We will have to pullout the pavement to see what is undermined, add base course to fill the holes and repave. It would not include ditching and would not take care of any drainage issues or future washouts. The cost is estimated at \$65,000 for the area from Maple Creek Drive to Maryanne Lane. Henke asked if that was enough to get the hill open and Wesolowski confirmed.

Watson asked where the budget for this would come from. Lindman stated it would have to come back for a budget modification through Finance and Council. This is just to get the road back open. He explained that a significant rainfall undermined the pavement. We are not proposing to do any work as far as stormwater collection. If we have similar events, this could happen again. If so, staff would propose to close the road again until it is reconstructed in 2026.

Neal asked if the undermining was a result of an event or multiple events over time. He questioned the prognosis for one year with the temporary fix. Lindman said it could have been from a few events back-to-back. It is hard to know when the undermining started. There are significant issues with stormwater that will have to be addressed when the road is reconstructed.

Neal asked if riprap could be added to the side of the road to help control the undermining. Wesolowski stated there is not a significant ditch cut there now. Some of the ditch has been paved. He does not think there is a good temporary fix for this. The rock is shallow, which is one of the issues for cutting a ditch. There is not a place to put riprap.

If we spend \$65,000 in 2025, Martens said there is no expectation that 28th Avenue will remain open when we reconstruct the road in 2026. In essence this is just a very short-term fix, and it could be money spent for nothing. Larson agrees. He feels for the community and thinks the city and county has let them down over the years by letting the road deteriorate to the point it had to be closed. It is simply unsafe and a liability issue. He cannot see throwing good money into something bad. If we spend \$65,000 and have a rainstorm that washed it out again, we are out that money. He would hate to see a Band-Aid approach and have it wash out again. He believes this is not a good situation either way you look at it and will vote against it.

Neal said the points are well taken. One should not throw money where it might get washed away. We have had overwhelming feedback from people in support of keeping the road open. It does have a plan to be redone, and this committee does not control the purse strings. He would support looking at the financial feasibility of doing the repair.

Henke moved to approve. Neal seconded and the motion failed 2-3 with Larson, Martens, and Watson the dissenting votes.

This item will be sent to Finance and Council.

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – December 12, 2024**

AGENDA ITEM

Discussion and possible action on resolution to open 28th Avenue in 2025

BACKGROUND

A petition was received to open 28th Avenue. That petition is attached.

Due to heavy rains the past Spring 28th Avenue has been closed.

Engineering staff met with DPW staff and discussed what would need to be done to temporarily repair the roadway to open in Spring of 2025. Due to the heavy rains that undermined the pavement on 28th Avenue, patching the existing asphalt is not feasible. The extent of the undermining of the existing pavement is unknown and the temporary fix would include removing all the pavement to expose the undermining, and place new base course and asphalt. The extent of this work would be from Mary Ann Lane to Maple Creek Drive.

FISCAL IMPACT

28th Avenue between Westhill Drive and West Wausau Avenue is currently scheduled for reconstruction in 2026. Several options for reconstruction have been discussed including maintaining the closure permanently.

The cost estimate to repair the segment of 28th Avenue between Mary Ann Lane and Maple Creek Drive is approximately \$65,000.

STAFF RECOMMENDATION

Staff recommends maintaining the closure on 28th Avenue, not making temporary repairs to open.

Staff contact: Allen Wesolowski 715-261-6762

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and possible action reclassifying the Fire Marshal to Division Chief – Fire Prevention/Community Risk Reduction.
Background
Whereas in 2019 the Common Council approved a minimum of a 5% spread in base between all positions with a supervisory/subordinate relationship in the Fire Department, including between represented and non-represented positions. The Fire Marshal (Salary Grade 14, \$63,107.20-\$94,702.40) position has become vacated for a recent retirement. As part of the recruitment process, the department reviewed the job description and responsibilities of the Division Chief – Fire Prevention/Community Risk Reduction noting that with the recently approved labor agreement that the Division Chief – Fire Prevention/Community Risk Reduction was under the 5% spread. The Human Resources Department has evaluated the responsibilities of the Division Chief – Fire Prevention/Community Risk Reduction and recommend the position to be reclassified at salary grade 13 (\$66,206.40-\$99,299.20) to maintain the minimum of 5% spread. The Human Resources Department also recommends the title to become Division Chief – Fire Prevention/Community Risk Reduction. The position remains exempt under FLSA and has people management responsibilities.
Fiscal Impact
Fiscal impact will be dependent on candidate and experience. Maximum impact would be \$4,596.80.
Staff Recommendation
Approve the reclassification as recommended.
Staff contact: Anne Keenan (715-261-6632) and Jeremy Kopp (715-261-7901).



