



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, December 12, 2024 @ 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 (11/25/2024).
- 2 Consider approval or denial of various license applications.
- 3 **HEARING:** Appeal of Declaration of Chronic Nuisance Premises - 1013 N. Third Avenue.
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.
RECONVENE Into Open Session for the purpose of making a determination on the declaration of Chronic Nuisance Premises — 1013 N. Third Avenue.
- 4 Discussion and possible action on sale of Wausau Fire Department Ladder 2 and potential replacement purchase.
- 5 Tavern Activities Report - November 1 - November 30, 2024.
- 6 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 12/12/2024 @ 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, October 25, 2024, at 5:15 p.m., Council Chambers

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

Members Excused: Becky McElhaney, Sarah Watson

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

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

Approve minutes of previous meeting (10/21/2024).

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

Consider approval or denial of various license applications.

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

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

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

Discussion and possible action approving Clinical Affiliation Agreement for Health and Community Services Occupations.

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

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

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

Discussion and update on public safety fees for ticketed events.

Rasmussen stated adjustments should be made on the application to track attendance and make a clear reference on the application to provide notice of the fees.

Larson questioned if the city provided services to the county fair. It was stated there is a presence at the fair along with the Marathon County Sheriff Department. Larson further questioned if the collection of the fees would be shared by the two entities. It was stated that would have to be ironed out with coordination with the county to set that policy.

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

Rasmussen shared concerns with After Shock Bar & Grill on complaints coming from neighbors on nuisance noise. It was stated a meeting will take place in the future with the owner of that establishment to come to an understanding on accommodating with the neighborhood.

Larson stated concerns with Oishii Japanese Ramen and Campus Pub receiving "Class B" Beer & Liquor licenses and not yet being open. It was stated Campus Pub had voluntarily surrendered their license and Oishii were having inspections conducted with the intention to open soon.

Report placed on file.

Community Outreach Update.

Without objection, this item will be taken up at the next committee meeting.

Adjourn

Motion by Larson, seconded by Lukens, to adjourn. Motion carried. Meeting adjourned at 5:32 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=zlePPK0GUk4>



PHS Date 12/16/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
202787	9010 - Bartender/Operator New	CLOUGH, TREVOR	24 WILSON AVE ROTHSCHILD WI 54474		TRUE NORTH #855	11/13/2024	06/30/2025	No		
202723	9011 - Bartender/Operator 2-Yr Renewal	SPERKA, SARA	710 N 6TH ST WAUSAU WI 54403		COP SHOPPE PUB	07/01/2024	06/30/2026	No		
151484	9011 - Bartender/Operator 2-Yr Renewal	TESSMER, KARISSA	713 PLUMER WAUSAU WI 54403		DAY'S BOWL-A-DOME	07/01/2024	06/30/2026	No		
202768	9064 - "Class B" Beer & Liquor	ASCHBRENNER, MATTHEW	1100 HIGHLAND PARK BLVD WAUSAU WI 54403		ASCH GARDENS			Yes		
209664	9064 - "Class B" Beer & Liquor	HOELTER, LEAH	943 SINGLE AVE WAUSAU WI 54403		GLASS & GRAIN HOUSE			Yes		
209666	9064 - "Class B" Beer & Liquor	HUMMER, DAVID	309 MCCLELLAN WAUSAU WI 54403		WAUSAU MUSEUM OF CONTEMPORARY ART			Yes		
202767	9068 - "Class B" Beer & Liquor Reserve	ASCHBRENNER, MATTHEW	1100 HIGHLAND PARK BLVD WAUSAU WI 54403		ASCH GARDENS			Yes		
209449	9068 - "Class B" Beer & Liquor Reserve	IVERSON, LESLI	1003 SYLVAN ST WAUSAU WI 54403		VENADO CAFE & WINE BAR	12/02/2024	06/30/2025	Yes		
202888	9069 - Temporary "Class B" (Picnic)	BOLLMANN, JULIE	PO BOX 1548 WAUSAU WI 54403		CHILDREN'S IMAGINARIUM					

