



## OFFICIAL NOTICE AND AGENDA - REVISED

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

Meeting of the:	<b>COMMON COUNCIL OF THE CITY OF WAUSAU</b>
Date/Time:	<b>Tuesday, December 19, 2023 at 6:30 p.m.</b>
Location:	<b>City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers</b>
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

### Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

Presentation: Presentation and update on the site investigation at 1300 Cleveland Ave.

File #	CMT	Consent Agenda	ACT
23-1201	COUN	Minutes of a previous meeting (11/21/2023 & 12/5/2023).	Place on file
23-1203	CLERK	Resolution to appoint members of the Board of Election Officials for a term ending December 31, 2025.	
03-0306	FIN	Resolution Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.	Approved 4-0
23-1109	FIN	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).	Approved 4-0
03-0717	FIN	Resolution Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2024.	Approved 5-0
03-0717A	FIN	Resolution Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2025.	Approved 5-0
12-1214	FIN	Resolution Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.	Approved 5-0
92-1135	FIN	Resolution Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system.	Approved 5-0
94-0828	FIN & RTC	Resolution Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.	Approved 5-0 Approved 4-0
23-1205	CISM	Resolution Approving pedestrian access easement with Wausau Opportunity Zone, Inc. at 300 N. 3rd Street.	Approved 5-0
23-1206	FIN	Resolution Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into a Acquisition/Housing Development Activity.	Approved 5-0
23-1207	CISM	Resolution Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system on 72nd Avenue between Stewart Ave and Packer Dr.	Approved 5-0
23-1208	CISM	Resolution Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 84th Avenue and Innovation Way.	Approved 5-0
23-1211	ED	Resolution Approving the Third Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L & S Printing properties at 415 S. 1st Avenue.	Approved 5-0
05-0406	ED & FIN	Resolution Extending the Life of Tax Increment Districts Number #6 for Affordable Housing.	Approved 5-0 Approved 5-0
16-1110	FIN	Resolution Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2024 Beat Patrol Grant of \$121,434	Approved 5-0
23-1110	CISM	Resolution Approving 2024 Street Reconstruction Projects and Authorization to Let Bids.	Approved 5-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
23-1202		Mayor's Appointments	Placed on file
		Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
23-1210	COUN	Resolution in Opposition of H.R. 3557, the "American Broadband Act of 2023."	Pending
23-1213	COUN	Resolution Instructing City staff to prepare a grant application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) grant for the Eesa, LLC Bakery at 201 Forest Street.	Pending
File #	CMT	Resolutions and Ordinances	ACT

23-1215	COUN	Resolution Approving Master Partnership Agreement between the City of Wausau, Wausau Water Works and Community Infrastructure Partners LLC for lead service line replacement and related infrastructure work.	Pending
22-0105	COUN	Resolution Approving Revised First Amendment to Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC – N. River Drive.	Pending
23-1217	COUN	Resolution Referring request for sale of city-owned property - 902 and 904 W. Thomas Street.	Pending

Public Comment & Suggestions

Adjournment

Signed by Mayor Katie Rosenberg

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

**This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 12/15/2023 @ 4:00 PM  
Questions regarding this agenda may be directed to the City Clerk.**

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

**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**  
held on Tuesday, November 21, 2023, in Council Chambers, beginning at 6:30 P.M.,  
Mayor Katie Rosenberg presiding.

**Roll Call**

**11/21/2023**

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

**Consent Agenda**

**11/21/2023**

Motion by Watson, second by Lukens, to adopt all the items on the Consent Agenda as follows:

**23-1101** from the Common Council Approving the minutes of a previous meeting (11/07/2023).

**22-1110** Resolution from the Finance Committee Levying Special Assessments for the 2023 Street Construction Project of North 17th Avenue from Stewart Avenue to Elm Street.

**23-1108** Resolution from the Human Resources Committee Approving change to minimum education/training requirement for law enforcement officers.

**23-1120** Resolution from the Capital Improvement and Street Maintenance Committee and the Plan Commission Approving Vistas at Greenwood Hills First Addition Preliminary Plat.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**23-1121 Amendment**

**11/21/2023**

Motion by Kilian, seconded by Larson, to amend the tax equivalent to \$0 on the Resolution from the Finance Committee Establishing the 2024 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin.

Rasmussen stated that this amendment would throw the budget into chaos in the eleventh-hour of the process and would not result in a usage rate decrease as a rate case has not been conducted.

Diny stated that a more reasonable deduction could be considered based on a 15-year timeframe.