JOB DESCRIPTION

Division Chief – Fire Prevention/ Community Risk Reduction

Job Title:	Division Chief – Fire Prevention/Community Risk Reduction	Reports To:	Fire Chief
Department:	Fire	FLSA Status:	Exempt
Division:	Fire - Inspections	EEO Code:	4-Protective Service Workers
Salary Grade:	13	Job Code:	CW 1133
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	February 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to provide managerial oversight to the planning, implementation, evaluation of fire prevention, fire investigations, and fire safety education within the City of Wausau. The Fire Marshal is responsible for developing programs and procedures in accordance with fire department goals and objectives, and the Wausau Municipal Ordinance. Work involves the inspection of new and/or existing structures in order to achieve compliance with applicable State statutes and Wausau Municipal Code. This work also involves issuance and follows through on violation notices and citations and limited related plan review work.

Essential Duties and Responsibilities

1. Supervises assigned personnel, including assigning and reviewing work and procedures, evaluating performances, maximizing performance and/or correcting unacceptable performance; complete formal performance appraisal process; and correct or recommend personnel actions in accordance with fire department and City of Wausau work rules and policies.
2. Assumes the Role and Responsibilities of the Fire Marshal position as designated and outlined in NFPA 1037.
3. Establishes, executes, and evaluates the budget for the fire prevention division.
4. Develops, maintains, and evaluates the fire prevention division record-keeping system.
5. Recommends revisions to current City fire code ordinances.
6. Manages the process for conducting fire inspections, fire investigations, and fire safety education.
7. Inspects properties for fire code violations as required by Wisconsin State statutes and Wausau Municipal Code. Conducts periodic special inspection, writes technical reports on findings, issues violation notices, conducts re-inspections, recommends the issuance of citations, processes complaints and referrals, and follows through on the compliance process.
8. Observes or reviews annual testing of fire protection systems and act on deficiencies.
9. Duties will also include inspections of a variety of multi-family residential and commercial construction for fire code compliance under the National Fire Protection Association (NFPA) Fire Codes.

10. Inspects properties to ensure compliance with codes relative to safe storage and handling of flammable and combustible liquids and hazardous materials. Uses detection devices to measure presence of flammable and combustible gases.
11. Manages the fire investigative process and performs fire investigations to determine origin and cause. This essential duty is defined and followed utilizing NFPA 1033 and NFPA 921. Duties include gathering photographic and physical evidence, conducting investigations to document onsite conditions, and overseeing field- testing. This includes scene photography, interviewing witnesses, and evidence/data gathering. Prepares oral and written reports that document origin cause of fire or explosive incidents. Provides expert testimony when requested or required.
12. Evaluates target risks in the community using level of protection and occupancy types and assists in development of community risk profile.
13. Develops, plans and presents fire safety programs to civic groups, educational groups, private institutions and the public. Develops, plans, and presents fire safety programs for the Wausau school district which encompasses kindergarten, 1st, 3rd and 5th grades throughout elementary schools in the Wausau School District.
14. Implements and prepares the fire department's smoke and carbon monoxide placement program. This program is a collaborative effort between the Wausau Fire Department, City of Wausau's Community Development, and the American Red Cross.
15. Develops, plans and implements the City of Wausau Fire Department's Youth Firesetter Intervention Program. Maintain the collaborative network through Wausau Police Department, Social Services and Municipal Court.
16. Reviews and approves permit applications and conducts inspections and maintains records as required, while maintaining appropriate communication with other divisions or the chief as needed or required.
17. Receives, investigates, and determines appropriate response to citizen complaints against the Fire Department Prevention Division.
18. Receives and investigates complaints and determines if hazardous conditions are present.
19. Performs basic level sprinkler plan review and witness testing. Acts on findings.
20. Maintains adequate supplies for fire prevention division. Orders supplies as needed.
21. Assists in the planning and supervision of fire drills in schools, hospitals, nursing homes and other public buildings. Verifies emergency planning and preparedness measures are in place.
22. Reviews special events applications and performs required fire safety inspections at special events.
23. Reviews fireworks permit applications, including a review of ATF licensure, event insurance, and site visit to assess the feasibility of the site location.
24. Reviews new and existing construction documents through the Evolve System and provides fire protection recommendations to the applicants.
25. Visits building sites periodically throughout the construction or remodeling phases to ensure work is progressing in a fire safe manner and in accordance with approved plans and specifications, investigates complaints regarding construction and maintains records of inspections.
26. Performs special studies and research as requested by the fire chief and makes recommendations on changes and improvements to department procedures or policies.
27. Attends training, seminars and/or conferences related to fire inspection, fire investigation and fire prevention education to meet current standards and best practices.