Total Licenses

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: December 12, 2024

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

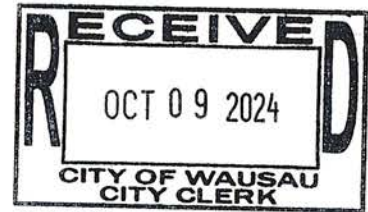
STAFF RECOMMENDATIONS

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

1. **Denial Recommendations – Bartender/Operator New License: Trevor Clough** – This application is recommended for denial due to habitual criminality and methamphetamine distribution. **Bartender/Operator 2-Year Renewal License: Sara Sperka** – This application is recommended for denial due to OWI 3rd offense; **Karissa Tessmer** – This application is recommended for denial due to battery conviction.
2. **Approval Recommendations – Temporary “Class B” Picnic Licenses: Fire and Ice** at 195 N. 2nd Street on February 28th, 2025 from 7:00 PM to 10:00 PM, license applicant Children’s Imaginarium, Julie Bollmann.
3. **Pending Recommendations – “Class B” Beer & Liquor Reserve: Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Gardens LLC, Kristen and Matthew Aschbrenner; **Venado Cafe & Wine** located at 500 N. 1st Street, license applicant Onora Hotels LLC, Juan Antonio Casarrubias and Lesli Iverson. **“Class B” Beer & Liquor: Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Gardens LLC, Kristen and Matthew Aschbrenner; **Glass & Grain House** located at 1702 N. 6th Street, license applicant Glass & Grain House LLC, Leah and Erich Hoelter; **Wausau Museum of Contemporary Art** located at 309 McClellan Street, license applicant MOCA, Inc., David Hummer. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.

October 7, 2024

City of Wausau
Attn Public Health and Safety Committee
407 Grant St
Wausau WI 54403



cc: Inspections, Legal

Dear Committee:

