



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: **PUBLIC HEALTH & SAFETY COMMITTEE**

Date/Time: **Monday, February 17, 2025 @ 5:15 P.M.**

Location: **City Hall (407 Grant Street) - Council Chambers**

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

AGENDA ITEMS FOR CONSIDERATION / ACTION

- 1 Approve minutes of previous meeting (02/27/2025).
- 2 Consider approval or denial of various license applications.
- 3 Consider approval or denial of Tavern Entertainment License for 4 Father's Pub.
- 4 Wausau Fire Department Quarter 4 2024 Report.
- 5 Discussion and possible action regarding expiration of Residential Solid Waste and Recycling Service Agreement with Harter's Fox Valley Disposal and potential extension or request for proposal process.
- 6 Discussion and possible action on proclamation to formally oppose any proposed federal or state cuts to Medicaid.
- 7 Tavern Activities Report - January 1 - January 31, 2025.
- 8 Community Outreach Update.

Adjourn

Lisa Rasmussen, Chairperson

NOTICE: It is possible that members of, and possibly a quorum of members of the Committee of the Whole or 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 kaitlyn.bernarde@ci.wausau.wi.us with "PH&S 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 sent to the Daily Herald newsroom on 02/14/2025 @ 4:00 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 27, 2025 at 5:15 p.m., Council Chambers

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

Members Excused: Lou Larson (VC), Becky McElhaney

Others Present: Dan McGrath, Todd Baeten, Tracy Durante

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:23 p.m.

Approve minutes of previous meeting (12/16/2024).

Motion by Watson, seconded by Lukens, to approve. Motion carried 3-0.

Consider approval or denial of various license applications.

Motion by Watson, second by Lukens, to approve or deny as recommended by staff. Motion carried 3-0.

HEARING: Rent Abatement Request for 615 Werle Avenue (Angel Holstein and Malik Marks, Tenants; Real Estate Investments, Landlord).

Rasmussen called forward all the witnesses to be sworn in for testimony by the clerk. Malik Marks and Angel Holstein, tenants at 615 Werle Avenue, Ana Lopez, landlord of the property at 615 Werle Avenue, and City of Wausau Property Inspector Evan Garski, were sworn in. Rasmussen proceeded with instructions for the hearing.

Marks and Holstein testified, followed by questions asked and answered between the witnesses and members of the committee. Lopez testified, followed by questions asked and answered between the witness and members of the committee. Garski testified, followed by questions asked and answered between the witness and members of the committee and Assistant City Attorney Daniel McGrath.

Rasmussen questioned the cost and timing of the repair. It was stated the original estimate on the repair was more than the actual cost and the repair was conducted 26 days after the water heater had stopped working due to landlords' inability to pay for the cost of the repair. It was additionally stated the delay for the repair was due to the landlord asking the tenants for an advance on rent or to contract with heating assistance services to cover the cost of the repair. Watson questioned how many days the tenants had interrupted schedules due to not having hot water or not being able to reside in the premise. It was stated the tenants' missed days of work and was not able to live in the premise when it was declared by the city that the premise was unfit for human occupancy.

CLOSED SESSION pursuant to Section 19. 85(1)(a) of the Wisconsin Statutes: Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body.

Motion by Watson, seconded by Lukens, to convene in Closed Session.

Roll Call Vote – Yes: Lukens, Watson, Rasmussen; No: None. Motion carried 3-0.

CONVENED into Closed Session.

RECONVENE into Open Session to announce results of deliberations on Rent Abatement request for 615 Werle Avenue.

Rasmussen read the Findings of Fact and Conclusions of Law into the record. It was stated the committee granted the request for rent abatement for the tenants at 615 Werle Avenue retroactive to October 18, 2024, through November 13, 2024, for a total of 26 days in the amount of 75% of the monthly rent.

Findings of Fact and Conclusions of Law placed on file.

Wausau Police Department Quarter 4 2024 Operations Report

Report placed on file.

Community Outreach Update.

Without objection, this item was taken out of order from the agenda.

Report placed on file.

Tavern Activities Report - December 1 - December 31, 2024.

Report placed on file.

Adjourn

Motion by Watson, seconded by Lukens, to adjourn. Motion carried. Meeting adjourned at 7:45 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=Cdu3Vci2ZHM> and
https://www.youtube.com/watch?v=J_vrGTXPxok.

DRAFT



PHS Date 02/17/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
209912	9010 - Bartender/Operator New	HODGES, TIFFANY	1205 MERRILL AVE WAUSAU WI 54401		RSTORE #4477	12/27/2024	06/30/2025	No		
210479	9027 - Class II	,	937 JEFFERSON STREET WAUSAU WI 54403	FAMILY PRIDE FEST on 06/07/2025 Organized by WAUSAU PRIDE						
210368	9027 - Class II	LECHNER, TINA	3368 HOWARD AVE STEVENS POINT WI 54481	LIVING RIVER SHARED BLESSING BENEFIT CONCERT on 6/13/25 Organized by SHARED BLESSININGS						
210524	9069 - Temporary "Class B" (Picnic)	,	210270 S. RANGELINE ROAD MOSINEE WI 54455		CHRIST'S HOUSE					

Total Licenses

3

Kody Hart, Deputy City Clerk



TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: February 12, 2025

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

STAFF RECOMMENDATIONS

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

1. **Denial Recommendations – New Bartender/Operator License: Tiffany Hodges** – This application is recommended for denial due to two OWI arrests in the last two years and an open battery case in Lincoln County.
2. **Approval Recommendations – Special Event Class II Permit: Family Pride Fest** on the 400 Block on June 7th, 2025 from 11:30 AM to 2:00 PM, license applicant Wausau Pride, Tiffany Lee-Rodriguez; **Living River Shared Blessing Benefit Concert** on the 400 Block on June 13th, 2025 from 6:30 PM to 10:00 PM, license applicant My Team Triumph, Tina Lechner.
3. **Approval Recommendations – Temporary “Class B” Picnic Licenses: Battle in the Ring 2** at East Gate Hall, Marathon Park on March 15th, 2025 from 5:00 PM to 7:00 PM, license applicant, Christ’s House, Sherry Martinez.



PHS Date 02/17/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
210426	9076 - Tavern Entertainment	,	232 GREENWOOD DR ROTHCHILD WI 54474		4 FATHER'S PUB	01/29/2025	06/30/2025			

Total Licenses

1

CITY OF WAUSAU LICENSE APPLICATION - Tavern Entertainment

Submit the completed application along with the license fee to the City Clerk at 407 Grant Street, Wausau, WI 54403

Date of Application: 1-29-2025 Licensing Year: 2024-2025

Name of Business: 4 Fathers Pub Ownership Type: LLC

Business Address: 1724 merrill Ave Business Phone: 715-841-0035

What is the Zoning at this location? _____ Type of Alcohol License at Premise: _____

Location of Performances: 1724 Merrill Ave Wausau 54403

Check all that apply:

☒ - Karaoke☐ - Disc Jockey☐ - Comedian or Game Show☐ - Dance Floor for Patron Dancing☒ - Bands with 3 Musicians or Less☒ - Bands with 3 Musicians or More☐ - Adult Cabaret Dancing☐ - Other (Please describe fully) _____

(Adult Cabaret Dancing is only permitted in M-1 Zones and also requires licensing for Adult Oriented Entertainment as described in Municipal Code Chapter 5.18)

I hereby certify the foregoing answers are true and correct and that all members, officers and owners of the business has and will comply with all regulations for operation of this license as set forth in the laws of the State of Wisconsin, the Municipal Code and the rules and regulations of the various regulatory agencies and commissions the City of Wausau pertaining to the supervision of activities permitted under the license for which this application is made. I understand this license may be revoked by the issuing authority according to the law.

BY (Print Name): Dan HoehnTITLE: Owner

Please Submit this Application along with permit fee to:

CITY CLERK
407 GRANT ST
WAUSAU WI 54403

For Office Use:

Restriction/Conditions: _____

Staff Recommendation: _____

Reviewed by: _____

Zoning Administrator [signature required]

Wausau Fire Department Quarterly Report

Quarter 4 –2024



(Chief Kopp with members of Wausau City Council during tours of the Fire Stations)

Fire Chief Report by Chief Jeremy Kopp

Introduction

This report covers the period from October to December 2024 for the Wausau Fire Department. Working long shifts and mandatory overtime can be difficult for our firefighters' families, and we do all we can to acknowledge the sacrifices they make. We truly cannot express enough how much our firefighters' loved ones mean to us and how much we appreciate our community's cards, notes, and treats expressing gratitude for our work.

Operational Challenges

The quarter began with unusually warm weather, with brief bursts of cold but only a trace of snow for Christmas. Despite this, we continue to train hard for cold-weather emergencies and water-related incidents, as the increase in people on the ice often leads to emergencies. A primary focus has been educating the public about ice conditions and cold-weather strategies. Falls remain a leading cause of 911 calls, and these increase significantly during this season due to ice hazards.

In addition to operational challenges, recruitment is an ongoing focus, and we are optimistic about moving forward with an apprenticeship program aimed at boosting staffing numbers and producing highly skilled firefighter-paramedics.

Leadership Reflections

Our commitment to leadership is evident at all levels within the department. As we approach the end of the year and prepare for the year ahead, we have ensured that middle management will be attending important training and conferences focusing on succession planning. Staffing levels have, in the past, delayed this initiative, but we are now prioritizing it as we look toward future retirements and opportunities for advancement.

A key goal for 2025 is to move forward with developing a new strategic plan that will guide the department's growth and service improvements.

Partnerships and Collaborations

Our partnership with Northcentral Technical College (NTC) continues to grow and provide valuable training opportunities for our personnel. We are currently working on creative ways to partner with NTC to create a much-needed training center in the Wausau area, with further updates to come in the new year.

Community Care Paramedic Position

We are thrilled to announce that Matthew Kozloski, our Community Care Paramedic, has achieved numerous milestones and patient contacts. His work has already made a significant impact on the delivery of healthcare to those in need of in-home care, beyond the traditional 911 response system. Matthew's enthusiasm for the position shows great promise for the future of this program in our community.

Facilities and Infrastructure

Our central station has several updates and repairs identified in the facility assessment report, highlighting critical infrastructure needs. We are actively seeking funding to secure \$700,000 for the architectural planning process of a new fire station on Grand Avenue. This project remains a priority as we look to better serve the community.

Conclusion

The fourth quarter of 2024 has presented both challenges and successes for the Wausau Fire Department. We continue to focus on enhancing our operational readiness, building strong community partnerships, and improving our facilities to ensure we can serve our residents to the best of our ability. As always, if you have any questions or would like to discuss this report further, please feel free to reach out to us.

Wausau Fire Department

Thank you for your continued support.

Fire Operations Report by Deputy Chief Justin Pluess

I am pleased to provide an update on operational activities, fleet maintenance challenges, and notable incidents that occurred from October to December 2024. This quarter has been defined by our commitment to maintaining operational readiness despite persistent challenges with critical apparatus, including Ladder 2. Our team has demonstrated exceptional dedication in responding to significant incidents promptly and effectively. We remain focused on prioritizing safety and efficiency, adhering to NFPA standards, and delivering the highest level of service to our community.

Community Care Paramedic Program

We are thrilled to announce that the Wausau Fire Department's groundbreaking Community Care Paramedic Program is now officially operational. This innovative initiative is designed to enhance our service delivery by providing targeted, proactive care to individuals in our community, with a focus on improving health outcomes and reducing the strain on emergency services.

Leading this effort is Matt Koloski, WFD's very first Community Care Paramedic. Matt is actively engaging with residents to deliver primary health care, preventive services, and educational outreach, ensuring that the Wausau Fire Department is not only prepared to respond to emergencies but also dedicated to fostering a healthier and more resilient community.



What is Community Paramedicine? Community Paramedicine is a forward-thinking healthcare delivery model that leverages specially trained EMS personnel to fill gaps in the healthcare system. Under the supervision of physicians, Community Paramedics provide care in non-urgent settings such as patients' homes. This approach allows for expanded access to primary care and public health services while focusing on patient assessments, education, and coordinated care.

Why is this Important? Across the nation and internationally, Community Paramedic programs have successfully addressed healthcare challenges by providing round-the-clock management of non-acute illnesses, mental health needs, and chronic care follow-ups. By doing so, these programs reduce unnecessary emergency department visits, decrease hospital readmissions, and ultimately lower overall healthcare costs. In Wausau, the Community Care Paramedic Program aims to:

- Provide better care through non-emergency interactions.
- Integrate and coordinate with various community services.
- Improve patient navigation and access to essential resources.
- Enhance the quality of life for individuals in our community.

The Wausau Fire Department is proud to lead this innovative program, demonstrating our commitment to both emergency response and proactive community health. Together, we can build a healthier, stronger Wausau.

Apprenticeship Program



In a historic development for the Wausau Fire Department, we are proud to announce the approval of our Apprenticeship Program, the first of its kind in our department's history. This program is designed to provide aspiring firefighter/paramedics with hands-on training and mentorship, equipping them with the skills and knowledge necessary for a successful career in the fire service. The program will be posted at the end of December, and we are eager to welcome new recruits who are passionate about serving our community and advancing their careers in firefighting.

Fleet Report – Wausau Fire Department

Fleet maintenance has been a significant challenge this quarter, particularly with Ladder 2 remaining out of service. The ongoing mechanical issues have made it difficult to keep up with our maintenance schedule, impacting our operational readiness. We are committed to addressing these challenges and have been working closely with our maintenance team at DPW to ensure that our remaining apparatus are in optimal condition. Despite these struggles, we continue to prioritize the safety and reliability of our fleet to ensure effective responses to emergencies.

Additionally, the need to replace Truck-1 remains a pressing concern for the Wausau Fire Department. As Truck-1 approaches 12 years of service, it has experienced increasing mechanical issues and operational deficiencies, including significant rust on its frame and a recent power steering pump failure that could have resulted in serious accidents. These challenges have raised concerns about its long-term durability and reliability as a front-line response vehicle. We are still awaiting confirmation that funding for its replacement is included in the 2025 budget. Given that it takes approximately three-four years to build a new aerial apparatus, timely approval is crucial to ensure that Truck-1 does not remain in service until it is 17 years old, which is extremely old for a primary life-saving apparatus.

Wausau City Council Tours WFD Fire Stations

The Wausau Fire Department would like to extend a sincere thank you to the City of Wausau City Council members for taking the time to tour our three fire stations and their crews. Your visit provided a valuable opportunity to showcase the day-to-day operations, equipment, and facilities that enable us to serve the Wausau community effectively.

We truly appreciate your interest and support in understanding the essential spaces where our team works to ensure the safety and well-being of our residents. Your engagement demonstrates a shared commitment to maintaining the highest standards of public safety in our city.

For council members who were unable to attend, we'd be happy to arrange a personalized tour at your convenience. Please don't hesitate to reach out—we would love to share more about what we do!

WFD's Tactical Emergency Medical Services

In April 2024, the Wausau Fire Department submitted a grant request through the Community Foundation of North Central Wisconsin to secure funding for essential equipment for our Tactical Emergency Medical Services (TEMS) team. This specialized group includes eight paramedics—seven from Wausau Fire Department and one from SAFER (South



Area Fire and Emergency Response District)—who serve alongside the Marathon County Sheriff's multi-agency SWAT team. These paramedics face high-risk situations, often in extreme conditions, as they provide critical medical care in unpredictable and dangerous environments.

Thanks to a generous grant and additional community support, we are proud to announce that all eight TEMS paramedics are now fully equipped with state-of-the-art gear. This includes:

- Winter clothing for year-round operations,
- Armor plate carriers for enhanced protection,
- Tactical footwear and clothing for mobility and durability, and
- Night vision units to improve safety and efficiency during low-light operations.

This life-saving equipment has already proven invaluable during several high-stakes incidents throughout the year, enabling the TEMS team to perform their duties safely and effectively.