Additional Duties and Responsibilities

- Performs various duties as assigned.

Education and Experience Requirements

A Bachelor degree or higher from a regionally accredited college or university with four to six years of fire inspection, building construction, and fire cause and origin investigation experience is required, or any combination of education, training and experience that provides the equivalent knowledge, skills and abilities to perform the position. The following certifications and licenses are also required:

- State of Wisconsin Fire Officer I Certification
- State of Wisconsin Fire Inspector I Certification
- State of Wisconsin Firefighter II Certification
- International Association of Arson Investigators Fire Investigation Technician (IAAI-FIT)
- State of Wisconsin Emergency Medical Technician-Basic license
- Wisconsin driver's license
- National Incident Management System (NIMS) Incident Command System (ICS) 700, 100, 200, 300, 400
- DSPS UDC HVAC Inspection Certification
- DSPS Fire Detection, Prevention and Suppression Inspector License
- Youth Firesetter Intervention and Prevention
- Hazardous Materials Technician Certification

Knowledge, Skills and Abilities

- Skilled in the use of a computer and various software applications; knowledgeable of the current computer programs and applications used by the Department (APX pre-planning inspection and investigation software, The Compliance Engine, Intellitime, Evolve, Microsoft Suite) and the ability to utilize these applications to perform the essential functions of the position. Ability to learn and apply new technology as required.
- Ability to supervise assigned employees and effectively manage difficult and sensitive issues professionally and in a manner that aligns with the values of the Department.
- Ability to use reasoning in performing functions such as supervising, managing, leading, instructing, directing and delegating.
- Ability to plan, assign, supervise and review the work of assigned employees.
- Ability to decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution. Ability to analyze and categorize data and information using established criteria, in order to determine consequences and to identify and select alternatives.
- Ability to set and meet productivity goals and complete time-critical projects.
- Ability to maintain confidentiality.
- Ability to understand, interpret and apply documents such as operating instructions, policies, procedures, codes, state statutes, adopted ordinances and safety rules.
- Ability to research and apply best practices specific to fire prevention and inspections, including the National Incident Management System (NIMS) and the ability to apply concepts appropriately.
- Ability to communicate in English, clearly, concisely, professionally and effectively both orally and in writing. Knowledge of business letter writing, basic report preparation and principles and procedures of record keeping.
- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to exercise judgment, decisiveness and creativity required in situations involving the evaluation of information.
- Ability to operate equipment and machinery with some requiring complex and rapid adjustments, such as motor vehicles, firefighting equipment, investigation hand tools, audio-visual equipment, tape recorders, computer keyboard/typewriter, photocopier, fax machine, telephone, two-way radio, calculator and gas detectors.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use and firefighting equipment operation.

- Ability to exert mildly heavy physical effort in moderate to heavy work, occasionally involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, twisting, pushing, and pulling.
- Ability to work independently with little to no supervision.
- Ability to use problem-solving skills to successfully resolve issues or problems.
- Ability to use discretion and good judgement in situations not covered by policy or previous practice.
- Ability to organize and maintain Department recordkeeping systems pertinent to the Fire Prevention Division.
- Knowledge of firefighting tactics and strategies and knowledge and ability in the use of firefighting tools and equipment.
- Knowledge of plan review for all new development and structures relating to the engineering of all fire safety features, design and equipment.