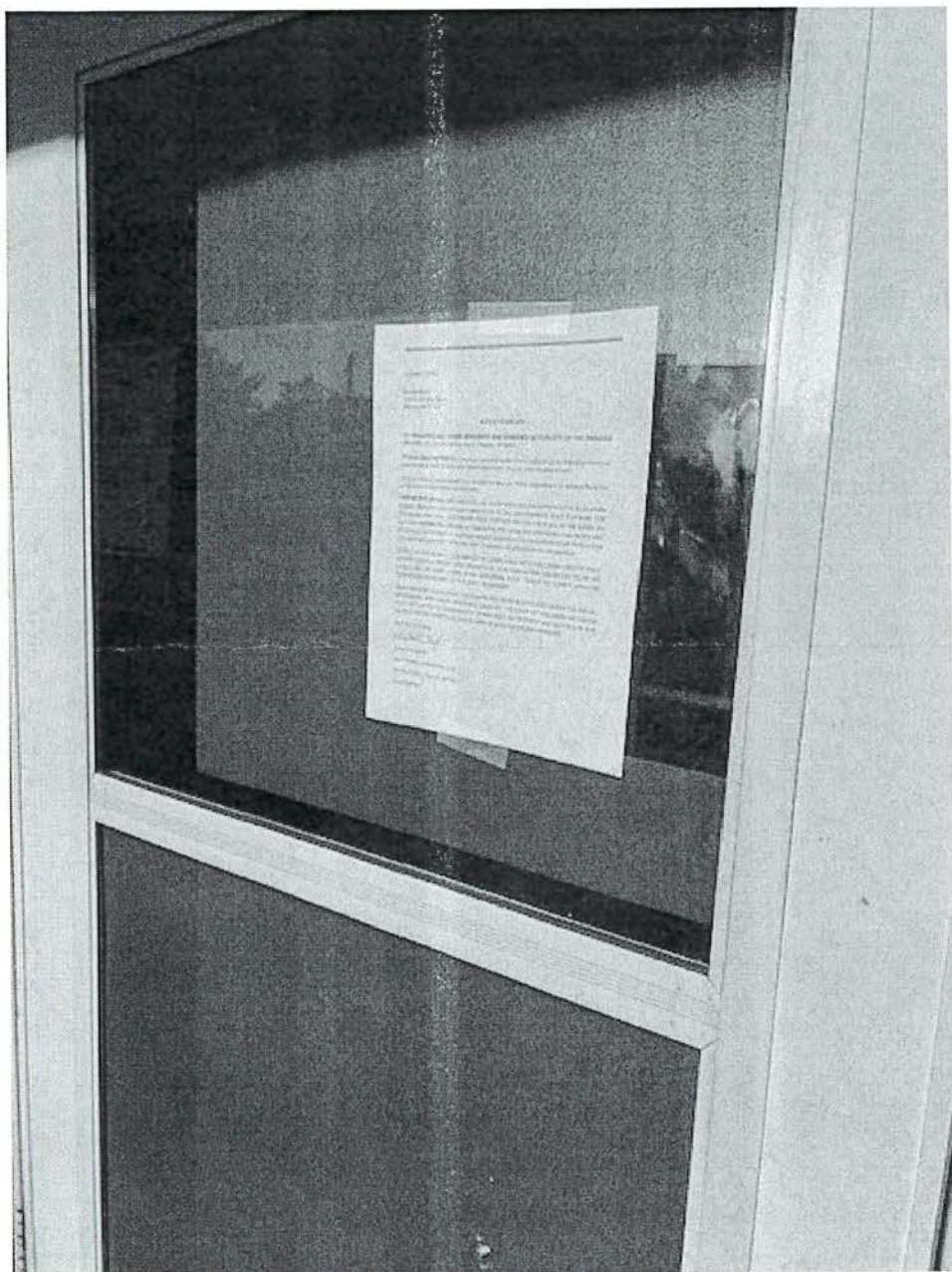
I am the owner/landlord of the property at 1013 N Third Ave, which was recently deemed a "chronic nuisance property" due to criminal drug activity from one of the apartments.

I have owned the building since July of 2021 and have not had any problem tenants until the one most recently occupying Apartment 4. I had been monitoring camera footage for several weeks and reported suspicious activity to the Wausau Police Department in mid-September. I was fully cooperative with law enforcement, and upon their guidance, promptly issued a notice to vacate to the problem tenant on October 1st with a 5 day notice following Wisconsin Statute 704.17.

The purpose of this letter is to request an appeal to the public health and safety committee of my property at 1013 N Third Ave being deemed a "chronic nuisance property." I plan to continue to cooperate with the City and the Wausau Police Department to maintain a respectable office building with quiet tenants in the 4 upstairs apartments.

Thank you,

Chad Thompson
C&K Thompson Properties
1013 N Third Ave
Wausau WI 54401
715-573-3329





NOTICE OF HEARING

TO: Chad Thompson
C&K Thompson Properties
1013 N. Third Ave, Ste 7
Wausau, WI 54401

DATE: Monday, December 16, 2024

TIME: 5:15 PM

LOCATION: City Hall, Council Chambers
407 Grant Street, Wausau WI 54403

PROPERTY OWNER: C&K Thompson Properties LLC
1013 N 3rd Ave
Wausau, WI 54401

MATTER ON HEARING: Appeal of Declaration of Chronic Nuisance

A hearing before the Public Health and Safety Committee to consider the above stated matter(s) is scheduled as indicated above.