We are deeply grateful for the support from the Community Foundation of North Central Wisconsin and our community donors. Your generosity ensures that our team has the resources needed to serve and protect in even the most challenging circumstances. Thank you for helping us continue our mission to keep Wausau safe.

We appreciate your ongoing support and attention to these important matters as we continue to serve and protect our community with dedication and professionalism.

Summary of Significant Incidents - Wausau Fire Department (WFD) Forth Quarterly Report 2024

October 2, 2024, Wausau Fire Department responded emergently to a mobile home structure fire. Upon arrival, no smoke or flames were visible from the exterior, and the sole occupant had evacuated. The resident reported smoke near an electrical outlet and unsuccessful attempts to extinguish the fire. Inside, light smoke and small flames were present in the hallway wall. The crew suppressed the fire, shut off the fuse-type electrical panel, and used a thermal imaging camera to check for fire extension. A PPV fan was used for ventilation, and the WFD Inspection/ Investigation Bureau was contacted to investigate the cause.

On October 7th, 2024, Wausau Fire Department's Truck-1 responded a mutual aid structure fire for the Riverside Fire District. Upon arrival, flames were visible from the roof of an apartment building on Side C. Truck-1's crew was immediately assigned to search and rescue, conducting a primary search of all apartments starting near the fire origin and progressing outward. The entire building, including the second story, was searched, but initial searches of apartments near the fire origin were delayed due to fire intensity. After fire was suppressed WFD Truck-1's crew was continued the search of the apartments, where one victim was located and command was notified. No additional victims were found.

On October 8th 2024, Wausau Fire Department responded to a reported structure fire involving smoke in the basement and audible alarms, with all occupants safely evacuated. Upon arrival, Battalion 1 confirmed a working basement fire and instructed Engine 3 to secure a hydrant at 7th and Jefferson Street before advancing to the scene. A 1 3/4" pre-connect line was deployed to the rear (Side C) of the home, where smoldering materials behind an elevated concrete staircase were extinguished before entry. Inside, a light haze of white smoke was present on the first floor, becoming heavier in the basement. Using a thermal imaging camera (TIC), heat was located near the rim joist in the northeast corner. Positive pressure ventilation (PPV) was employed to clear smoke and aid in extinguishing smoldering materials. The fire appeared to originate on the exterior of the building, smoldering until breaching into structural components. During overhaul, exterior siding and particle board were removed, revealing long-term burning on the building's exterior. The WFD Inspection/Investigation Bureau arrived to investigate and interview witnesses as overhaul was completed.

On October 8, 2024, Wausau Fire Department's Battalion 1, Truck 1, and Engine 1 responded to a mutual aid request for a building fire in the SAFER district. Battalion 1 assumed operations command, assisting with scene coordination. Truck 1 was assigned to deploy an elevated master stream, while Engine 1 personnel established and maintained the water supply. Wausau crews remained on scene in defensive mode until the fire was fully extinguished. For detailed information, refer to SAFER's report.

On October 26, 2024, Wausau Fire Department responded to a basement fire with reports of a possible occupant. Upon arrival, heavy smoke was visible from the first and second floors. Engine 1 made entry through the C-side basement door, encountering heavy smoke and reduced visibility. A thermal imaging camera (TIC) was used to locate heat but no active flames. Searches confirmed the basement occupant was not home, and fire was extinguished near a charred bed and rabbit enclosure, where a deceased rabbit was found. The main electrical disconnect and water supply were shut off, and ventilation was initiated. Overhaul included removing HVAC ducts, extinguishing light embers, and applying water to joists and rim boards. A TIC confirmed no remaining hotspots, and a mattress and box spring were removed. The scene was stabilized, with no further hazards identified.

On November 12, 2024, Wausau Fire Department's Truck 1 responded to an automatic aid request in SAFER territory with a crew of three. Upon arrival, the crew was assigned to conduct a primary search of the second floor. Heavy smoke conditions were encountered, and while searching the first apartment, the crew located the fire in the kitchen. After retrieving SAFER's hose line, the crew extinguished the fire and performed overhaul, gaining access to a smoke-filled attic with no fire present. Positive pressure ventilation (PPV) was initiated, and once smoke cleared, the crew exited to allow SAFER personnel to complete the operation. Truck 1 then cleared the scene and returned to service.

On December 8, 2024, Wausau Fire Department's Rescue 1, Med 1, and Battalion 1 responded to Memorial Park for a report of a dog that had fallen through the ice. Upon arrival, Wausau Police Department directed the crew to a point east of the boat landing where the dog (Jamie) was in open water, unable to climb back onto the ice. Rescue 1 crew members, wearing ice rescue suits, entered the water and successfully lifted Jamie onto the ice. Jamie and two other dogs were safely escorted to a vehicle at the boat landing. No further assistance was needed, and all units cleared the scene.

On December 12, 2024, Wausau Fire Department responded to a residential structure fire at a single-story, wood-framed home with flames visible from the Alpha and Delta corner windows. Engine 1 initiated a transitional attack, flowing water through a front window to cool and knock down the fire. The homeowner, found outside with police, reported that his dog was still inside the house. Once additional staffing arrived, a crew entered the structure, conducted a search, and located the dog, which was brought outside but could not be revived despite life-saving efforts. The homeowner, who had been asleep at the time of the fire, escaped through the back door after his dog alerted him to the fire but required transport by SAFER ambulance for smoke inhalation treatment. Crews conducted overhaul and confirmed full extinguishment. WFD Investigators were called to determine the fire's cause, which did not appear suspicious. No functional smoke alarms were detected in the home.

December 18, 2024, Wausau Fire Department responded to a garage fire at 913 S. 14th Avenue, where heavy smoke was reported from the Alpha side of a detached single-car garage. Crews stretched a 1.75" handline, entered through the Charlie/Delta service door, and extinguished the fire located in the Alpha/Delta corner under heavy smoke and poor visibility. Reports suggested the garage was being used as a living space, and searches revealed furniture, beds, and electric heaters but no occupants. Ventilation was initiated using PPV, and fire investigators conducted an on-site examination. After completing overhaul and confirming the fire was extinguished, all units cleared the scene.

December 26, 2024, Wausau Fire’s Car 2, Utility 1 and Truck 1 responded with lights and sirens to assist Mosinee Fire with a structure fire. Upon arrival, Truck 1 staged at the main roadway entry, and Utility 1 assisted with scene control and Car-2’s Deputy Chief assisted Command. Later, WFD members enter the fire building and assess the fire conditions. The crew conducted a 360-degree assessment, identifying a large pile of cut rubber as the primary material involved. Using a thermal imaging camera (TIC), the crew monitored the pile and reported conditions to command. Following additional progress updates and recommendations, command authorized the use of a front-end loader to remove an estimated 2,000 yards of affected rubber material. All units provided support until the situation was stabilized several hours later.

On December 30, 2024, Wausau Fire Department responded to a house fire with reports that all occupants were out of the home. Upon arrival, gray smoke was visible from the A-side eaves, soffits, and an open second-story window, with no active fire visible outside. Engine 1 deployed a 1 3/4" line and entered through the A-side door, finding heavy fire at the top of the stairwell leading to the upper bedrooms. The fire was extinguished, and PPV ventilation was initiated at the front door. Overhaul was performed near the suspected point of origin, using a TIC to address hotspots. Engine 1 re-entered to extinguish smoldering insulation beneath ventilation tubing in the attic. Once all hotspots were addressed, command directed crews to begin scene breakdown and cleanup.

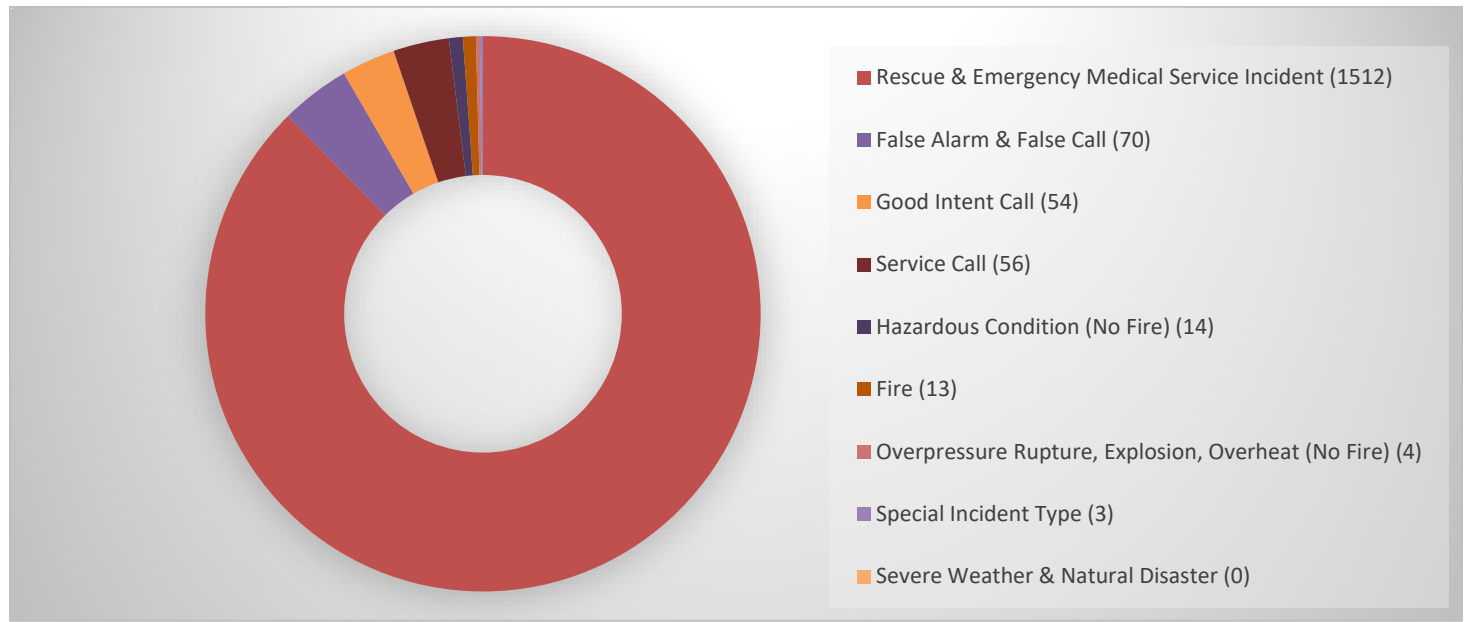
Significant Fire Events:

Date	Address	City	Incident #	Type
10/2/2024	413 Lazy Way	City of Wausau	F24001699	Building fire
10/7/2024	628 Grand Avenue	City of Schofield	F24001731	Building fire
10/8/2024	307 North 7th Street	City of Wausau	F24001737	Building fire
10/8/2024	223114 Bluebonnet Road	Rib Mountain	F24001740	Building fire
10/26/2024	1022 South 8th Avenue	City of Wausau	F24001855	Building fire
11/2/2024	122 Kent Street	City of Wausau	F24001894	Cooking fire, confined to container
11/12/2024	3612 Sternberg Avenue	Village of Weston	F24001952	Building fire
11/27/2024	North 3rd Street & Mcindoe St	City of Wausau	F24002039	Passenger vehicle fire
12/5/2024	Highland Drive & S 80th Av	City of Wausau	F24002093	Passenger vehicle fire
12/14/2024	119 Adolph Street	City of Wausau	F24002156	Building fire
12/18/2024	913 South 14th Avenue	City of Wausau	F24002178	Building fire
12/26/2024	1050 Indianhead Drive	Mosinee	F24002236	Building fire
12/30/2024	1007 South 3rd Avenue	City of Wausau	F24002259	Building fire

Monthly NFIRS Incident Comparison:

	2024	2023	2022	2021	% Of Change from 2023 to 2024
January	646	579	591	502	11.57%
February	597	506	507	456	17.98%
March	555	551	540	497	0.73%
April	541	527	498	503	2.66%
May	605	574	574	556	5.40%

June	578	553	590	583	4.52%
July	585	679	531	587	-13.84%
August	581	571	600	577	1.75%
September	547	548	524	525	-0.18%
October	564	616	545	552	-8.44%
November	556	624	574	562	-10.90%
December	606	623	612	590	-2.73%
TOTAL	6961	6951	6686	6490	0.14%



Responses by Municipality (All NFIRS Reports):

City	# of Runs	% of Runs	# of Runs - YTD
City of Abbotsford	0	0.00%	3
City of Antigo	0	0.00%	0
City of Colby	0	0.00%	0
City of Merrill	1	0.06%	2
City of Mosinee	1	0.06%	2
City of Schofield	3	0.17%	5
City of Wausau	1,625	94.15%	6,552
Clark County	0	0.00%	0
Lincoln County	1	0.06%	1
Oneida County	0	0.00%	1
Rosholt	0	0.00%	0
Taylor County	0	0.00%	0
Town of Bergen	0	0.00%	0
Town of Berlin	3	0.17%	29
Town of Bern	0	0.00%	1
Town of Bevent	0	0.00%	0
Town of Cassel	1	0.06%	8
Town of Elderon	0	0.00%	0
Town of Emmet	0	0.00%	0
Town of Frankfort	0	0.00%	0

Town of Franzen	0	0.00%	0
Town of Halsey	1	0.06%	1
Town of Hamburg	1	0.06%	6
Town of Harrison	0	0.00%	1
Town of Hewitt	2	0.12%	13
Town of Hull	0	0.00%	1
Town of Johnson	0	0.00%	1
Town of Knowlton	1	0.06%	1
Town of Marathon	2	0.12%	4
Town of Mosinee	0	0.00%	0
Town of Norrie	0	0.00%	0
Town of Plover	0	0.00%	1
Town of Rib Falls	0	0.00%	1
Town of Rietbrock	2	0.12%	3
Town of Ringle	1	0.06%	1
Town of Stettin	0	0.00%	1
Town of Texas	15	0.87%	71
Town of Wausau	28	1.62%	94
Town of Weston	0	0.00%	1
Town of Wien	1	0.06%	6
Village of Athens	0	0.00%	1
Village of Brokaw	0	0.00%	0
Village of Edgar	1	0.06%	4
Village of Hatley	0	0.00%	0
Village of Kronenwetter	0	0.00%	0
Village of Maine	23	1.33%	104
Village of Marathon City	1	0.06%	8
Village of Rib Mountain	3	0.17%	11
Village of Rothschild	0	0.00%	0
Village of Stratford	0	0.00%	1
Village of Weston	9	0.52%	21
Wittenberg	0	0.00%	0
Wood County	0	0.00%	0
Total	1,726	100.00%	6,961

Activity/Incident Hours Committed:

Category	Time Committed
NFIRS Incidents	418:01:55 Hours
EMS Incidents	2,379:28:16 Hours
Non-Incident Activities (Station Maintenance, Vehicle Check-off/Fire Pre-plan, Hazmat Outreach, Administration duties, Public Education, Committee and Staff Meetings)	2,365.85 Hours
Training (including Wellness)	2,273.91 Hours

Aid Responses:

Type of Aid	# of Runs
Mutual Aid Given – EMS	14
Mutual Aid Given – Fire	3
Automatic Aid Given – EMS	43
Automatic Aid Given – Fire	2
Mutual Aid Received – EMS	3
Mutual Aid Received – Fire	0
Automatic Aid Received – EMS	0
Automatic Aid Received – Fire	3
Other Aid Given – EMS	0
Request for EMS from Other Agencies to the City of Wausau (not Aid)	13
Request for Fire from Other Agencies to the City of Wausau (not Aid)	0
Total Non-Aid Incidents (outside City with no other agency response)	39

EMS Division by EMS Division Chief Jared Thompson

EMS Patient Experience

The EMS Division would like to share our Q4 Patient Experience Report.

Patient Experience Report

October 01, 2024 to December 31, 2024

Your Score

93.41

Your Patients in this Report

95

Total Patients in this Report

15070

Total EMS Organizations

243

Executive Summary

Your overall score for the period selected is **93.41**, a difference of **+0.97**, compared to your score from the previous year, **92.44**.