Physical and Working Environment

Ability to work under conditions where exposure to environmental factors such as temperature variations and extremes, odors, toxic agents, potential violence, noise, vibrations, machinery, electrical current, explosives, wetness, disease and/or dust, may cause discomfort and where there is a risk of injury.

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment such as a respirator or self-contained breathing apparatus. Damage to clothing is possible.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Occasionally requires lifting, bending, twisting, climbing, balancing, stooping, kneeling, crouching and/or crawling, turning, and use of power equipment. Occasionally requires lifting, pushing, or pulling up to 100 pounds during the course of an investigation.

Varied work environment encompassing office settings, outdoor work in occasionally poor weather conditions, hazardous traffic areas, in and around structures that may be hazardous and/or unstable and under unfavorable or unsanitary conditions with may include biohazards, air and blood-borne pathogens.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

Human Resource Committee Packet

January 13, 2025

Agenda Item
Discussion and Possible Action amending the Employee Handbook Section 5.15.5 – Clothing and Equipment.
Background
Due to the increased cost for cold weather gear, the Director of Public Works and Utilities is requesting to increase the allowance on cold weather gear from \$50.00 per year to \$75.00 per year. The allowance can go towards the purchase of long underwear, woolen socks, insulation inserts for boots, and other winter clothing items.
Fiscal Impact
\$2,800
Staff Recommendation
Approve the amendments to the handbook section 5.15.5 to increase the allowance of cold weather gear to \$75.00 per year.
Staff contact: Anne Keenan, 715-261-6632

5.15 – Clothing and Equipment

The City provides clothing allowances and uniforms to certain employees.

Building Maintenance employees shall be furnished shirts and pants by the City.

Parking Control Specialists shall receive uniforms purchased by the City at the time of initial employment.

The City will maintain such uniforms by replacing damaged or worn out clothing upon proof of the need for replacement.

Employees in the following divisions will receive the following Clothing and Equipment:

Community Development Maintenance Division	Engineering Division	GIS
Division		
Streets and Maintenance Division	Water Division	
Inspections- Electrical Division	Wastewater Division	

1. All protective clothing required to perform essential job duties shall be owned and furnished by the City in its discretion at no cost to employees. Such protective clothing shall be left on City property at the close of the working day.
2. The City shall provide eleven (11) sets of uniforms for employees in these divisions except the Engineering Division.
3. The City shall furnish hand tools needed to perform the employee's job requirements as determined by the City. Power tools, special equipment and large tools will be furnished by the City. Any question concerning the necessity of purchasing additional tools shall be determined by the City. Employees are responsible for the costs of replacing/repairing City owned tools and equipment that are lost, stolen or damaged due to the fault of the employee.
4. Motor Pool staff including Equipment Services Mechanics, Senior Equipment Mechanics and Fleet Supervisor are required to supply and use their own tools. Motor Pool staff responsible to maintain their tools in good working order, and are responsible for the costs of replacing/repairing their personal tools. These employees shall receive an annual tool allowance of \$500.
5. Employees shall receive an annual reimbursement of ~~\$75.00~~~~50.00~~ towards the purchase of cold weather gear.
6. Employees will be reimbursed 50% of the cost up to \$125.00 per pair of safety boots annually. Boots must be worn on all job sites and inspected for compliance to ANSI F2421 or ANSI F2413 standard.

Persons classified as Police Chief and Fire Chief shall receive a uniform allowance of \$475.00 per year. Persons classified as Deputy Fire Chief, Battalion Chief, Fire Division Chief and Fire Marshal shall receive a uniform allowance in accordance with the provisions of Article 15 of the agreement between the City of Wausau and Wausau Firefighter Association, Local 415. Persons classified as Police Lieutenant, Police Captain or Deputy Police Chief shall receive a uniform

allowance in accordance with the provisions of Article 21 of the agreement between the City of Wausau and the Professional Police Association.