Kaitlyn Bernarde, City Clerk
715-261-6622

Enc: Wausau Municipal Code 9.24.070 Chronic Nuisance Premises



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Landlord/Owner Notification Letter – Nuisance Premises (Drugs)

9/25/2024

RE: 1013-13 N. 3rd Avenue

Dear Property Owner:

We are writing in reference to the property you own/manage at 1013-13 N. 3rd Avenue, City of Wausau. We have confirmed that drug or criminal gang activity has taken place at that address. Consequently, the property has been declared a Chronic Nuisance Premises based upon the following case number(s) and charge(s): 24-007775, Maintaining a Drug Trafficking Place, Possession of THC, Possession with Intent to Deliver Cocaine and Possession of Drug Paraphernalia.

As a result of this drug or criminal gang activity, your property fits the definition of a public nuisance under Section 823.113, Wisconsin Statutes. As the owner of this property, the law places the burden upon you to ensure that the public nuisance be stopped. You are being notified to give you an opportunity to do so.

Additionally, the City of Wausau has adopted a "chronic nuisance premises" ordinance under 9.24.070. Additional nuisance activity, as defined by the ordinance, requiring enforcement action may result in the cost of future enforcement being assessed as a special charge against the premises. You have the right to appeal a determination by the chief of police that your premises constitutes a "chronic nuisance premises," or that additional nuisance activity has occurred for which the cost of such police response and enforcement has been calculated. Your appeal must be submitted to the Public Health and Safety Committee within 30 days of the date of notice by providing written notice to the city clerk.

If you fail to take action with fifteen (15) days of this notice and the nuisance continues, you could face serious legal action. This action could include a citation for maintaining a "Chronic Nuisance Premises." This citation carries a penalty of a deposit ranging from \$1000-\$2,500. You could also face the loss of your property through circuit court action to declare your property a public nuisance.

However, we are hopeful that these measures will be unnecessary. Section 704.17, Wis. Statutes, allows you to begin a five-day, no cure eviction of the tenants based upon drug activity. We are willing to assist your efforts to stop these nuisance behaviors by providing information necessary to support an eviction action. Please feel free to call us. We are optimistic that prompt attention to these matters will resolve the need for continuing legal action.

Sincerely,
Officer Michael Grund
715-261-7998



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

MEMORANDUM

TO: Mayor Doug Diny

Common Council Members

FROM: Anne Jacobson, City Attorney

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

DATE: December 11, 2024

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

Opinion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Wausau Fire Department

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



Doug Diny, Mayor

Jeremy Kopp, Fire Chief

Memo

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

Purpose:

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

Background:

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

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

Key Considerations:

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



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

Recommendation:

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

Next Steps:

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

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



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

Listing and Marketing Commission Agreement

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

Apparatus: _____ (the "Apparatus")

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

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

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

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

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

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

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

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

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

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

Agreed to by:

Seller:

[insert seller name above]

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

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

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

Revised 12/28/2022

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

RESOLUTION OF THE FINANCE COMMITTEE

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

Committee Action: Pending

Fiscal Impact:

File Number: 24-1108

Date Introduced: November 26, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Ladder 2, a critical piece of equipment in the Wausau Fire Department's fleet, was involved in a significant legal matter following an injury to a firefighter in March of 2024; and

WHEREAS, given the ongoing litigation associated with the vehicle, combined with the need to maintain high standards of safety and operational effectiveness; it is being recommended to sell Ladder 2 and acquire a replacement apparatus that meets the Fire Department's needs; and

WHEREAS, Section 3.14.020 of the Wausau Municipal Code permits sale of items of special or limited interest to be advertised in order that a fair market sale is realized; and

WHEREAS, the Fire Department is looking to utilize Brindlee Mountain Fire Apparatus, a reputable company specializing in the sale of fire equipment, to sell Ladder 2; and

WHEREAS, your Finance Committee, on November 26, 2024, discussed and recommended the sale of Ladder 2 and the acquisition of a replacement apparatus.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau hereby approves the sale of Ladder 2 and the acquisition of a replacement vehicle.