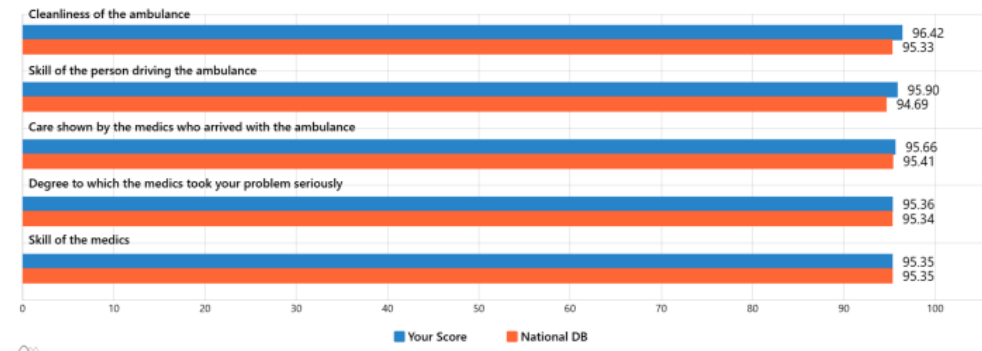
Your overall Top Box score, which represents the percentage of the highest possible rating Very Good, is **81%**.

In addition, your rolling **12-** month score of **95.63** is a difference of **+2.53** from the national database score of **93.10**.

When compared to all organizations in the national database, your score of **95.63** is ranked **24th**.

Highest and Lowest Scores

5 Highest Scores



Current Initiative

The EMS Division is proud to announce its continued efforts in the HEARTSafe Community initiative. In collaboration with the Marathon County Parks Department, we have unveiled the first Public Access SaveStation on September 19, located at the 400 Block. Since then, additional SaveStations have been installed at the River Walk near Wow Restaurant and the Marathon County Sports Complex, with more installations planned in the near future.

SaveStation was founded by a group of like-minded individuals dedicated to creating easy-to-identify AED housing stations, enabling the public to quickly find and access life-saving Automated External Defibrillators (AEDs) in the event of a cardiac emergency.

This initiative is a crucial step towards our goal of becoming a HEARTSafe Community, and we look forward to expanding these lifesaving resources across the county.



New Piece of Equipment

Since our last report, we are excited to announce that we successfully ordered our new mechanical CPR devices, which were purchased with \$70,000 in grant funding from the Ba Esther Greenheck Foundation and the Community Foundation and \$25,000 from the City of Wausau. These generous contributions will allow us to purchase four state-of-the-art mechanical CPR devices representing the latest advancements in emergency medical care technology.

The addition of these cutting-edge devices to our fleet will enhance our ability to deliver high-quality CPR, ensuring better outcomes for patients experiencing cardiac emergencies. The grant funding reflects our ongoing commitment to providing the best possible care to the community and maintaining the highest standards of service.

We would like to extend our gratitude to both the Ba Esther Greenheck Foundation and the Community Foundation for their continued support of our mission. These devices will soon be operational, and we are eager to see the positive impact they will have in saving lives.



Quarterly Benchmarks

Here is our quarterly Benchmarks report that was sent out to our department.



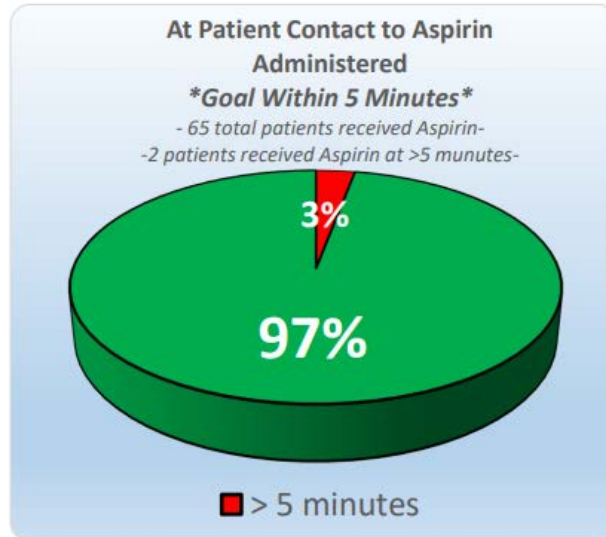
Wausau Fire 2024 Q4 12 Lead ECG Times

*** The 10-minute goal is based on the America Heart Association Mission: Life Line Measure***





Wausau Fire Department's 2024 Q4 Aspirin Administration Times



Q4: October 1, 2024 – December 31, 2024

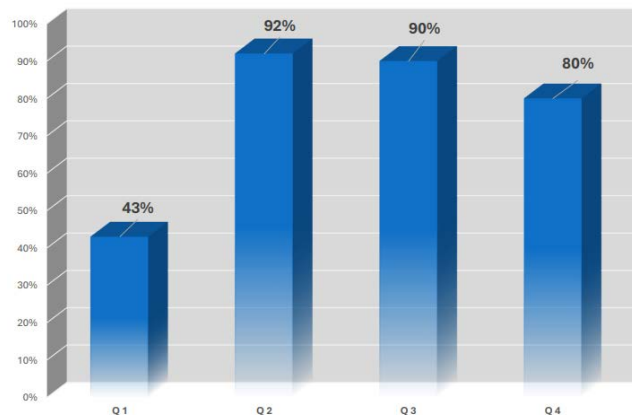
Analysis:

- With two (2) patients out of 65 receiving Aspirin beyond the 5-minute goal, we administer this medication within the desired timeframe **97%** of the time. This exceeds our 90% goal, showing a strong performance in timely Aspirin administration.

Since Aspirin has a Class I recommendation by the AHA for acute coronary syndrome (ACS), maintaining this standard is crucial for patient outcomes.



WAUSAU ETT FIRST PASS SUCCESS



- Q1- 7 ETT attempts resulting in 3 with first pass success.
- Q2- 12 ETT attempts resulting in 11 with first pass success.
- Q3- 10 ETT attempts resulting in 9 with first pass success.
- Q4- 10 ETT attempts resulting in 8 with first pass success.

Responses by Municipality (EMS Patient Care Reports):

City	# of Reports	% of Reports	# of Reports – YTD
City of Abbotsford	0	0.00%	3
City of Antigo	0	0.00%	0
City of Merrill	1	0.06%	1
City of Mosinee	0	0.00%	1
City of Schofield	2	0.13%	3
City of Wausau	1,466	94.34%	5,852
Clark County	0	0.00%	0
Oneida County	0	0.00%	1
Other	0	0.00%	0
Town of Bergen	0	0.00%	0
Town of Berlin	3	0.19%	29
Town of Bevent	0	0.00%	0
Town of Bern	0	0.00%	1
Town of Cassel	1	0.06%	9
Town of Elderon	0	0.00%	0
Town of Emmet	0	0.00%	0
Town of Frankfort	0	0.00%	0
Town of Franzen	0	0.00%	0
Town of Halsey	1	0.06%	1
Town of Hamburg	1	0.06%	6
Town of Harrison	0	0.00%	1
Town of Hewitt	2	0.13%	13
Town of Hull	0	0.00%	1
Town of Johnson	0	0.00%	1
Town of Knowlton	0	0.00%	0
Town of Marathon	2	0.13%	4
Town of Mosinee	0	0.00%	0
Town of Norrie	0	0.00%	0
Town of Plover	0	0.00%	1
Town of Rib Falls	0	0.00%	1
Town of Rietbrock	2	0.13%	3
Town of Ringle	1	0.06%	1
Town of Stettin	0	0.00%	1
Town of Texas	15	0.97%	71
Town of Wausau	28	1.80%	93
Town of Wien	0	0.00%	5
Village of Athens	0	0.00%	1
Village of Edgar	1	0.06%	4
Village of Hatley	0	0.00%	0
Village of Kronenwetter	0	0.00%	0
Village of Maine	22	1.42%	101
Village of Marathon City	1	0.06%	8
Village of Rib Mountain	2	0.13%	6
Village of Rothschild	0	0.00%	0
Village of Stratford	0	0.00%	1
Village of Weston	3	0.19%	5
Wittenberg	0	0.00%	0
Wood County	0	0.00%	0
Total	1,554	100.00%	6,229

Community Paramedicine Program by Community Paramedic Matthew Kozloski

Community Paramedic Matt Kozloski, “Koz,” completed his study at UW Milwaukee’s Community Paramedic Program in November of 2024, one full month ahead of schedule. He then obtained certification as a Community Paramedic by the State of Wisconsin and began seeing the programs first patients in early December of 2024. Initial patients were selected, in part, for frequent utilization of 911 and Emergency Department services.

As of January 20th, 2025:

- 9 patients were enrolled in the CP program.
- 22 patient visits have been completed, most of which took place in the patient’s homes.
- Telephone follow-ups were also conducted when appropriate.
- 7 medication reconciliations were completed – 5 of which yielded discrepancies.
- We documented 5, “caught it early” events; potentially preventing five 911 calls.

The program has connected multiple patients with community resources such as mobile meal programs, medical transportation services, fitness programs, in home care and home modification services. The program has been working very closely with primary care teams to identify and eliminate barriers to health and wellness for our patients.

The program will soon be accepting referrals from medical providers based upon:

- High risk diagnosis: CHF, COPD, Diabetes, Asthma, Fall Risk, and Others.
- Limited eligibility or access to other traditional healthcare programs.
- Low medical literacy as perceived by medical provider(s).
- Need for timely healthcare services, intervention or post discharge follow-up.

Fire Training Division by Training Division Chief David Briggs

2024 4th Quarter Scheduled Training:

First quarter scheduled Fire/Rescue training:

October

- Personal Protective Equipment (PPE) Inspections
- Apparatus Cleaning and Maintenance
- Aerial Operations

November

- Fire Behavior V4
- Preparing to Move-Up
- RDC Ice and Water Rescue
- Ice Rescue Refresher

December

- Crew Choice
- Standard Operating Guideline Review
- Technical Rescue Equipment Inventory, Maintenance, and Familiarization
- Airboat Operations

Monthly training aims to create intelligent and skilled firefighters and rescuers who can adapt to the scenes we may be called to. This includes scheduled and non-scheduled learning opportunities for all members.

Firefighting

Throughout the fourth quarter of 2023, crews were finalizing initiatives from earlier in the year, inspecting their Personal Protective Equipment, and preparing for cold-weather operations. Within this quarter, crews

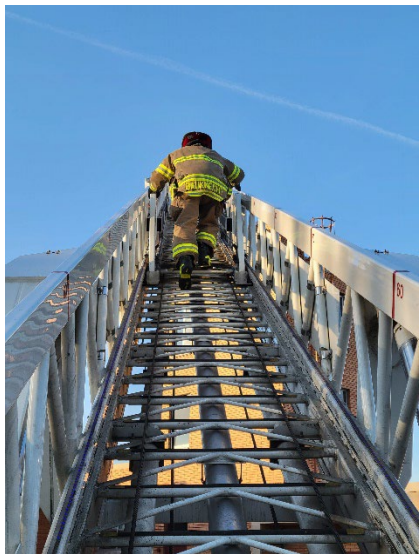
performed the listed training and had a drill listed as “Crew Choice.” Crew choice was used as a place holder for each individual fire company (station on each crew) to work on suppression-oriented knowledge, skills, and abilities that they identified as individuals.



Above: A “smoke showing” drill as selected in the “Crew Choice” assignment.

Fire Behavior is one of our foundational skills. In November, all line members reviewed an updated version of fire behavior concepts. This version specifically looked at our 2024 acquired structure burns and identified take-away points to use as a mental rolodex/slideshow/recognition-primed-decision-making tool. Thermal imaging, thermal videos, and optical imagery were used to illustrate aspects of fire growth, air currents, and fire/thermal movement through a structure.

Aerial Operations is a drill in which apparatus operators and firefighters hone their skills to position, stabilize, and deploy the aerial ladder or bucket to performed listed tasks. These tasks range from roof work to window rescue, to aerial water application. It is essential for our members to be capable when the need arises and not wait to be tested in the moment of an emergency.



Specialty Training

Hazardous Materials

As part of the state Haz-Mat response network, members periodically train to perform various tasks to identify and mitigate hazardous materials incidents. While most incidents are smaller in scale and relatively easy to contain, preparation for “the big one” is still something to work at. In the following image, crew members approach and contact a leaking valve on a “dome” from a railcar. While this dome is on the ground, the real ones are high up on top of a railcar. The different skills were discussed and the crew members performed very well.



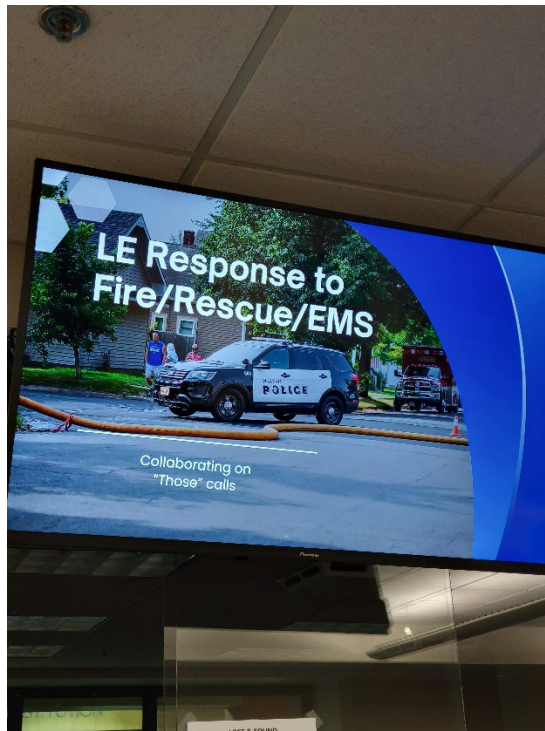
Above: Crewmembers contain a leak in a railcar “dome.”

Airboat and Ice Rescue Training

Every year, crews refresh on airboat and Ice Rescue techniques. With the influx of new members, we are also often tasked with teaching Ice Rescue for the first time to some members. This year, a handful of newer employees were trained by our experienced staff to perform ice rescue procedures. Yearly, WFD responds to multiple calls for emergencies on the waterways in and around the City of Wausau.

Law Enforcement Response to Fires

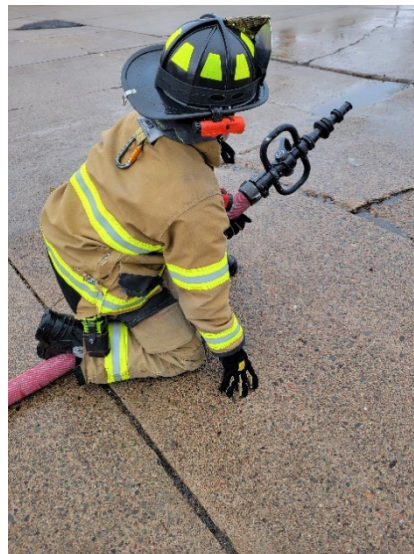
While not a new training, this version and type of delivery was updated. TDC Briggs created an updated presentation to provide WPD officers with safety and response considerations on fire scenes, vehicle crashes, and even EMS incidents. This training was attended by all WPD shifts and appeared to be very well received.



Above: Training Division Chief Briggs presented on collaboration and safety of fire/rescue scenes with Law Enforcement.

December Recruit Academy

Our recruit academies have been a hallmark of new hire training for the past five years. Every new hire has received evidence-based educational updates to include skills refreshers and best-practice drills. Each of our new hires is taken from curriculum-based certification prior to hire and guided in concepts that have not been implemented yet by curriculum-based certification. In essence, our new hires are trained far better than those simply receiving certification through standards and curriculums that are dated by five to ten years. The recruit academy is also the perfect time to refine perspectives and build a strong, positive cultural mindset while early in their career. This academy went incredibly smooth, and we are grateful to have such a squared away new firefighter.



Above: Recruit Austin S. performs various firefighting functions during the new-hire recruit academy.