Kilian stated that this proposal was raised several months ago and was based on solid facts and rhetoric. It was stated that regardless of if this would bring immediate usage rate relief, the amendment should be supported to begin to reduce the rates in the long term.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Henke, Chad	NO

Yes Votes: 3

No Votes: 8

Abstain: 0

Not Voting: 0

Result: FAILED

**23-1121 Amendment**

**11/21/2023**

Motion by Diny, seconded by Kilian, to amend the tax equivalent to \$1.49 million on the Resolution from the Finance Committee Establishing the 2024 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin.

Diny stated that this amendment would be a step in the right direction in reducing the tax equivalent in a gradual manner to not disrupt the budget process. It was stated that this would mean that the equal amount would have to be reduced in the next agenda item referring to the city budget.

Rasmussen stated that the Finance Committee has committed to looking at this issue and that a reduction in the tax equivalent needs to be studied first to come up with a defined approach as opposed to a dartboard approach of arbitrarily choosing a reduced amount.

Kilian stated support of eliminating supplemental budget request for positions in the next agenda item referring to the city budget to offset the reduction in revenue to support this amendment.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Henke, Chad	NO

Yes Votes: 3

No Votes: 8

Abstain: 0

Not Voting: 0

Result: FAILED

**23-1121 Amendment**

**11/21/2023**

Motion by Gisselman, seconded by Kilian, to amend to direct the Finance Committee and the Wausau Water Works Commission to report back to the Common Council in August 2024 on the results of the impact of the tax equivalent on the Resolution from the Finance Committee Establishing the 2024 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

**23-1121**

**11/21/2023**

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Finance Committee Establishing the 2024 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin.

Brian Roemer, Senior Municipal Advisor with Ehlers, provided information on this matter. Questions were asked and answered.

Kilian questioned the amount to which water and sewer usage rates would decrease by reducing the tax equivalent amount. It was stated that changing usage rates would require a rate study by the Public Service Commission to determine how much the utility would need to charge to recover cost to operate. It was stated that removing the tax equivalent would equal a 17% decrease in the cost to operate. Kilian further questioned if the same outcome could be achieved by decreasing spending in the city budget. It was stated that this was possible and other communities have gone through the budget process to reduce the tax equivalent gradually. Kilian stated support for gradually reducing the tax equivalent amount and reducing expenses to drive down the usage rates based on the discussion.

Diny suggested moving this to the levy to provide transparency for the services provided.

Rasmussen stated that moving this to the levy would give many tax-exempt entities a free pass on paying usage rates as property taxpayers and non-property taxpayers pay usage rates equally. It was stated that reducing expenses would mean a cut to popular city services and that reducing the tax equivalent may not reduce the usage rate based on a newly conducted rate study.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	NO
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 8

No Votes: 3

Abstain: 0

Not Voting: 0

Result: PASSED

**23-1109 Amendment**

**11/21/2023**

Motion by Larson, seconded by Kilian, to amend to remove the funding for two positions from the supplemental budget requests on the Resolution from Finance Committee Adopting the 2024 City of Wausau Budget and General Property Tax to Support Same.

Larson stated that this amendment was due to the positions not being reviewed by the Human Resources Committee in due process.

Rasmussen stated that what is in the budget is placeholder funding allocated for the positions to begin in April of 2024 which gives the Human Resources Committee time to develop these positions. It was stated that items are included in the budget to mitigate introducing a budget modification half-way through the fiscal year and stated the need for the new positions. Rasmussen stated that this is the same process in creating new positions in the budget that has always been followed. It was stated that while these are new positions in the budget, they are position classifications that already exist which does not require Human Resources to come up with the details of the positions.

McElhaney stated that these new positions are in classifications which do not mesh with existing classifications for position qualifications as other similarly classified positions. It was stated that the Human Resources Director was missed out in this process. McElhaney stated support for the amendment because the positions were created in a process that bypassed the Human Resources Department.

Diny stated that it appears that this is the process as it currently stands but that does not make it the correct process as many are confused as to how these positions came forward. Diny supported taking a step back to get the process right as opposed to fixing this on the fly.

Martens stated that there is a genuine need for these positions in the respective departments and cautioned approving this amendment because of a disagreement in process. It was requested by Martens that the head of the departments making the supplemental request speak to the importance of these position request.

Larson stated that this amendment would not eliminate these positions because the positions do not currently exist.