Approved:

Doug Diny, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date: November 12, 2024

To: Chief Barnes

From: Lt. Peter Fish

Subject: Tavern Report, November 1 –30, 2024

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	Y	N
Cop Shoppe Pub	701 Washington St	Y	N
Domino Bar	740 Washington St	N	CLOSED
El Jalapenos	300 N 3rd St	Y	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	Y	N
After Shock Bar and Grill	1418 Lenard St	Y	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	Y	N
Lickity Splitz	1709 Merrill Ave	Y	N
Newch's Eatery	1810 Merrill Ave	Y	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



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ACTIVITY LOG

WOW Family Entertainment Center, 1300 N River Drive

- (1) *Event #24146857 11/15/2024, at 18:02 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report two males who were escorted out of the bar area by staff who broke the door in the process of being escorted out. WOW did not wish to pursue charges, only document the incident.

Cop Shoppe Pub, 701 Washington Street

- (1) *Event #24143009 11/07/2024, at 00:22 Hours.* CRIMINAL MISCELLANEOUS: An Officer responded to the report of a male who entered the bar who was previously banned. Prior to their arrival, the male was gone and was not located by the officer.

Treu's Tic Toc, 1201 W Thomas Street

- (1) *Event #24145508 11/12/2024, at 22:18 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report of a male who left without paying his bill. Officers located the male at M&R Station and the male was issued trespass warning paperwork.

M&R Station, 818 S 3rd Avenue

- (1) *Event #24140862 11/02/2024, at 02:30 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report of the bar still being open. Officers arrived at 02:34 and determined the bar was not open.
- (2) *Event #24143028 11/07/2024, at 02:01 Hours.* SERVICE MISCELLANEOUS: An officer was flagged down by someone when passing by. The officer located a group of people arguing behind the closed bar. Upon their arrival, the group dispersed.

101 Pub, 101 N 3rd Avenue

- (1) *Event #24140811 11/01/2024, at 23:00 Hours and 11/01/2024 at 23:38 and 11/15/2024 at 23:46.* NOISE COMPLAINTS: Officers responded to three noise



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complaints by a refused caller. No enforcement action taken. The owner stated the rental agreement with tenant(s) in the same building as 101 Pub includes language that the tenants tolerate the loud music and bar noise at certain times. The owner stated he believed the repeated refused calls are coming from a disgruntled upstairs tenant.

Aftershock Bar and Grill, 1418 Lenard Street

(1) *Event #24144407 11/10/2024 00:20 Hours. Event # 24146002 11/13/2024 22:08 Hours. Event # 24151954 11/27/2024 22:02 Hour.* NOISE COMPLAINTS: An officer responded to one noise complaint by a refused caller where he was not able to hear any loud noises outside the bar. An officer responded to a second complaint from a named caller who lives in a residence directly next to the bar where the reporting person asked the officer to ask the bar to turn down the music volume. The officer noted it was the stance of the bar and the caller, they disagree that the noise is a real issue. An officer responded to a third noise complaint where a written warning was issued for disturbing the peace.

- Four (4) Extra Patrols were logged at Aftershock on November 20, 23, 23, 24 and no excessive noise was heard by the officers conducting the patrols.

On 11/24/2024 An officer responded to a TRAFFIC HAZARD call at Aftershock where a refused caller complained about chairs being left outside where they believed one was a traffic hazard. The responding officer observed the chairs were placed intentionally to prevent entry to the lot where the lot was patched recently. The chairs were not a traffic hazard.