Type of Training	# of Hours	% of Hours	# of Hours -YTD
Company Training	935.11	51.01%	7,757.09
Driver/Operator Training	233.25	12.72%	523.75
Facilities Training	3	0.16%	25
Hazardous Materials Training	54.4	2.97%	713.40
Misc Training	10	0.55%	137.25
Officer Training	211.90	11.56%	678.15
Specialty Training	385.65	21.04%	955.40
Total	1833.31	100.00%	10,610.04

Training Categories:

Company Training – General firefighting training

Officer Training – Included leadership, management, supervision, and tactical considerations

Driver/Operator Training – Operation of fire apparatus

Hazardous Materials Training – How to mitigate the leak or spill of hazardous substances

Specialty Training – Rope, confined space, trench, collapse, ice, water, and other special rescues.

Facilities Training – Training at a live-burn facility (may include off-duty time)

Misc Training – Any other training category such as software, administrative, etc.

Type of Training	# of Hours	% of Hours	# of Hours -YTD
Admin Training	4	0.91%	124.25
EMS Training	368.10	83.55%	2,122.35
Fire Instructor Training	66.5	15.09%	873.50
Fire Prevention Training	0	0.00%	2
Investigation Training	2	0.45%	114
Total	440.60	100.00%	3,236.10

Fire Prevention Division by Fire Marshal Brian Stahl

Inspections: Throughout the fourth quarter of 2024, we completed inspections for 964 public buildings and places of employment. We performed 850 inspections that passed, and we had 114 properties with Fire Code Violations. 96 inspections were follow-up inspections from previous violations. The failed inspections were primarily comprised of overdue fire extinguisher annual maintenance, overdue vent hood cleaning service, and Fire alarm annual maintenance. These properties will require follow-up inspections to confirm compliance. We conducted 26 consultation inspections for the quarter. These entailed consulting for Fire Alarm Systems, Knox Box updates, and new construction. We also received and reviewed 341 reports through the Compliance Engine for services and maintenance of Fire Protection Systems at various businesses.

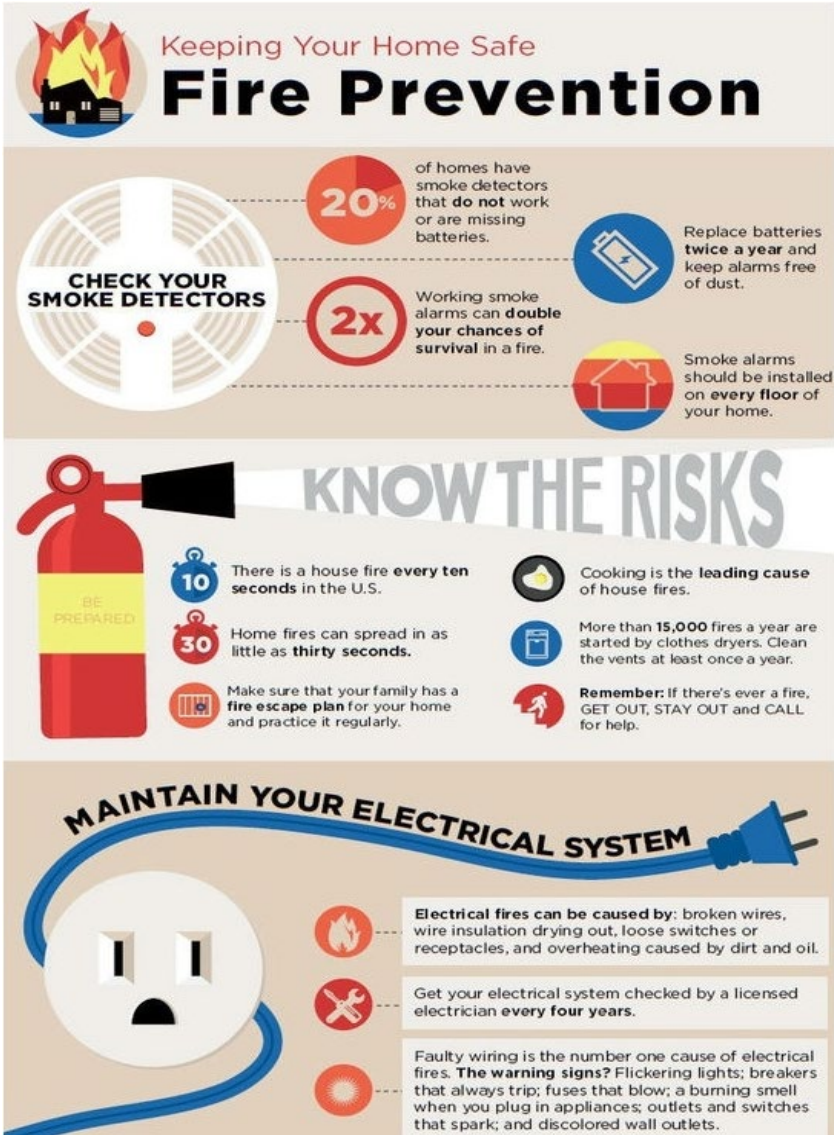
Investigations: There were 6 formal fire investigations performed during the fourth quarter of 2024. Electrical failure was found to be the cause of 3 of the fires due to an overloaded outlet, an overloaded extension cord, and an unattended space heater. Careless use of smoking materials was found in 2 cases, both being cigarette butts which were not fully extinguished. The last fire investigation of the year had an undetermined cause in a void/attic space as there was very little evidence to confirm the origin.

Lt. Kariger also worked on 5 case file reviews in conjunction with the Marathon County District Attorney's Office and the Wausau Police Department. This collaboration is a result of arson charges brought forward to an individual after multiple fires which took place during the summer of 2024. Because Lt. Kariger is qualified as an expert in the field of fire investigation due to his knowledge, training and experience, he can review the cases and write reports to give his opinion based on the information and witness statements. There is a chance that the case may go to trial where Lt. Kariger would then provide expert witness testimony.

Public Outreach: Throughout the fourth quarter we had the opportunity to get into 9 elementary schools during the month of October. The Prevention Division provides fire safety education to 1st, 3rd, and 5th grades students through in-person demonstration and videos totaling approximately 1,935 students and 105 adults. New smoke and CO detectors were placed in 5 private residences impacting 17 occupants. We witnessed several fire drills throughout the school district which are common in the fall during fire safety month and

before the weather turns colder. The state of Wisconsin requires all schools to perform monthly fire drills with one of them witnessed by the fire department during the school year.

Education: The fourth quarter of 2024 saw FF Ludwig attend the WSFIA annual Fire Inspection conference in Wisconsin Dells. Multiple topics were discussed including code updates, prevention efforts, CRR, fall reduction, lithium-ion battery safety, and plan review. Lt. Kariger participated in virtual training regarding compliance with the new NFPA 1321 Standard for Fire Investigation Units with two or more investigators. This new release for 2025 outlines the policies and procedures that shall be in place to protect any agency during preliminary hearings, trials, cross examination, and court testimony.



Prevention Division Activities:

Inspections Completed	Quarterly	Year to Date
Routine Fire Inspections	840	2,976
Re-inspections	96	390
All other Inspections (Consults/burn complaints,etc)	38	99
Total Inspections	Quarterly	3,465
Fire Investigations	4	16
Inspection Department Activities	Quarterly	YTD
Public Engagement Activities	48	135



TO: PUBLIC HEALTH AND SAFETY COMMITTEE

FROM: FINANCE DIRECTOR MARYANNE GROAT

DATE: February 14, 2025

RE: Expiration of Refuse and Recycling Contract

The refuse and recycling contract will expire 3/31/2026. Based upon the existing contract we have the right to extend the contract for a maximum period of 7 years. We have discussed the extension with Harter's Fox Valley Disposal, and they recommend bidding.

We have plenty of time for bidding. The last bidding process the city moved to a fully carted system, using best practices on container sizes and compared prices where the city owned the carts versus the contractor owned carts. The city elected contractor-owned 65-gallon refuse containers and 96-gallon recycling containers. The cart implementation process was difficult for many of the residents. Many were renting carts from our prior hauler, these carts needed to be hauled away.

The 10-year contract has served the city well. The contract increased our annual costs by 2% annually. I compared our current unit charges to the CPI inflation calculator on the US Bureau of Labor Statistics and the 2025 Village of Weston contract below.

		<u>Refuse</u>	<u>Recycling</u>
City Contract	2016	4.84	2.15
City Contract	2025	5.73	2.56
Bureau of Statistics	2025	6.49	2.88
Weston Contract	2025	8.34	2.75

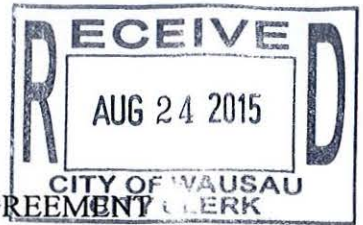
I would recommend simplifying the proposal to quote the existing 65-gallon garbage and 96-gallon recycling. I would also eliminate the city purchasing the cart option. The last time, the city requested a 5 year, 7 year and 10 year contract. If approved, we will bring the completed documents back to the committee for approval.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$ 4.66	\$ 4.71	\$ 4.84	\$ 5.02	
	Recycling	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	
	Total	\$ 6.81	\$ 6.86	\$ 6.99	\$ 7.17	
2017	Refuse	\$ 4.71	\$ 4.76	\$ 4.89	\$ 5.07	
	Recycling	\$ 2.17	\$ 2.17	\$ 2.17	\$ 2.17	
	Total	\$ 6.88	\$ 6.93	\$ 7.06	\$ 7.24	
2018	Refuse	\$ 4.80	\$ 4.86	\$ 4.99	\$ 5.17	
	Recycling	\$ 2.22	\$ 2.22	\$ 2.22	\$ 2.22	
	Total	\$ 7.02	\$ 7.08	\$ 7.21	\$ 7.39	
2019	Refuse	\$ 4.90	\$ 4.96	\$ 5.09	\$ 5.27	
	Recycling	\$ 2.26	\$ 2.26	\$ 2.26	\$ 2.26	
	Total	\$ 7.16	\$ 7.22	\$ 7.35	\$ 7.53	
2020	Refuse	\$ 5.00	\$ 5.06	\$ 5.19	\$ 5.38	
	Recycling	\$ 2.31	\$ 2.31	\$ 2.31	\$ 2.31	
	Total	\$ 7.31	\$ 7.37	\$ 7.50	\$ 7.69	
2021	Refuse	\$ 5.10	\$ 5.16	\$ 5.29	\$ 5.49	
	Recycling	\$ 2.36	\$ 2.36	\$ 2.36	\$ 2.36	
	Total	\$ 7.46	\$ 7.52	\$ 7.65	\$ 7.85	
2022	Refuse	\$ 5.20	\$ 5.26	\$ 5.40	\$ 5.60	
	Recycling	\$ 2.41	\$ 2.41	\$ 2.41	\$ 2.41	
	Total	\$ 7.61	\$ 7.67	\$ 7.81	\$ 8.01	
2023	Refuse	\$ 5.31	\$ 5.37	\$ 5.51	\$ 5.71	
	Recycling	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46	
	Total	\$ 7.77	\$ 7.83	\$ 7.97	\$ 8.17	
2024	Refuse	\$ 5.42	\$ 5.48	\$ 5.62	\$ 5.82	
	Recycling	\$ 2.51	\$ 2.51	\$ 2.51	\$ 2.51	
	Total	\$ 7.93	\$ 7.99	\$ 8.13	\$ 8.33	
2025	Refuse	\$ 5.53	\$ 5.59	\$ 5.73	\$ 5.94	
	Recycling	\$ 2.56	\$ 2.56	\$ 2.56	\$ 2.56	
	Total	\$ 8.09	\$ 8.15	\$ 8.29	\$ 8.50	



RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT made this 12th day of August, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "City" and Harter's Fox Valley Disposal LLC, hereinafter referred to as "Contractor."

WHEREAS, City provides residential solid waste and recyclable collection services to its citizens and Contractor is in the business of providing such residential solid waste and recyclable collection services; and

WHEREAS, the granting of an exclusive Agreement to a private company for the collection, transportation and disposal of solid waste and recyclables is a valid function of City authority to act for the government and good order of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which Contractor shall have an exclusive Agreement for the period of time specified herein for the collection of solid waste and recyclables; and,

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste and recyclable collection and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions. For purposes of this Agreement the following terms and phrases shall be defined as follows:

1.1. "Bulk Items" means discarded residential items that are heavier than fifty (50) pounds in weight, or are otherwise not able to fit within an approved empty Cart. Such items include but are not limited to furniture, chairs, couches, tables, mattresses, box springs, carpeting/padding, snow blowers, push and riding lawn mowers, disassembled outdoor play equipment, large toys, bicycles, and fish aquariums.

1.2. "Cart" means a wheeled rollout receptacle for the collection of Residential Solid Waste and for Recyclables. Carts shall be constructed of plastic, have fitted hinged lids, handles of adequate strength for lifting and be compatible with standard automated lifting collection systems. Carts may be changed by customers at Residential Units only as provided in Section 2.7.

1.3. "City Facilities" means those locations within the City set forth on Exhibit 1 attached to this Agreement and made a part hereof.

- 1.4. "Curbside" means a location that is within three (3) feet of the curb and on the paved surface of the public or private road, within the resident drive approach or along the alley way, or other location designated by Contractor.
- 1.5 "Dumpster" means the larger steel containers up to eight (8) cubic yards that are used at City Facilities.
- 1.6. "Electronic Devices" means any of the following devices as defined in Wis. Stat. §287.07(5), including but not limited to facsimile machines, digital video players, video cassette recorders, televisions, consumer computers, consumer printers, and telephones.
- 1.7. "Major Appliances" includes but is not limited to residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, furnaces, boilers, dehumidifiers, and water heaters.
- 1.8. "Recyclables" means those materials collected for beneficial reuse or remanufacturing, including but not limited to plastic containers labeled 1-7; HDPE containers; PET containers; glass, aluminum, and steel containers; containers for carbonated or malt beverages primarily made of a combination of steel and aluminum; corrugated cardboard or other container board; newspaper or other material printed on newsprint; magazines or other material printed on similar paper; office paper; foam polystyrene packaging and aseptic containers.
- 1.9. "Residential Unit" means the following dwelling units located within the City of Wausau: single family detached dwellings; each unit of a duplex, triplex, or fourplex; mobile homes; and, residential condominium units located in a structure which contains not more than eight (8) residential dwelling units. Residential multi-family dwellings of five (5) or more units other than the foregoing described residential condominium units are excluded.
- 1.10. "Residential Solid Waste" means all normal domestic household garbage and rubbish generated by a Residential Unit including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes. Residential Solid Waste shall also include during the month of January, Christmas trees cut into four (4) foot lengths. Residential Solid Waste excludes Unacceptable Waste.
- 1.12. "Single Stream" means the process of accumulating all Recyclables within one Cart without separation or sorting of materials by the City or customers with the materials to be separated for reuse or recycling by Contractor.
- 1.13. "Solid Waste" means that garbage and rubbish generated by City Facilities in the ordinary course of the facility's daily operations including but not limited to food waste,

animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes.

1.14. "Unacceptable Waste" means hazardous waste as defined in Wis. Stat. s. 291.05(1), (2) or (4); all materials or items prohibited from disposal or incineration at a solid waste disposal facility pursuant to Wis. Stat. s. 287.07 including but not limited to waste tires, lead acid batteries, remodeling or demolition materials, new construction debris, concrete, bricks, paving materials, and soil; and, large tree debris, stumps, and shrubs with intact root balls and Electronic Devices.

1.15. "Yard Waste" means that solid waste consisting of solely vegetative matter resulting from landscaping maintenance such as leaves, grass clippings, yard and garden debris and brush including clean woody vegetative materials no greater than six (6) inches in diameter. Yard Waste excludes stumps, roots or shrubs with intact root balls.