McElhaney stated that the Human Resources Director is working on finalizing these positions to bring back to the Human Resources Committee to review. It was stated that these positions are not being denied but that there was a desire to give the Director more time to work on the finalization of the positions.

Kilian stated that the need for clarification is very important for staff to have a roadmap for the process of creating new positions and supports the amendment to adhere to a process.

Diny stated that a city administrator position could be created using a process that involves the Human Resources Director to also ensure an established process is followed.

Rasmussen stated that the city administrator discussion needs to be determined by the voters in a referendum and not in the discussion of the budget process as it pertains to giving direction to the Human Resources Department. *Point of Order raised* by Larson on the germaness of the discussion. *Point of order was well taken by the chair* and Rasmussen was directed to continue discussing the amendment. Rasmussen stated that taking away the funding would delay the ability to post and hire the job in a timely manner all while the Human Resources Department can work on the details.

Lukens stated agreement with Rasmussen’s comments on the inappropriateness of the city administrator discussion and asked Diny to stop bringing the discussion up. *Point of order raised* by Kilian to ask the chair to remind members of the Common Council to direct comments to the chair. *Point of order was well taken by the chair* and Lukens later apologized.

Martens stated that these positions are needed in the Police and Fire Department to handle many open records request and alleviate staffing shortages, and that the Community Development Department needed support staff to be readily available during business hours and support listening sessions which were also allocated in the budget. It was stated that this amendment must fail as to not hinder the city’s ability to provide customer service to residents.

Lukens stated agreement for the need for these positions. It was stated that there is a great amount of pressure on the Community Development Department to provide transparency for development prompting the need for their position and stated opposition to this amendment.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	NO

Yes Votes: 5                      No Votes: 6                      Abstain: 0                      Not Voting: 0                      Result: FAILED

**23-1109** **11/21/2023**

Motion by Rasmussen, seconded by Lukens, to adopt the Resolution from Finance Committee Adopting the 2024 City of Wausau Budget and General Property Tax to Support Same.

Rasmussen stated that the budget had been vetted by the Finance Committee and outlined that it increases the budget for street and road repair and moves forward prioritized capital improvements, retains city staff, and ensures services and facilities continue to operate which residents expect. Rasmussen stated support for the budget based on these comments.

Diny stated the discussion of a city administrator is germane as it could be a way to resolve issues which arose tonight. *Point of order raised* by Lukens on the germaness of this discussion of the city administrator. *Point of order was well taken by the chair*.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	NO
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 8                      No Votes: 3                      Abstain: 0                      Not Voting: 0                      Result: PASSED

**23-1110** **11/21/2023**

Motion by Watson, seconded by Henke, to adopt the Preliminary Resolution from the Capital Improvement and Street Maintenance Committee Levying Special Assessments for 2024 Street Construction Projects.

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

**Suspend the Rules** **11/21/2023**

Motion by Watson, second by Rasmussen, to suspend Rule 6(B) Filing and 12(A) Referral of Resolutions. (2/3 majority required)

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

**22-0105** **11/21/2023**

Motion by Watson, second by Herbst, to adopt the Resolution from the Economic Development Committee Approving the First Amendment to SCS Wausau AKA S.C. Swiderski Riverlife Development Agreement.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Diny, Doug	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 8      No Votes: 3      Abstain: 0      Not Voting: 0      Result: PASSED

**23-1111** **11/21/2023**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement, New Highway Right-of-Way Fee, and Landscaping at 7255 Stewart Avenue, Parcel 1, Transportation Project Plat 6999-09-02.

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

**23-1112** **11/21/2023**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement at 7019 Stewart Avenue, Parcel 12, Transportation Project Plat 6999-09-02.

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

**23-1113** **11/21/2023**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement at 5450 Stewart Avenue, Parcel 41, Transportation Project Plat 6999-09-02.

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

**23-1114** **11/21/2023**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement at 5400 Stewart Avenue, Parcel 42, Transportation Project Plat 6999-09-02.

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

**23-1115** **11/21/2023**

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement at 5300 Stewart Avenue, Parcel 43, Transportation Project Plat 6999-09-02.

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

**23-1116**

**11/21/2023**

Motion by Watson, seconded by Herbst, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 5050 Stewart Avenue, Parcel 44, Transportation Project Plat 6999-09-02.

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

**23-1117**

**11/21/2023**

Motion by Watson, seconded by Lukens, to adopt the Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 5000 Stewart Avenue, Parcel 47, Transportation Project Plat 6999-09-02.