On 12/12/2024 I spoke with the Aftershock owner at length regarding the noise complaints and volume of calls at Aftershock. The owner respectfully expressed frustration over the complaints and said she believed the complaints were being called in strategically by two neighboring residents taking turns calling the police for noise complaints. The owner also shared, they have addressed the noise complaints by addressing all the environmental factors within their means; which should result in a quieter setting, though they do not believe it was too loud to begin with. The owner stated, they have ensured all windows remain closed which is not a new change to the bar. Furthermore, they moved the location where karaoke speakers are set up on



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Wednesday night and Saturday night to a different room in the building to ensure there is a greater buffer from where the entertainment occurs and the surrounding neighbors. Additionally, they have asked the Karaoke DJ to lower the volume. Signage was also placed at the front of the building to ensure patrons do not stand out front and smoke/converse. A separate area in the “back” (outdoors) has been designated for smokers to use. The owner was extremely receptive to comments and suggestions and confirmed understanding they are privileged to be in a residential area and have historically not had issues. The owner also expressed some frustration over the police presence when the police have repeatedly arrived on scene and determined no intervention or enforcement was necessary. I encouraged the owner to try and take a proactive approach to ensure the noise is under control and to mend any strained relationships with the neighbors surrounding the bar.

Callon Street Pub, 209 Callon Street

- (1) *Event #24142097 11/04/2024 21:49 Hours.* CRIMINAL MISCELLANEOUS: An officer responded to the report of two females scaring away customers who were suspected of being intoxicated or on drugs. The bartender asked the females to leave and they refused. Upon arrival the officer located one of the females outside nearby. The second female was not located. Both females left the bar and no enforcement action was taken.
- (2) *Event #24146460 11/14/2024 21:26 Hours.* CRIMINAL MISCELLANEOUS: An officer responded to the report of a male who was running around intoxicated and on drugs who was attempting to fight other patrons. Officers located the male and he was arrested for a probation violation.

Lickity Splitz Gentlemen’s Club, 1709 Merrill Avenue

- (1) *Event #24142096 11/04/2024 21:44 Hours.* CRIMINAL MISCELLANEOUS: An officer took the initial report of a sexual assault. The case was forwarded to the investigations bureau and is active.



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DEMERIT POINTS ASSESSED

No demerit points were assessed throughout the month of November.

Respectfully submitted,

Lt. Peter Fish

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



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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

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To: Public Health and Safety Committee