2.0. Services Provided. Contractor shall collect and dispose of Residential Solid Waste and Recyclables from every Residential Unit located within the City in an efficient manner with emphasis on providing quality customer service to the residents of the City of Wausau. Contractor shall also collect and dispose of Solid Waste and Recyclables from City Facilities. Title to Residential Solid Waste, Solid Waste, and Recyclables shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

2.1. Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Unit at Curbside one (1) time per week. All Residential Solid Waste collected by Contractor shall be delivered to Wisconsin DNR licensed and approved landfill.

2.2. Recyclables. Contractor shall collect Single Stream Recyclables that are timely placed in a Cart from each Residential Unit at Curbside biweekly on the same day as Residential Solid Waste collection. Contractor shall collect Single Stream Recyclables from City Facilities on the days and as provided in the schedule set forth on Exhibit 1. Contractor shall cause the delivery of all Recyclables to a WI DNR licensed and self-certified material recovery facility.

2.3. Solid Waste at City Facilities. Contractor shall collect Solid Waste from City Facilities according to the schedule set forth on Exhibit 1. Rates for Solid Waste collection and Recyclables from City Facilities for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on January 1 of each year thereafter by two (2) percent. The City shall be invoiced monthly for such services with the invoice detailing each specific facility location and cost.

2.4. Collections.

2.4.1. Time. Collection of Residential Solid Waste and Recyclables shall begin no earlier than 5:45 a.m. and shall be completed no later than 6:00 p.m. Collection shall be performed Monday through Friday and only on Saturday in the event Contractor is responding to a complaint at a Residential Unit, extraordinary weather conditions or Holiday adjustments.

2.4.2. Holidays. The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. During the week of a Holiday, if the normally scheduled collection day falls on or after the Holiday, the Contractor shall provide collection services on the next business day.

2.4.3. Manner of Collection. Contractor shall make collections with minimal noise and disturbance. Contractor shall ensure that no Solid Waste, Residential Solid Waste, or Recyclable spilled during the collection process or any containers or Carts are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

2.4.4 Delay of Collection. In the event of weather conditions, equipment failure, or other cause that delays or necessitates a change of collection schedule, the Contractor shall notify the City of Wausau, Director of Public Works within thirty (30) minutes of its determination that such delay or schedule change will occur.

2.5. Collection Routes; Modifications. Contractor shall provide the City within thirty (30) days of execution of this Agreement a collection schedule and route plan for services provided under this Agreement. Such schedule and route plan shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Contractor shall, at no additional expense to City, notify all Residential Units within the collection area of any change in the days of collection, including those changes occurring as a result of a Holiday, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*,. At least thirty (30) days prior to Contractor issuing a notice of schedule or route change, said notice shall be sent to City for review and approval, such approval not to be unreasonably withheld; provided, however, during the initial implementation period of this Agreement, from January 1, 2016, through February 15, 2016, the Contractor may make changes to the schedule and route plan subject to the approval of the City upon five (5) days written notice to the City.

2.6. Customer Obligations. Contractor shall not be required to collect any Residential Solid Waste or Recyclables if such Residential Solid Waste or Recyclables have not been deposited in the appropriate Cart and timely placed at Curbside in accordance with this Agreement. Notwithstanding the foregoing, Contractor acknowledges, however, as a result of alleyways or other tight spaces, or where the number of Carts to be placed for

collection are too great for the available area, access by Contractor's automated trucks to a minor number of Residential Units may be impractical or infeasible and Contractor shall provide manual collection for these Residential Units. Contractor has the right to refuse to collect all Unacceptable Waste.

2.7. Carts. Contractor shall furnish and deliver one (1) sixty five (65) (or the nearest equivalent depending upon the manufacturer) gallon Residential Solid Waste Cart and one (1) ninety five (95) (or the nearest equivalent depending upon the manufacturer) gallon Recyclables Cart to each Residential Unit by December 23, 2015. Carts required to be provided under this Agreement shall be provided at Contractor's expense. Contractor shall attach educational materials to the top of each Cart upon delivery of the Cart. The educational materials will be provided to Contractor by the City at no cost to Contractor. The Cart body color will be universal for all Carts with a lid color to vary in order to distinguish between Residential Solid Waste Carts and Recyclable Carts.

2.7.1 Cart Inventory. Contractor shall develop and provide to City, an inventory and electronic database of the Cart sizes, Cart barcode number and corresponding address of all Carts delivered by December 30, 2015. Contractor shall provide City with an updated annual report for the previous calendar year by February 1, of the Cart sizes, bar code number and corresponding address. Contractor shall maintain, repair or replace Carts as needed, at its expense, throughout the term of this Agreement.

2.7.2. General. Each Residential Unit has the responsibility to properly use and safeguard Contractor's carts. Contractor shall have the right to charge a Residential Unit customer Seventy Five and No/100 Dollars (\$75.00) per Cart (including delivery fee) for the cost of replacement of any Cart if such replacement is required as a result of abuse, misuse, damage, fire, or theft. Upon the initial delivery of Carts to a Residential Unit, a customer at such Residential Unit shall not be permitted to exchange the delivered Residential Solid Waste Cart for a different size for a ninety (90) day period.

2.7.3 Cart Size Changes. Cart size changes will be limited to one change per year for each Residential Unit. Contractor shall have the right to charge a customer at a Residential Unit requesting a change in Cart size a one-time fee of Twenty Five and No/100 Dollars (\$25.00). In addition, Residential Units electing a ninety five (95) gallon Residential Solid Waste Cart shall be obligated to pay the contractor Twenty Five and No/100 Dollars (\$25.00) annually. The Contractor shall receive no compensation from the City for any change in Cart size requested by a customer at a Residential Unit.

2.7.4. Additional Carts. Customers at Residential Units may request additional Carts beyond the two (2) Carts to be provided under this Agreement. Customers at Residential Units requesting such additional Carts shall make arrangements for collection of Residential Solid Waste or Recyclables from such extra Carts directly with Contractor and shall be billed by and pay the collection rates for such additional Cart collection and the cost of any additional Carts directly to Contractor as set forth in

Exhibit 3. The Contractor shall receive no compensation from the City for any collection service due to additional Carts.

2.7.5 Location of Carts for Collection. The City shall require occupants of each Residential Unit to place Carts Curbside for collection service or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four (4) feet away from obstructions. The City shall require the occupants of each Residential Unit not accessible to automated collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor may decline to collect any Residential Solid Waste or Recyclables not placed in the Cart.

2.8. Customer Service; Complaints; Missed Collections.

Contractor shall furnish each Residential Unit with instructions for contacting Contractor by local telephone or through email correspondence for information or for service complaints and maintain staff to respond to such telephone calls or email correspondence during normal business hours. Contractor shall also maintain a public web page containing such contact information. Contractor shall receive directly through such local telephone or email correspondence, and shall respond to, complaints on missed collection, container damage, spillage and the like. All complaints regarding missed collection shall be responded to within thirty-six (36) hours of the complaint; all other complaints shall be resolved in a timely and reasonable manner. All complaints shall be given courteous attention.

2.9. Recordkeeping.

2.9.1. Recycling Reports. Contractor shall provide City with copies of contracts it maintains for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected which it shall provide quarterly to the City. Contractor shall further provide, on a monthly basis, a list of all households whose recyclable material was in an unacceptable condition.

2.9.2. Ordinance Compliance. Contractor shall provide a report to City of all those Residential Units of which it is aware that are not in compliance with the terms of City ordinances relating to Residential Solid Waste and Recyclable disposal and Contractor shall cooperate with City in all such enforcement activity.

2.10. Equipment; Personnel.

2.10.1. Equipment. Contractor shall furnish and provide adequate number of motor vehicles, apparatus, and equipment as necessary to perform the services required under this Agreement at Contractor's sole expense. All collection vehicles and equipment shall be in good repair, normal wear and tear excepted, clean, well painted, and reasonably

free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface and loud squealing brake noise shall be investigated and repaired to minimize complaints. Each collection vehicle shall have clearly visible on each side the identity and local telephone number of the Contractor. All Residential Solid Waste and Recyclables collected and hauled by Contractor shall be contained, tied, covered, or enclosed to prevent leaking, spilling, or blowing.

2.10.2. Personnel. Contractor shall provide adequate number of qualified personnel as necessary to perform the services required under this Agreement at Contractor's sole expense. Contractor shall have sole control over its employees and be solely responsible for their supervision and pay. Every Contractor employee who operates a vehicle in connection with the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license permitting operation of the type of vehicle the driver is operating. Contractor shall provide operating and safety training for all personnel. Contractor shall furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, Contractor shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973.

2.11. Compliance with Rules. Contractor shall, without expense to City, comply with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies, as well as the giving of notices, applicable to the performance of the services under this Agreement. Contractor shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.

2.12. Licenses, Fees and Permits. Contractor shall secure and pay for and shall maintain during the term of this Agreement any and all federal, state and local licenses and permits required in order to perform the required services under this Agreement.

3.0. Optional Services.

3.1. Yard Waste. Contractor shall annually make available to all Residential Units an optional Curbside Yard Waste collection service. The service shall be available from mid-April through the end of October. Collection and proper management of Yard Waste shall be provided by the Contractor with automated ninety five (95) gallon Carts which are separate from those provided under Section 2.7. Customers at Residential Units requesting Yard Waste service shall be billed directly by the Contractor based upon the fee schedule set forth on Exhibit 4. The Contractor shall receive no compensation from the City for any Yard Waste service.

3.2 Bulk Items. Contractor shall make available to all Residential Units at a reasonable rate, at least one (1) monthly collection of Bulk items, Major Appliances, and Electronic Devices at the request of a customer at a Residential Unit based upon the fee schedule set forth on Exhibit 5. Customers at Residential Units requesting Bulk Item collection shall be billed directly by the Contractor for such services. The Contractor shall receive no compensation from the City for any Bulk Item collection service.

3.3. Annual Spring Bulk Item Collection. The City has the option upon twenty one (21) days' written notice to Contractor to notify Contractor that the City will be performing a two week springtime Bulk Item, Major Appliance and Electronic Devices collection from all Residential Units, the timing of which shall be scheduled at the sole option of the City. This collection is in addition to the Bulk Item collection set forth in Section 3.2. Items for the springtime Bulk Item and Major Appliance collection shall be collected by the City or dropped off by residents to the City's Department of Public Works (DPW) site. The Contractor shall place up to six (6) forty (40) cubic yard roll-off containers in the DPW site yard to be filled by City employees. Placement of the roll off containers shall be coordinated between Contractor and City employees. Such roll-off containers must permit the City to fill the roll-off containers with an excavator fitted with a grapple. Contractor shall deliver approximately four (4) to six (6) roll-off containers per day for the two week collection period from the DPW site to the Marathon County Landfill. The roll-off containers shall be delivered to the DPW site the week before the springtime Bulk Item and Major Appliance is to begin. Landfill tipping fees will be paid directly by the City to the Marathon County Landfill. The City will compensate the Contractor for each forty (40) cubic yard container dump based upon the fee schedule set forth in Exhibit 6.

4.0. Insurance. Contractor shall, at its sole expense, maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the Agreement, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.00

Auto Liability for bodily injury and property damage: \$2,000,000.00

Environmental Impairment Liability or Pollution Liability with coverage of at least \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

5.0. Indemnification. Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the Agreement.

6.0. Compensation for Residential Solid Waste and Recyclables.

6.1. Base. Contractor shall receive monthly compensation based upon the unit rate and fee schedule set forth in Exhibit 7. The unit rate includes the cost of all landfill tipping fees and related federal and state taxes, all of which are to be paid by Contractor at its sole cost and expense. A final Residential Unit count shall be performed based upon the actual number of Residential Units at the time of implementation of this Agreement and the City shall be invoiced and billed monthly for services for the first full year of this Agreement based upon such final Residential Unit count. Additions or subtractions to the number of Residential Units shall be made as provided below. The per unit rate(s) shall be charged based upon the actual Residential Unit count and size of Carts delivered to Residential Units upon implementation of this Agreement and adjustments shall be made as provided below:

- A. The Residential Unit count shall thereafter be adjusted annually effective January 2 of each subsequent contract year for the duration of this Agreement as follows: increases shall be made for Residential Units annexed into the City and for newly constructed Residential Units as determined on the basis of the City Department of Public Works, Division of Inspections and Zoning records of new construction permits issued between January 2 of the preceding year and January 2 of the adjustment year. Decreases shall be made as a result of Residential Unit demolitions as determined by the same records and for the same period.
- B. Additions or subtractions of Residential Units may occur effective the first full month following an annexation or detachment of ten (10) or more Residential Units

notwithstanding the provisions of subsection 6.1.B.

- C. The Contractor and City shall make good faith effort to reconcile Residential Unit changes to the Cart additions and deletions.
- D. The unit rate for the Residential Solid Waste Collection and Recyclables shall be adjusted automatically based upon the fee schedule set forth in Exhibit 7.

6.2. Landfill Fees. An adjustment for compensation paid under this Agreement shall be made annually beginning on January 1, 2017, and continuing each year thereafter for the term of this Agreement by comparing a base rate to be applied for purposes of this adjustment of Thirty Two and 22/100 Dollars (\$32.22) for landfill tipping fees (inclusive of all taxes) to the amount of landfill tipping fees (inclusive of taxes) charged at the Marathon County Landfill Disposal Site as established on January 1 and multiplying the difference to the total tonnage of Residential Solid Waste hauled to the landfill in the prior year. The amount of any increase so calculated shall be paid in a lump sum to the Contractor and the amount of any decrease so calculated shall be paid in a lump sum to the City. Such lump sum, if any, shall be paid to the party so entitled within forty five (45) days.

6.3. Fuel Surcharge. For purposes of this Agreement, the base cost of compressed natural gas is established at Two and 10/100 Dollars (\$2.10) per gallon equivalent. On January 1 and July 1 of each year, the City shall compute and pay within thirty (30) days any fuel surcharge payment due to the Contractor calculated in accordance with this section as follows: on the first day of every month of the term of this Agreement the City shall determine if the cost of compressed natural gas exceeds the base cost of compressed natural gas by comparing the cost of compressed natural gas on the first Monday of the month sold at the lowest cost retail station within the Wausau Metro area to the base cost. The payment shall equal Two Hundred Eighty Four and No/100 (\$284.00) for every whole ten cent (\$0.10) units the cost of compressed natural gas exceeds the base cost of compressed natural gas as provided in this section.

7.0 Exclusivity. So long as Contractor is not in default under this Agreement, City will not enter into any agreement or understanding with any other person or entity for performance of the services contemplated hereby during the term hereof. If the City wishes to add services which are not within the scope of this Agreement but which Contractor may consider offering, the City shall first negotiate in good faith with Contractor for provision of such additional services before negotiating with third parties, but the City shall not be in violation of this subsection for negotiating with third parties for such additional services.

8.0. Term. The term of this Agreement shall be for ten (10) years beginning on January 1, 2016, and ending on March 31, 2026, unless otherwise terminated as provided in Section 9.

To the extent authorized by the City Common Council, the City shall have an option to renew this Agreement upon the same terms and conditions, for an additional seven (7) year term or any lesser

period as the City Common Council shall deem reasonable, by providing the Contractor with a written notice of intent to extend no later than March 31, 2025.

9.0. Termination. The following shall constitute events of default:

9.1. Default. This Agreement may be terminated by either party for failure by the other party to perform any material obligation under the terms of this Agreement, upon sixty (60) days written notice specifying the nature of such default or failure. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days.

9.2. Unsatisfactory Performance. City may terminate this Agreement for unsatisfactory performance upon sixty (60) days written notice to Contractor. Unsatisfactory service shall include, but not be limited to consistent or recurring failure to provide timely collection, omission of collection, failure to leave collection sites in good order, delivery of recyclables to landfills, or a failure to provide a regular and accurate accounting for the disposal of Residential Solid Waste or Recyclables or similar deviations from the requirements of the Agreement. Termination shall not become effective if the Contractor remedies or cures the default within thirty (30) days.