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

**23-1118**

**11/21/2023**

Motion by Lukens, seconded by Herbst, to adopt the Resolution from the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 4900 Stewart Avenue, Parcel 48, Transportation Project Plat 6999-09-02.

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

**23-1119**

**11/21/2023**

Motion by Diny, seconded by Lukens, to adopt the Resolution from the Common Council Approving Agreement with FAA for Transfer of Entitlements apportioned to Wausau Downtown Airport.

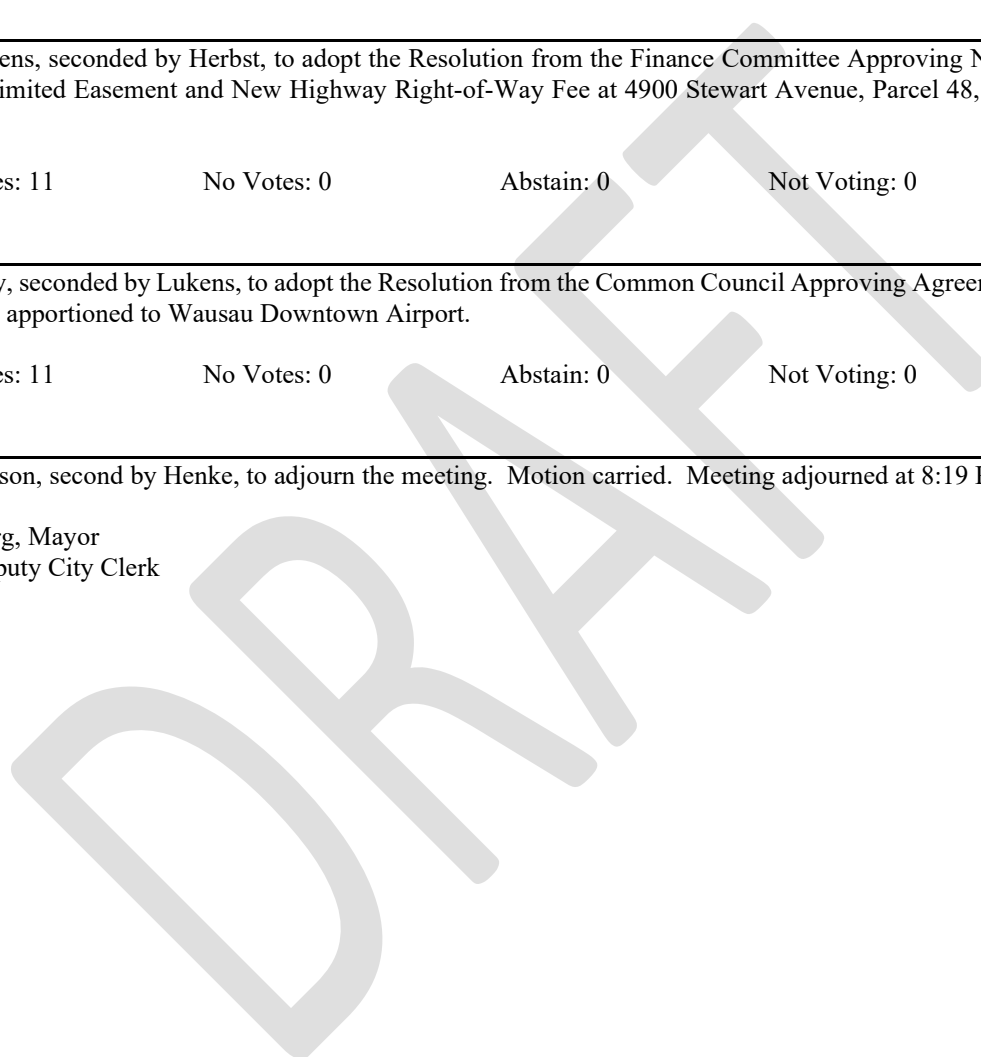
Yes Votes: 11      No Votes: 0      Abstain: 0      Not Voting: 0      Result: PASSED

**Adjourn**

**11/21/2023**

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 8:19 P.M.

Katie Rosenberg, Mayor  
Kody Hart, Deputy City Clerk





**OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL**  
held on Tuesday, December 5, 2023, in Council Chambers, beginning at 6:33 P.M.,  
Mayor Katie Rosenberg presiding.