From: Tracy Durante, Community Outreach Specialist

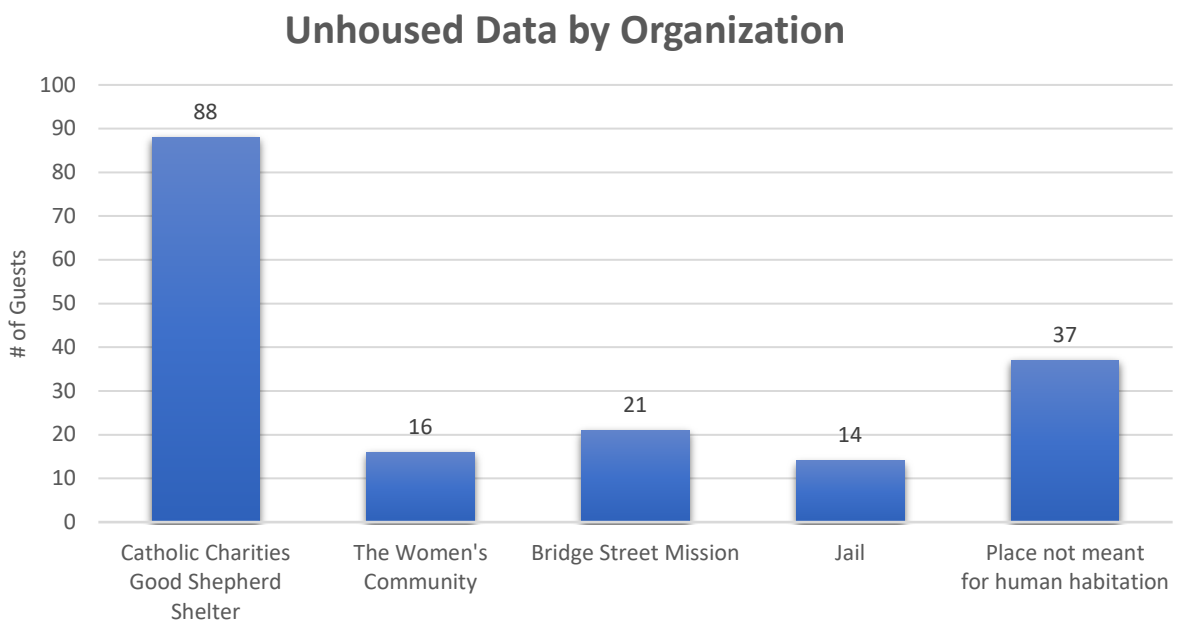
Date: November 25, 2024

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 November, data suggests there were approximately 176 unhoused individuals identified in Wausau through various partnering agencies. As indicated in the footnote, 176 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, 79 percent of the unhoused sought or received shelter in the month of November, 21 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 (12) and their children (4).

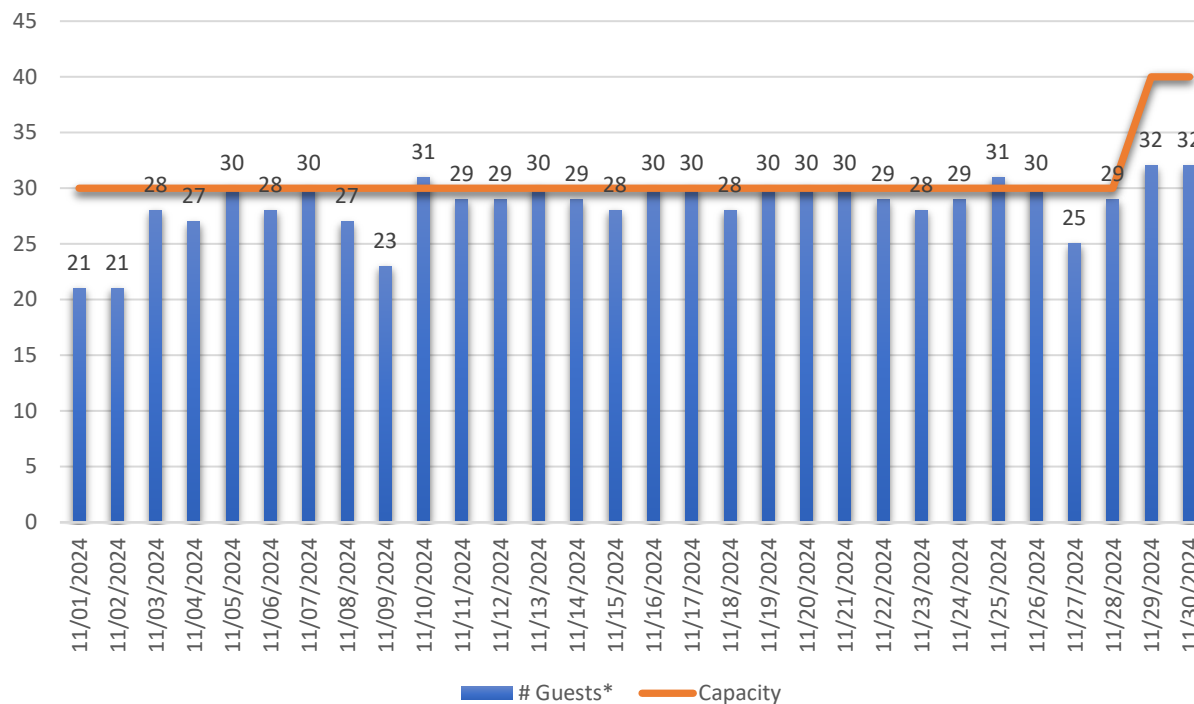
Bridge Street Mission includes individuals who have received shelter after release from jail/prison, drug rehab, or homelessness. The number reflected should include all individuals who are housed at Bridge Street Mission, because without this amazing program in our community, 21 (per this month’s census) 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