9.3. Insolvency and Bankruptcy. Contractor becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.4. Rights are Cumulative. The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

9.5 Right in Contractor's Equipment.

9.5.1. Possession of Equipment and Carts. In the event this Agreement shall be terminated by mutual consent, or default by Contractor in the performance thereof, City shall have the option, at its discretion, of taking immediate possession and control of all equipment and Carts of every nature or kind used or useful in the performance of this Agreement and to use such equipment and Carts or make them available to another contractor in the continued performance of services similar to those provided under this Agreement. City shall pay the reasonable value of such equipment and Carts, less encumbrances, as mutually agreed to between City and Contractor. It is the express intention of this provision to enable the City to continuously perform the services provided for under this Agreement by the use of Contractor's equipment and Carts for the reason that the equipment and Carts are specialized in nature and not readily obtainable by the City and such services are an essential public service which must not be interrupted.

9.5.2. Arbitration. In the event the City and Contractor cannot agree to the reasonable value of equipment and Carts, the reasonable value shall be determined by arbitration between the parties hereto, such arbitration to be accomplished by the City selecting one individual, Contractor selecting another, and the two so chosen, selecting a third. Such panel of arbitrators shall then determine the reasonable value of the equipment and Carts which shall be paid by the City to the Contractor as full and complete payment for such equipment and Carts. The decision of the panel of arbitrators shall be made within five (5) days after its appointment. The value determined by arbitration shall be final. Upon the award and decision of the panel of arbitrators as set forth herein, the City shall have the right of either accepting or rejecting such award and decision. Upon rejection, the equipment and Carts shall be immediately redelivered to Contractor. Each party shall pay one half of the expense of arbitration.

10. Miscellaneous.

10.1. Amendments. No modification, waiver or amendment of this Agreement shall be binding unless in writing and signed by or on behalf of the parties.

10.2. Authority to Contract. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

10.3. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered in person, sent by a nationally recognized overnight delivery service, or certified U.S. mail, postage prepaid as follows:

City:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783.

Contractor:

Harter's Fox Valley Disposal LLC
W17620 County Rd. Q
Wittenberg, WI 54499

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

10.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

10.5. Survival. All representations, indemnifications, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations, will survive any payment, final or otherwise, and termination or expiration of this Agreement.

10.6. Severability. If any portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

10.7. Entire Agreement. This Agreement, together with any Exhibits, constitutes the entire agreement between the parties hereto and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10.8. Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

10.9. Assignment. Neither party may assign this Agreement or any of the services provided under this Agreement without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council.

10.10. Force Majeure. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the

other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

10.11. Independent Contractor. Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. Contractor shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to Contractor's personnel.

10.12. Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall in no way be construed to be a material part of this Agreement.

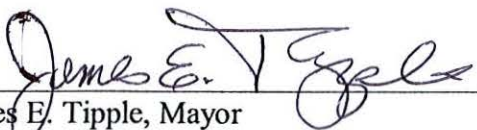
10.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.14. Public Records Law. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31-19.39.

11.0. Performance Bond. Contractor shall provide the City, in order to assure performance of the Agreement during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this Agreement. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City. Such a bond shall be maintained during the entire duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WAUSAU, WISCONSIN


James E. Tipple, Mayor

Attest: 
Toni Rayala, Clerk

CONTRACTOR

By: HARTER'S FOX VALLEY DISPOSAL

Name: Ann M. [Signature]

Title: General Manager

Attest: Brittany Kean



Request for Proposals (RFP)

Residential Refuse and Recycling Collection and Disposal Services

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive high-quality weekly refuse and biweekly single stream recycling collection and disposal services **for residential properties within the City beginning January 1, 2016**. The RFP is requesting dual pricing including quote #1 and #2 for a fully automated refuse and recycling collection and disposal system and quote #3 for the existing manual collection and disposal service levels.

The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.

I. INTRODUCTION AND BACKGROUND INFORMATION

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, Advanced Disposal provides these manual collection and disposal services to Wausau. The five year contract expired on December 31, 2014 and the City of Wausau entered into a one year renewal through December 31, 2015. These contract documents are attached as Exhibits 1, 2 and 3. This includes collection at all single-family, two-family and participating multi-family residential structures in the City and waste and recycling services at a variety of City-owned, facilities listed on Pages 1 and 2 of Exhibit 1. Currently, yard material collection is offered through a weekly subscription service paid by the resident directly to the contractor. In addition, the City manages a curb side fall leaf pickup operation and a yard waste site.

Under the existing agreements (Exhibits 1 and 2), the contractor collects non-recyclable waste and recyclables from residential housing units within the City of Wausau, including apartment buildings and residential units within commercial structures that choose to participate and comply with the curbside collection process. Garbage collection is weekly and recyclables is collected every two weeks. The contractor is responsible for disposing of the non-recyclables in a licensed landfill approved by the City and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. For 2015, the City is currently invoiced for 16,633 units for this service. This count represents all housing units including multi-family regardless of whether they participate in the program.

Currently, all refuse is transported to Marathon County landfill in the Town of Ringle, approximately 15 miles from the City of Wausau. Our current contract operates a transfer facility in the Village of Weston which allows them to combine City of Wausau residential collections and limit the number of trips to the county landfill. The County Landfill tipping fee for 2015 for City of Wausau haulers is \$32.22 per ton. The current rate paid by Advance Disposal for the City of Wausau contract is \$30.60 which will expire at the end of existing refuse and recycling contract on December 31, 2015. The County landfill website address is:

<http://www.marathoncountysolidwaste.org/>

It is estimated that Advanced Disposal vehicles log 5,500 miles per month to provide the complete recycling and trash collection and disposal services for the City. This estimate has not been verified.

The City currently does not provide plastic carts to residents for refuse waste collection. However, many residents and apartment building owners rent these carts from Advanced Disposal for an annual fee of \$36 paid by the cart user. In addition, many owners of apartment structures contract directly with a waste hauler to provide dumpster service for their tenants. Even though an apartment development receives privately contracted dumpster service for an additional fee, the City still pays the collection fee for the living units in those apartment buildings as part of the current contract.

Currently, residents use small recycling bins that do not accommodate automated pick-up or promote increased recycling. Recyclables are co-mingled by residents into two categories – paper and most other. The contractor is responsible for collecting and processing the material in accordance with Wisconsin Department of Natural Resources requirements. Area material recovery facilities include: the Portage County Materials Recovery Facility, the Outagamie Tri-County Materials Recovery Facility and Eagle Waste and Recycling, Inc. Information on the facilities can be found on their websites at:

<http://www.outagamie.org/index.aspx?page=766>;
<http://www.co.portage.wi.us/solidwaste/materialrecovery.htm>
<http://www.eaglewasteandrecycling.com/>

The contractor is not required to use these recycling facilities and may use any WI DNR licensed and self-certified material recovery facility.

2013 Tonnage statistics provided by Advance Disposal is provided below. The City does not guarantee quantities.

	Tonnage
Aluminum Containers	39.51
Corrugated cardboard	335.87
Glass Containers	296.36
Magazines	256.84
Newspaper	731.01
Plastic containers #1 and #2	158.06
Residential Mixed Paper	19.76
Steel and bi-metal containers	138.30
Total	1,975.71
Refuse	10,870.99
Lead acid batteries	0.23
Waste Oil	17.58

The City is committed to providing outstanding and cost effective refuse and recycling service to its residents while striving to be an environmentally friendly community.

II. INSTRUCTIONS TO PROPOSERS

1. Deadline:

The proposal must be submitted by 1PM CST, on Tuesday March 10th, 2015. Six copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau WI 54403. All proposals shall be valid for at least 90 days from the date of the bid opening. The signed contract must be returned within 30 days of the notice of award of contract.

2. Time Schedule for Consideration:

	Date
Public Release of the RFP	February 2nd, 2015
Pre-Proposal Conference - Council Chambers City Hall	February 16th, 2015 at 1:00PM
Pre-Qualification Statements Due - Finance Director	February 26th, 2015 at 3:00PM
Proposal Submission - City Clerk	March 10th, 2015 at 1:00PM
Proposals Opened - Board of Public Works Meeting - Council Chambers	March 10th, 2015 at 1:30PM
Public Health and Safety Committee Recommends Selected Contractor - Council Chambers	March 16th, 2015 at 5:15PM
Common Council Approves Selected Contractor - Council Chambers	March 24th, 2015 at 7:00PM

Proposers are encouraged to attend the pre-proposal meeting with the City on February 16th, 2015 at 1:00PM in the Common Council Chambers, City Hall. The City reserves the right to make changes to the schedule and may conduct contractor interviews if deemed appropriate.

3. Contact Person:

All questions regarding the proposal or services should be directed to:

Maryanne Groat,
Finance Director
City of Wausau
407 Grant Street
Wausau WI 54403
715-261-6645
mgroat@ci.wausau.wi.us

4. Pre-Qualification Procedures:

Each contractor interested in submitting a proposal for refuse and recycling services shall complete a Pre-Qualification Form (Exhibit 4). The completed information shall be submitted to Maryanne Groat, Finance Director, City of Wausau, 407 Grant Street, Wausau WI 54403 by 3PM on February 26th, 2015. The Board of Public Works will review the pre-qualification in closed session and will notify contractors that they are pre-qualified within five (5) business days. All information requested as part of the pre-qualification process will be kept in the strictest confidence or made public record as required by law. The intent of the pre-qualification process is to ensure that only qualified contractors who have the financial capacity and experience to provide the necessary qualified services are allowed to submit proposals. Proposals received from contractors that have not been pre-qualified will be returned unopened.

5. Exclusive Contract:

The City intends to enter into an agreement with a single, qualified firm for the management of the city's refuse and recycling collection and disposal services for residential units and government facilities as noted in the proposal.

6. Right to Reject:

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City in the City's sole determination. In addition, the City reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau. In addition, the City reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal or fails to comply with any other requirements of this RFP, including but not limited to the provision of the Certificate of Insurance and Performance and Bid Bonds.

7. Proposal Clarification:

The City reserves the right to request clarification of information submitted and to request additional information. At the City's option contractors may be required to substantiate information provided within their proposal.

8. Non-Acceptance of Proposals:

No proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

9. Indemnification:

Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the contract.

10. Insurance:

Contractor shall, at its sole expense, maintain in effect at all times during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.00

Auto Liability for bodily injury and property damage: \$2,000,000.00

Environmental Impairment Liability or Pollution Liability with coverage of at least \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

11. Bid Bond:

All proposals shall be accompanied by a bid bond, certified check or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

12. Performance Bond:

The contractor shall provide the City, in order to assure performance of the contract during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this contract. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City.

13 Standard Proposal Form:

Contractors are required to use the City of Wausau provided proposal form (Exhibit 6). Electronic copies of the form are available. Additional pages may accompany the form if necessary.

III. PROGRAM DESIGN AND SCOPE OF SERVICES

A. Contract Term:

The City of Wausau is requesting proposals for a 5, 7 and 10 year contract.

B. Quotes:

The City of Wausau is requesting that proposers submit two quotes:

Fully Automated System:

- Quote 1 – for the term of the contract - a fully automated refuse and recycling system effective January 1, 2016. Contractor owns and maintains carts.
- Quote 2 – for the term of the contract – a fully automated refuse and recycling system effective January 1, 2016 – City purchases, owns and delivers the carts at inception with the contractor maintaining the carts and delivering additions/retirements during the contract term.

Manual Collection System:

- Quote 3 – for the term of the contract - the existing manual collection system as documented in the attached existing contracts (Exhibits 1 and 2).

C. Collection Guidelines:

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service including but not limited to:

- Delivery of refuse to landfill licensed and approved by the State of Wisconsin
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45am and completed by 6:00pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events or holiday adjustments.
- Route planning and adjustments must be approved by the City.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.
- During the month of January, Christmas trees, cut into four foot lengths and placed at the curbside, outside of the refuse container, will be collected by the contractor for no additional charge.

D. Quote 1 and 2 - Automated Single Stream Quote Guidelines:

Unit Counts

In 2014 city records indicate that there were 11,178 single family units in the city, 2,660 two-family units, and 207 three-family units and 324 four-family units and 114 mobile homes, for a total of 14,483 housing units that are four units or less and eligible for participation in an automated refuse and recycling program. The intention of the City is to secure a final unit count upon delivery and implementation of an automated cart services. The City will be invoiced and billed for services based upon these cart counts. Unit count shall change based upon additions and deletions. The number of dwelling units shall be adjusted annually based on annexations, building permits and demolition permits data maintained by the City during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units. The contractor and city will make a good faith effort to reconcile the dwelling unit changes to the cart additions and deletions.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#5), glass containers, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, cartons and aseptic containers. This list may be expanded.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.

- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor to provide cart maintenance over the life of the contract regardless of whether the city or contractor purchases the carts.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- If the carts are owned by the contractor the contractor shall distribute the selected carts to the individual housing units prior to implementation of the automated system.
- Requests to change cart size or other distributions/retirements after implementation will be made through the City and delivered by the contractor. Cart size changes will be limited to one change per year for each residential unit.
- City will be provided with an updated database of cart size and delivery address over the life of the contract.
- The City intends to default to a 65 gallon refuse container and 95 gallon recycling container.
- Containers should be high quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.
- Residents may request supplemental carts to meet their needs, in addition to the carts provided within this service contract by a request directly to the contractor. The contractor will provide and bill such services directly to the customer. The City shall have no responsibility or liability for this expanded service.

E. Quote 3 - Existing Manual Collection System Guidelines:

Unit Counts

The unit count will equal the current 2015 count used for the existing contract along with the additions to the number of dwelling units which shall be adjusted annually based on annexations, building permits and demolition permits during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect refuse in accordance with the contract provided in Exhibit 1. Based upon a weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#5), glass containers, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, cartons and aseptic containers. This list may be expanded.
- The contractor will collect recycling in accordance with the contract provided in Exhibit 2, based upon the biweekly collection schedule.

- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor will make available to occupants of each residential unit the use of a wheeled refuse cart with a volume of approximately 90 gallons as a rental service, independent of the contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire term of the contract.

F. Fee Increases

In addition to the monthly per unit cost proposed by the contractor on the proposal form the contract will provide for specific accommodations for the following increases:

Landfill Costs

It is understood that the cost of the services provided include landfill tipping fees and related federal and state taxes that are paid by the contractor. The contractor shall notify the City of any changes in landfill tipping fees. An adjustment for the increase will be made annually on January 1, by comparing the base rate of \$32.22 to the revised rate and multiplying the difference to the total tonnage hauled to the landfill in the prior year. In addition, if the rate decreases below the base rate of \$32.22 a similar credit will be issued to the City of Wausau. As an example, if the Year 2 landfill tipping fee is \$33.00 and 9,000 tons were brought to the landfill in Year 1, the City will make an additional payment of \$7,020 to the contractor.

Fuel Surcharge

For purposes of the agreement, the base cost of diesel fuel shall be established at \$3.90 per gallon. Semi-annually the City shall compute and remit the fuel surcharge payment. The payment shall equal \$196 for every whole ten cent units that the cost of diesel fuel exceeds the base cost of the diesel fuel. To determine if the cost of the diesel fuel has exceeded the base cost of diesel fuel, on the first day of every month, the cost of fuel for the first Monday of the previous month shall be used in the calculation, as determined from data provided by the U.S. Energy Information Administration. The cost data to be used is the Weekly Retail On-Highway Diesel Prices-Average All Types, for the Midwest Region of the United States, located at www.eia.gov/petroleum/gasdiesel.

	Diesel Prices - First Monday of the Month Midwest Region	Base per Contract	Increase Over Base	10 Cent Increments	Fuel Surcharge \$196
January	3.9880	\$3.90	\$0.08800	\$0.00000	\$0
February	4.0190	\$3.90	\$0.11900	\$0.10000	\$196
March	4.0190	\$3.90	\$0.11900	\$0.10000	\$196
April	4.2500	\$3.90	\$0.35000	\$0.30000	\$588
May	4.1500	\$3.90	\$0.25000	\$0.20000	\$392
June	3.9500	\$3.25	\$0.70000	\$0.70000	\$1,372
					<u>\$2,744</u>

G. Annual Spring Large Item Pickup

The city may conduct a springtime large item pick up that consists of larger materials that are picked up

curbside by city staff and hauled to the Department of Public Works (DPW) site. The materials are then reduced and loaded into 40 cubic yard roll-off containers. The vendor has placed up to four (4) roll-off containers in the DPW yard for city staff to fill via an excavator fitted with a grapple. DPW will fill between four and six (4-6) roll-off containers per day during the two week collection period. Vendor shall run approximately 4 to 6 roll-off containers per day from DPW to the Marathon County Landfill. The City requests that roll-off containers are delivered the week before the pickup is scheduled to begin. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the City.

H. Yard Material Collection Proposal

Seasonal yard collection of lawn, leaf, twigs and garden clippings shall be offered as a contractor provided subscription service. Collection and proper management shall be provided by the contractor with automated 95 gallon carts only. Residents requesting the service shall be billed directly by the contractor. The service shall be available from mid-April to the beginning of November.

I. Government Facility Refuse and Recycling

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick up frequency. The list of cart sizes is provided on the standard proposal form (Exhibit 6). A listing of facilities is listed at Exhibit 5. Costs presented shall include any container rental.

J. Bulk Items and Electronics

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TV's, outdoor play equipment, lumbers, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor. Prices for 2016 shall be listed within the proposal specifications.

K. Excluded Refuse

The contractor shall not be required to collect refuse from any multi-family dwelling of five or more units, commercial establishment or industry under this contract.

L. Reporting

The contractor shall furnish the City Clerk with itemized refuse and recycling tonnage information on a quarterly basis.

M. Clean Up

The contractor shall insure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

N. Information/complaints

The contractor shall staff during normal business hours a local telephone contact for information on collection days and times and refuse and recycling program questions. The contractor will also receive and resolve complaints regarding missed pick up, spillage and container damage.

O. Community Streets

The contractor proposing services should be familiar with the characteristics of the City of Wausau

and its impact on refuse and recycling collection. The city has a number of one way streets, alleys, traffic patterns and hills that can impact collection services. Due to alleys or other tight spaces a minor number of homes may require manual pick up.

P. Required Response Documents:

- Pre-qualification Statement – **Due 2/26/2015 at 3PM**
 - Official Proposal Form
 - Specifications of cart contractor would furnish
 - Other documentation deemed necessary
- Due in a sealed envelope 3/10/2015
at 1PM**



CITY OF WAUSAU REFUSE AND RECYCLING SERVICE PROPOSAL

PRE-PROPOSAL CONFERENCE: February 16th at 1:00PM

PREQUALIFICATIONS DUE: Tuesday, February 26th, 2015 at 3:00pm (CST) to Maryanne Groat, Finance Director.

PROPOSALS DUE: Tuesday, March 10th, 2015 at 1pm (CST) at City Hall
Proposals shall be in a sealed envelope clearly labeled "Sealed Proposals for Refuse and Recycling Services" with the contractors name and address on the outside of the sealed envelope.

PROPOSALS WILL BE OPENED: Tuesday March 10th at 1:30pm (CST) at City Hall

CONTRACT:

Contract will be awarded by the Common Council on March 24th, 2015.

Contract should be executed within 30 of notice of the award of contract.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

FIVE YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

SEVEN YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2021	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2022	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

TEN YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2021	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2022	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2023	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2024	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2025	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

FIVE YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

SEVEN YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2021	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2022	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

TEN YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2021	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2022	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2023	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2024	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2025	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3

MANUAL COLLECTION REFUSE

FIVE YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3

MANUAL COLLECTION REFUSE

SEVEN YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -
2021	Refuse	\$
	Recycling	\$
	Total	\$ -
2022	Refuse	\$
	Recycling	\$
	Total	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3

MANUAL COLLECTION REFUSE

TEN YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -
2021	Refuse	\$
	Recycling	\$
	Total	\$ -
2022	Refuse	\$
	Recycling	\$
	Total	\$ -
2023	Refuse	\$
	Recycling	\$
	Total	\$ -
2024	Refuse	\$
	Recycling	\$
	Total	\$ -
2025	Refuse	\$
	Recycling	\$
	Total	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

LANDFILL AND MATERIAL RECOVERY FACILITY LOCATION

LANDFILL DISPOSAL SITE _____

CONTRACTOR COST PER TON AT THIS LANDFILL SITE _____

MATERIAL RECOVERY FACILITY SITE _____

Please note sites expected to use during the course of the contract

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

CART SPECIFICATIONS:

Detail cart manufacturer and specifications here or attach separate documents.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

RATE 40 CUBIC YARD ROLL-OFF CONTAINERS

Contractor to provide an inclusive cost of one 40 cubic yard container rental of approximately 3 weeks and transportation to the Marathon County Landfill. The City expects to use 4 to 6 roll-off containers. The City will pay tipping fees directly to the County. This is an all-inclusive cost and subject to CPI and Fuel charge increases if applicable.

40 cubic yard container rental and transportation to Marathon County

2016	\$
2017	\$
2018	\$
2019	\$
2020	\$
2021	\$
2022	\$
2023	\$
2024	\$
2025	\$

The length of these services will ultimately coincide with the contract term. This service may or may not be utilized.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

SEASONAL YARD WASTE WEEKLY CURBSIDE COLLECTION SUBSCRIPTION SERVICE

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2015 and shall include cart delivery and pickup, rental, collection and recycling of the yard waste.

Length of Season	
2016	\$
2017	\$
2018	\$
2019	\$
2020	\$
2021	\$
2022	\$
2023	\$
2024	\$
2025	\$

The length of these services will ultimately coincide with the contract term.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pickup at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	\$
Love Seat	\$
Upholstered Chair	\$
Rocker Recliner	\$
Mattress	\$
Box Springs	\$
Dining Table and Chairs	\$
Refrigerator	\$
Stove	\$
Dishwasher	\$
Washer	\$
Dryer	\$
Microwave	\$
Lumber	\$
Tire	\$
Snowblower	\$
Lawnmower - Push	\$
Lawnmower - Riding	\$
Outdoor Play Equipment - Disasser	\$
Computer	\$
TV - Large Screen	\$
TV	\$

EXTRA CART SERVICES

Extra Cart service arranged directly between the customer and contractor.

Annual Fee	65 Gal	96 Gal
2016	\$	\$
2017	\$	\$
2018	\$	\$
2019	\$	\$
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$
2025	\$	\$

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

CITY FACILITIES

Provide the monthly fee schedule for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2016 rates.

	REFUSE			RECYCLING		
Container	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
Size	1	2	3	1	2	3
90 Gallon						
.5 Yard						
1 Yard						
2 Yard						
3 Yard						
4 Yard						
6 Yard						

Detail annual future cost increases if any: _____

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

FEE OR SURCHARGE	APPLY TO REFUSE COLLECTION	APPLY TO RECYCLING COLLECTION	COST AND NOTES
	(Check Box)	(Check Box)	(Describe proposal and costs; use more space if needed)
Other.....(Describe)			
Other.....(Describe)			
Other.....(Describe)			
Other.....(Describe)			
Other.....(Describe)			
Other.....(Describe)			

CITY OF WAUSAU REFUSE AND RECYCLING SERVICE PROPOSAL

Contractor: _____

The City of Wausau reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City in the City's sole discretion. The contract will be awarded to a single contractor based on consideration of bid prices, contractor qualifications, experience and capacity to provide services.

All proposals are valid for 90 days from bid opening
The signed contract must be returned within 30 days of award

ADDENDUM NUMBERS ARE HEREBY

ACKNOWLEDGED: _____

The following listed documents are considered component parts of this proposal

This cost proposal form including attachments

PRINT COMPANY NAME _____

PRINT ADDRESS _____

PHONE _____

EMAIL _____

SIGNATURE _____

DATE _____

PRINT NAME AND TITLE _____



Request for Proposals (RFP) Residential Refuse and Recycling Collection and Disposal Services

ADDENDUM #1

PLEASE NOTE RECEIPT OF ADDENDUM #1 AND BY SIGNING BELOW AND INCLUDING WITH YOUR RFP SUBMISSION

I ACKNOWLEDGE RECEIPT OF ADDENDUM #1

COMPANY	
NAME	
TITLE	
SIGNATURE	
DATE	

DISTRIBUTION OF EDUCATIONAL MATERIAL – The proposal pricing should include:

- “Quote #1 Automated Refuse and Recycling – Contractor Purchases Carts – should assume that the contractor will be responsible for distributing the refuse and recycling educational material with the new carts.
- “Quote #2 Automated Refuse and Recycling – City Purchases and Own Carts – should assume that the City will be responsible for distributing the refuse and recycling education material with the new carts.

CART SIZE CHANGES – The proposal pricing should include any proposed fee the contractor will charge the homeowner for cart size changes. This fee, if proposed, should be included on the Proposal Form, Page 18 of 19, Other Fee or Surcharge.

Thank you!
Maryanne Groat
Finance Director City of Wausau



Request for Proposals (RFP)
Residential Refuse and Recycling Collection and Disposal Services

ADDENDUM #2

PLEASE NOTE RECEIPT OF ADDENDUM #2 AND BY SIGNING BELOW AND INCLUDING WITH YOUR RFP SUBMISSION

I ACKNOWLEDGE RECEIPT OF ADDENDUM #2

COMPANY	
NAME	
TITLE	
SIGNATURE	
DATE	

FUEL SURCHARGE

The fuel surcharge payable by the city to the refuse/recycling contractor will be included in the contract based upon the fuel source of the fleet provided.

For purposes of the agreement, the base cost is:

- Diesel Fuel \$3.25 per gallon
- Compressed Natural Gas \$2.10 gasoline gallon equivalent

Semi-annually the City shall compute and remit the monthly fuel surcharge payment.

The monthly calculation shall equal:

- Diesel Fuel \$250 for every whole ten cent unit over the base.
- Compressed Natural Gas \$284 for every whole ten cent unit over the base

Rate Data shall be determined by:

- Diesel Fuel – US Energy Information Administration – First Monday of the Month – Weekly Retail On – Highway Diesel Prices – Average All Types, for the Midwest Region
<http://www.eia.gov/petroleum/gasdiesel/>.
- Compressed Gas – First Monday of the Month as sold at the lowest cost retail station within the Wausau Metro area.

An example of the computation for the fuel surcharge is as follows:

	Diesel Prices - First Monday of the Month Midwest Region	Base per Contract	Increase Over Base	10 Cent Increments	Fuel Surcharge \$250
DIESEL					
January	3.8500	\$3.25	\$0.60000	\$0.60000	\$1,500
February	3.7500	\$3.25	\$0.50000	\$0.50000	\$1,250
March	3.3300	\$3.25	\$0.08000	\$0.00000	\$0
April	3.4200	\$3.25	\$0.17000	\$0.10000	\$250
May	3.8800	\$3.25	\$0.63000	\$0.60000	\$1,500
June	3.9500	\$3.25	\$0.70000	\$0.70000	\$1,750
					<u>\$6,250</u>

WHEREAS, 22.94 percent (WI DHS December 2024) of Marathon County’s residents use a Medicaid program to get their health care and other important supports; and

WHEREAS, many of our city’s jobs are created through small businesses, hospitals, therapists, mental health professionals, school-based medical services, and other professionals that bill Medicaid; and

WHEREAS, Medicaid is an important funding source in the City of Wausau for mental health care; and

WHEREAS, Medicaid funds almost all long-term care, including Wisconsin’s institutional diversion programs—Family Care, IRIS, CLTS—that keep kids, people with disabilities, and older adults out of expensive Medicaid-funded nursing homes and institutions; and

WHEREAS, Wisconsin’s population is aging and more seniors will require care and services in the future; and,

WHEREAS, Medicaid programs are the only places older adults and people with disabilities can get the long-term support and health care they need; and

WHEREAS, Medicaid serves a diverse population of the city’s residents including veterans, older adults with dementia, foster kids, people with mental illness, unpaid caregivers who have had to leave the workforce to provide care and low-wage paid caregivers; and

WHEREAS, Medicaid improves the health, well-being, and productivity of thousands of residents in the areas of preventive services, prenatal care, opioid and other drug treatment, behavioral health, crisis intervention, lead poisoning, treatment of chronic disease, dental health, and support for the elderly and people with disabilities thus providing for a healthier population and more productive workforce;

NOW, THEREFORE, BE IT RESOLVED, that the City of Wausau Common Council, assembled this **(date)**, **formally opposes** any proposed federal or state cuts to Medicaid; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to **send copies of this resolution** to the Governor of Wisconsin, the Wisconsin Department of Health Services, the Marathon County Board of Supervisors, and Wausau’s state and federal legislative representatives, urging them to protect Medicaid funding for the well-being of our community.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date: February 6, 2025

To: Chief Barnes

From: Lt. Peter Fish

Subject: Tavern Report, January 1 – February 1, 2025

ROUTINE TAVERN INSPECTIONS*

TAVERN NAME	LOCATION	INSPECTION Y/N	VIOLATION(S)
Pregame Pub	2002 N 6th St	N	N
Bob & Randy's Bar	1515 N 6th St	N	N
Cop Shoppe Pub	701 Washington St	N	N
Domino Bar	740 Washington St	N	CLOSED
El Jalapenos	300 N 3rd St	N	N
Glass Hat	1203 N 3rd St	N	N
Hiawatha Restaurant & Lounge	713 Grant St	N	N
Intermission	325 N 4th St	N	N
Limerick's Public House	121 Scott St	N	N
Loppnow's Bar	1502 N 3rd St	N	N
Malarkey's	412 N 3rd St	N	N
Oz	320 Washington St	N	N
Nevermore On Third	1206 N 3rd St	N	N
Timekeeper Distillery	607 Grant St	N	N
Wausau on the Water (WOW)	1300 N River Dr	N	N
Bull Falls Brewery	901 E. Thomas St	N	CLOSED
Kin and Kind	2108 Grand Ave	N	N
Chellis St. Pub	265 Chellis St	N	N
Christine's Bar	936 S. 3rd Ave	N	N
Denmar Tavern	601 W Thomas St	N	N
Eagle's Club	1703 S 3rd Ave	N	N
Jim's Corner Pub	1244 S 9th Ave	N	N
The Bar and Grill	1025 S 3rd Ave	N	N
Treu's Tic Toc Club	1201 W Thomas St	N	N
M&R Station	818 S 3rd Ave	Y	N
Days Bowl-A-Dome	1715 Stewart Ave	N	N
Hutch's Bar	4411 Stewart Ave	N	N
Whiskey River Bar & Grill	5512 Stewart Ave	N	N

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

101 Pub	101 N 3rd Ave	N	N
After Shock Bar and Grill	1418 Lenard St	N	N
Callon Street Pub	209 Callon St	N	N
Chatterbox Bar	102 S 2nd Ave	N	N
4 Fathers Pub	1724 Merrill Ave	N	N
Labor Temple	318 S 3rd Ave	N	N
North End Pub	1002 N 3rd Ave	N	N
Lickity Splitz	1709 Merrill Ave	N	N
Newch's Eatery	1810 Merrill Ave	N	N

*During a routine tavern inspection, officers check for the following:

Sober, licensed bartender present.

Presence of underage persons.

Intoxicated persons being served.

Entertainment license posted if applicable.

In addition to the listed tasks, officers often conduct walkthroughs of taverns, especially when observing large crowds to establish a visible presence, aiming to discourage criminal activities and to encourage compliance with ordinances related to alcohol licenses.

CONVENIENCE/GROCERY STORE INSPECTIONS

None.

RESTAURANT INSPECTIONS

None.

ALCOHOL COMPLIANCE CHECKS*

None.