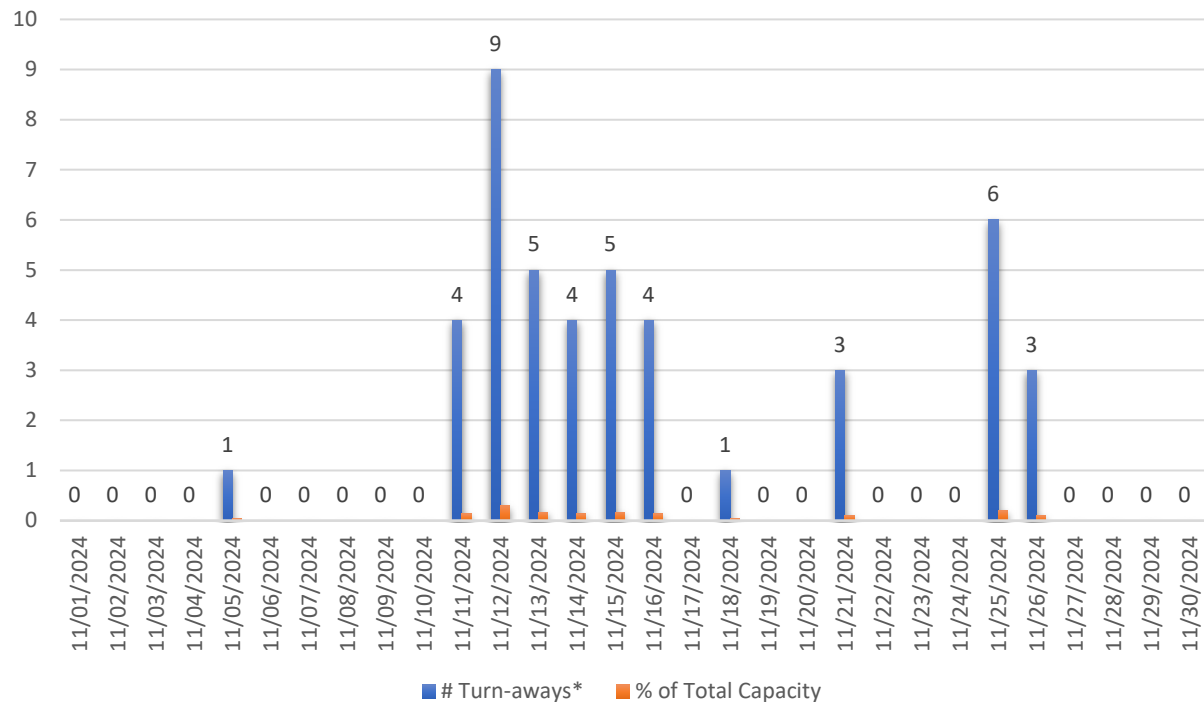
We are working hard to collaborate with our partner organization to get a handle on shelter capacity in Wausau. It’s important to know if we’re meeting or exceeding capacity. Current shelter capacity for single adults lies solely on Good Shepherd shelter, formerly known as, the Wausau Warming Center, 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



* 11 guests were identified as “new” (i.e., never served by Good Shepherd in the past).

Good Shepherd Daily Turn-aways



Daily Census Summary

On average, capacity was at 93 percent for the month of November. The Good Shepherd Shelter was at or over their capacity a total of 13 days in the month of November.

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 November are as follows: The Good Shepherd Shelter = 45

*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 saves, it results in the shelter not reaching their 30-bed capacity for the night.

The number (%) of different individuals requiring a bed save due to employment was 19 (22%). The range was 3-9 clients needing a bed/night. The median number of clients needing a bed/night was 6.

Outreach Update

In November, outreach resulted in 1 individual receiving housing. 7 individuals met with Outreach Specialist and were given resources and assistance with housing applications, etc.

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.