*Alcohol Compliance Check Procedure: Police officers conduct alcohol compliance checks by deploying with underage volunteer(s) to taverns and other licensed establishments selling or serving alcoholic beverages to ensure compliance with ordinances related to alcohol licenses.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ACTIVITY LOG

Hutch's Bar, 4411 Stewart Avenue

- (1) *Event #25014178 01/31/2025 at 18:35 Hours.* MEDICAL EMERGENCY: A middle aged male fell off his bar stool after reportedly having three drinks and was evaluated by EMS.

Treu's Tic Toc, 1201 W Thomas Street

- (1) *Event #25008135 01/18/2025 02:47 Hours.* SERVICE MISCELLANEOUS: An officer responded to the report of a stolen cell phone. It was later determined the phone was lost in the parking lot and was recovered by associates of the reporting person.

Callon Street Pub, 209 Callon Street

- (1) *Event #25014150 01/31/2025 17:39 Hours.* MEDICAL EMERGENCY: An officer responded to the report of a male who fell off his stool.

M&R Station, 818 S 3rd Avenue

- (1) *Event #25000072 01/01/2025 05:27 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report a fight outside of the bar after two females were kicked out of the bar. Officers determined an altercation did occur and no one wished to pursue charges. No enforcement action was taken.

101 Pub, 101 N 3rd Avenue

- (1) *Event #25000007 01/01/2025 00:15 Hours* CRIMINAL MISCELLANEOUS: An officer responded to the report of an impaired male who fell off a bar stool. Officers ensured the male got home safely
- (2) *Event #25010488 01/23/2025 20:42 Hours* CRIMINAL MISCELLANEOUS: An officer responded to the report of a female who was in the bar violating the conditions of



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

her bond. The officer determined the female was not present.

4 Fathers Pub, 1724 Merrill Avenue

(1) *Event # 25008435 01/18/2025 at 21:49 Hours* NOISE COMPLAINT: An officers responded to the report of a noise complaint by a refused caller. The officer stopped outside of the bar on Arlington and could clearly hear the music while outside. He spoke to Daniel, the owner, about the noise. Daniel was immediately confrontational and told the officer he needed a decibel reader. The owner stated that he won't turn down the music. The officer confirmed with me, Lt. Fish a decibel reading is not a necessary element for enforcement action including for a citation/warning. The officer issued a written warning for noise ordinance to the bar and explained it to Daniel. Daniel again was confrontational but agreed to turn it down. There was live music at the bar. Daniel refused to show his entertainment license. The officer did a license check and saw that the bar did not have an entertainment license. Citation was unable to be written for violating entertainment license b/c there was not an ordinance listed in the applicable citation system (TRaCS) despite there being an ordinance requiring the license. The officer spoke with Daniel and explained to him that he does not have an entertainment license. Daniel said that he thought he had one. Daniel apologized to officer for being unkind.

- a. It should be noted on 2/1/2025 another noise complaint was received (Event #25014723) and the bar was cited for disturbing the peace. The owner, Daniel, was again argumentative with the officer issuing the citation. The noise complaint was from a named complainant and the officer also heard loud music from the bar while parked at Arlington Lane at N 15th Avenue.

Denmar, 601 W Thomas Street

(1) *Event #25001191 01/03/2025 18:45 Hours*. CRIMINAL MISCELLANEOUS: An unidentified male attempted to pass a fake \$100 bill at the bar and fled from the area on foot.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

DEMERIT POINTS ASSESSED

50 demerit points are assessed on 2/1/24 for 4 Fathers Pub.

Respectfully submitted,

Lt. Peter Fish

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ADDENDUM #1 of 1: CURRENT DEMERIT POINTS

TAVERN NAME	VIOLATION	POINTS ASSESSED	DATE
Newch's Eatery	No Licensed Bartender	50	9/28/2024
Cop Shoppe Pub	Sale/Serve Underage	25	5/21/2024
Intermission	Sale/Serve Underage	25	5/21/2024
Labor Temple	Sale/Serve Underage	25	5/21/2024
4 Fathers Pub	Noise Complaint – Citation	50	2/1/2025

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain

To: Public Health and Safety Committee

From: Tracy Durante, Community Outreach Specialist

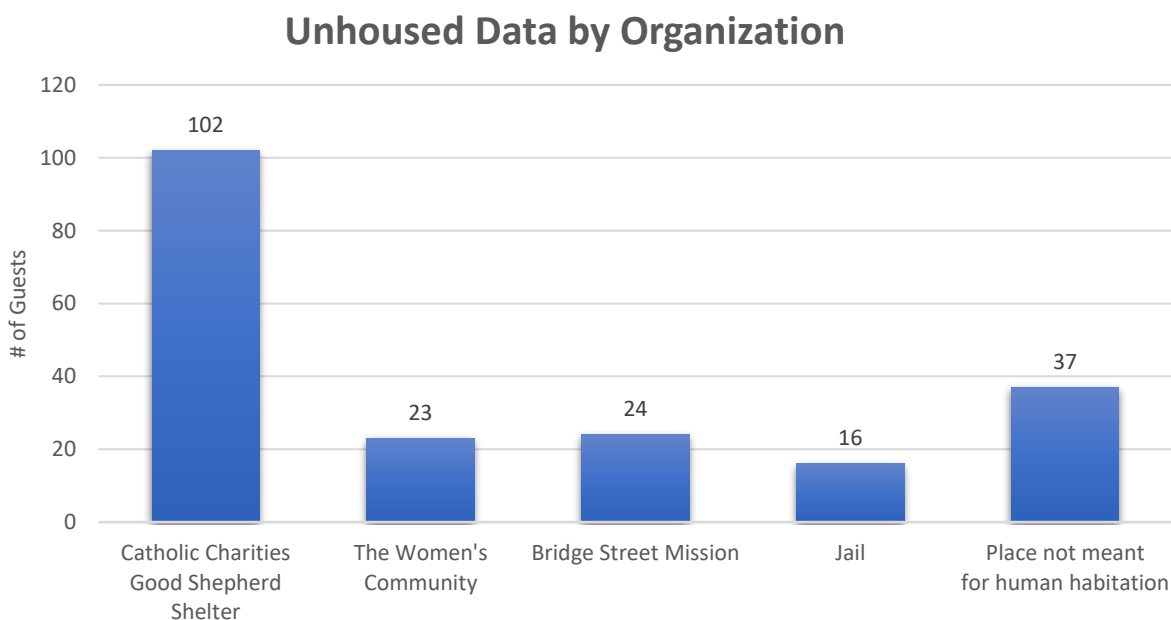
Date: January 27, 2025

Re: Community Outreach Update



Unhoused Data

The following graph shows the number of unduplicated¹ guests housed by each organization in the previous month.



Unhoused Data Summary

In January, data suggests there were approximately 202 unhoused individuals identified in Wausau through various partnering agencies. As indicated in the footnote, 202 is not the true number of unhoused. As of today, organizations do not cross-reference names when coming up with their unduplicated count. This means an unhoused individual may be part of more than one organization's count, thereby inflating the true number of unhoused. An example is provided in the footnote. This number also does not include those individuals who are considered "couch surfing".

¹ The numbers reflected do not eliminate duplicates across organizations. For example, a person who stays at The Good Shepherd Shelter and Marathon County jail in the same month will count as 1 person for each organization.

In the graph above, 82 percent of the unhoused sought or received shelter in the month of January, 18 percent of the unhoused were living outside, or in places not meant for human habitation.

The Women’s Community data includes crime victims who sought shelter because their home was unsafe. This number reflects both adult residents (14) and their children (9).

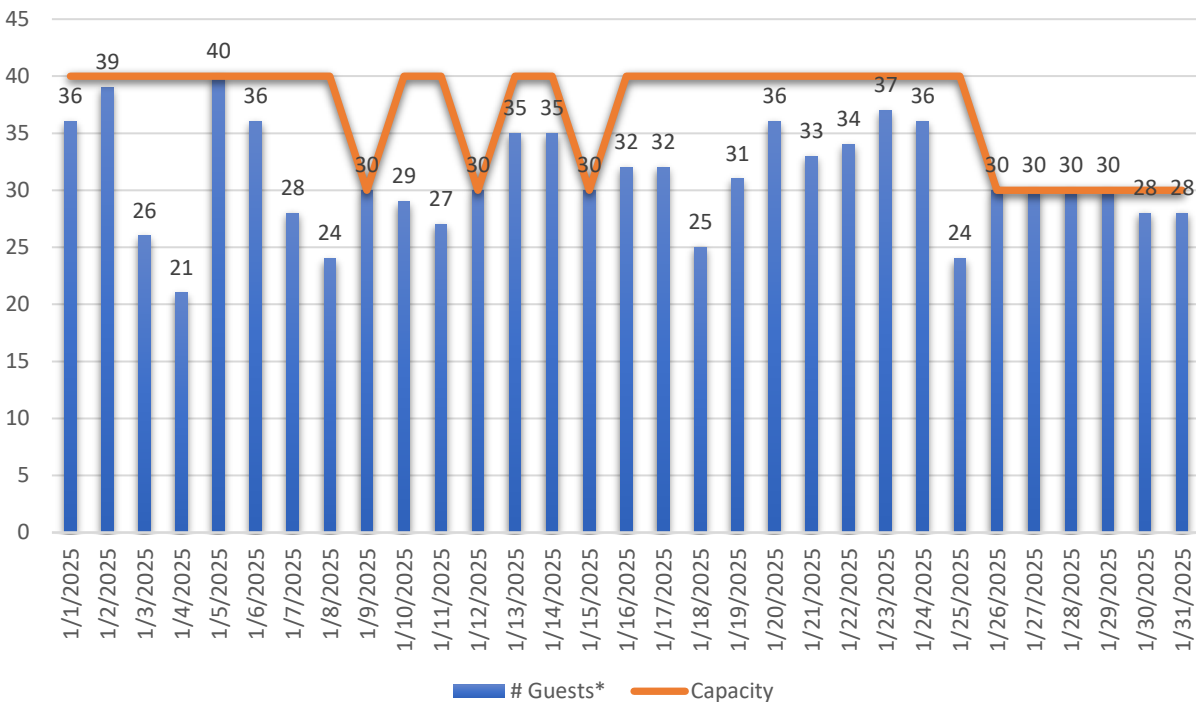
Bridge Street Mission includes individuals who have received shelter after release from jail/prison, drug rehab, or homelessness. The number reflected should include all individuals who are housed at Bridge Street Mission, because without this amazing program in our community, 24 (per this month’s census) individuals would likely be unhoused in our community.

The Marathon County Jail includes individuals who identify as “homeless” or “unhoused” at the time of booking.

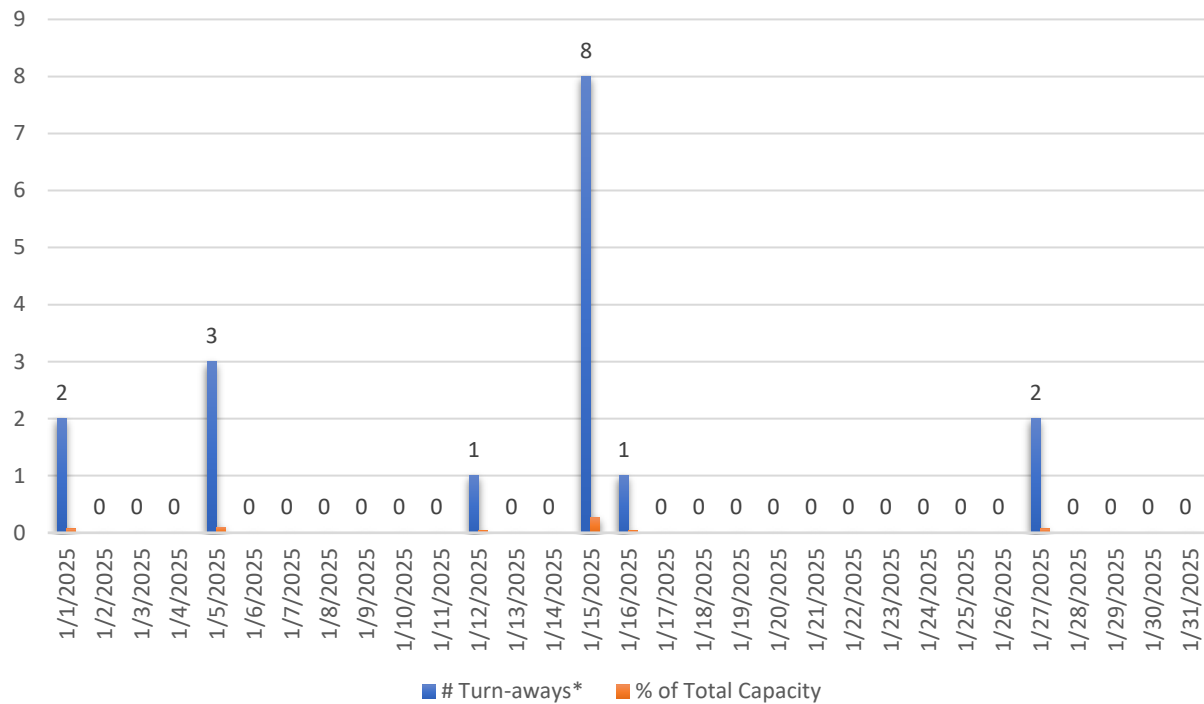
Daily Census

We are working hard to collaborate with our partner organization to get a handle on shelter capacity in Wausau. It’s important to know if we’re meeting or exceeding capacity. Current shelter capacity for single adults lies solely on Good Shepherd shelter, formerly known as, the Wausau Warming Center, and their total bed capacity is 30, with the ability to expand to 40 when temperatures fall below 15 degrees or above 90 degrees.

Good Shepherd Daily Census



Good Shepherd Daily Turn-aways



Daily Census Summary

On average, capacity was at 84 percent for the month of January. The Good Shepherd Shelter was at or over their capacity a total of 8 days in the month of January.

Continued collaboration exists to ensure that the unhoused population have access to services.

We continue to work with our partner organization to learn how many people are turned away each night. In addition to capacity, individuals are turned away for a variety of other reasons. The “turn-away” statistics for the month of January are as follows: The Good Shepherd Shelter = 17

*It is important to note that The Good Shepherd Shelter does reserve beds for individuals that are working. When individuals do not show for their bed save, it results in the shelter not reaching their 30-bed capacity for the night.

In the month of January, 21 individuals requested a bed save due to employment. The range was 4-11 individuals needing a bed/night. The median number of people needing a bed/night was 8.

*There was a total of 26 new individuals for the month of January. 11 first time individuals needing emergency shelter, 7 individuals needing emergency shelter. This number includes those individuals who had stayed at least one time in shelter more than 5 years ago. 8 individuals were “returning” for emergency shelter services.

Community on Call

January was a busy month for Community on Call. There was a total of 12 days where activation occurred. Three separate activation sites were utilized. A total of 142 individuals were sheltered as the result of these activations.

Outreach Update

In January, 15 individuals met with Outreach Specialist and were given resources and assistance with housing applications, etc. One individual was housed.

In addition to assisting with housing, we have also provided additional aid like transportation to medical/psychiatric appointments, bus passes, medication management, collaboration with St. Vincent DePaul, Catholic Charities, NCCAP, Social Services, Probation/Parole, and CW Solutions (FSET). Assistance was also provided with obtaining identification, setting individuals up with additional services through the ADRC as well as Community Treatment through NCHC. Case/Care Management is a service provided through both resources.

Collaboration with landlords and other non-profit agencies is on-going. Office hours at agencies throughout the city have proven beneficial in reaching the unhoused population.

Challenges and Opportunities

While we celebrate every time an unhoused individual achieves stable housing, the work does not and cannot end there. Generally, the unhoused population is vulnerable. Without someone providing ongoing support, management, intervention, accountability, and aid, the chances of remaining housed wane dramatically. In other words, our work can and will be undone in short order without systems to sustain the work. Thankfully, there are systems in place, but there are also gaps. Where gaps in case management exist, we are filling that void. We recognize, however, that our time and resources are limited in this regard. As a result, we are working to improve our understanding and relationship with existing systems while also exploring solutions that not only bridge the gap to housing, but to the essential supports that will make housing permanent.