**Roll Call**

**12/05/2023**

Roll Call indicated 9 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	EXCUSED
11	Henke, Chad	ABSTAIN

**Suspend the Rules**

**12/05/2023**

Motion by Rasmussen, second by Herbst, to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

Yes Votes: 9      No Votes: 0      Abstain: 0      Not Voting: 2      Result: PASSED

**23-1204**

**12/05/2023**

Motion by Rasmussen, seconded by Lukens, to approve the Resolution Approving proposed Class Action Settlement in PFAS Aqueous Film-Forming Products Liability Litigation in Multi-District Litigation, related to 3M and DuPont Public Water Systems Settlements.

Presentation was provided by Stephen Acqaurio, Executive Director and General Counsel for the New York State Association of Counties, and Paul Napoli, Napoli Shkolnik PR Law Services, to review the potential litigation. Questions were asked and answered.

Yes Votes: 9      No Votes: 0      Abstain: 0      Not Voting: 2      Result: PASSED

**CLOSED SESSION**

**12/05/2023**

Motion by Martens, seconded by Herbst, to go into closed session pursuant to Wis. Stats. §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding rights associated with class membership and as a litigating entity, in the PFAS Class Action Settlement proposed in the Aqueous Film-Forming Products Liability Litigation in Multi-District Litigation.

Yes Votes: 9      No Votes: 0      Abstain: 0      Not Voting: 2      Result: PASSED

RECONVENED INTO OPEN SESSION to take action on closed session item, if necessary.

Kilian stated support for opting into the litigation and stated a preference for potential compensation funds to be used to reduce water and sewer usage rates. It was also stated a preference to identify PFAS contamination at 1300 Cleveland Ave.

**Adjourn**

**12/05/2023**

Motion by Watson, second by Lukens, to adjourn the meeting. Motion carried. Meeting adjourned at 7:48 P.M.

Katie Rosenberg, Mayor  
Kaitlyn Bernarde, City Clerk

**CONFIRMATION OF CLERK'S APPOINTMENTS**

to members of the Board of Election Officials for a term ending December 31, 2025

File Number: 23-1203 Date Introduced: December 19, 2023

**WHEREAS**, pursuant to Section 7.30(4)(a) of the Wisconsin Statutes, the governing body of the City must appoint necessary election officials for polling sites no later than the last regular meeting in December of each odd numbered year, and

**WHEREAS**, pursuant to Section 7.30(4)(b), the two dominant political parties are responsible for submitting a list of names from which election officials are appointed by no later than November 30 of each odd numbered year, and

**WHEREAS**, pursuant to Section 7.30(2)(c), if the lists are insufficient or not submitted, the municipality shall nominate other qualified persons whose names have not been submitted by the political parties, and

**WHEREAS**, members have been appointed whose names appear on the list submitted by the Marathon County Democratic Party Chairperson by the deadline, and

**WHEREAS**, members have been appointed whose names appear on the list submitted by the Marathon County Republican Party Chairperson by the deadline, now therefore

**BE IT RESOLVED**, by the Common Council of the City of Wausau that the list of qualified persons attached hereto and made part of this resolution be hereby appointed to the Board of Election Officials for a term to expire on December 31, 2025 and

**BE IT FURTHER RESOLVED**, that pursuant to Section 7.30(2)(b), the City Clerk may appoint qualified persons to the Board of Election Officials to fill vacancies occurring prior to December 31, 2025.

Approved:

---

Katie Rosenberg, Mayor

## BOARD OF ELECTION OFFICIALS

First Name	Last Name	Address	City, State, Zip	Political Affiliation
Karen	Abadeer	1303 W Wausau Ave	Wausau, WI 54401	Republican
David	Ackerman	116 S 36th Ave	Wausau, WI 54401	Republican
Teresa	Alcantara	914 Mcindoe St	Wausau, WI 54403	Unaffiliated
Laura	Anderson	223461 Magnolia Ave	Wausau, WI 54401	Unaffiliated
Bette	Arends	165402 County Hwy Z	Wausau, WI 54403	Unaffiliated
James	Ascher	815 Sturgeon Eddy Rd	Wausau, WI 54403	Republican
Robin	Baker	3308 Springdale Ave	Wausau, WI 54401	Republican
Gayle	Baumann	810 N 8th Ave	Wausau, WI 54401	Unaffiliated
Sandy	Bautsch	1777 Mulligan Dr	Wausau, WI 54403	Republican
Kathleen	Be Beau	310 S 8th Ave	Wausau, WI 54401	Unaffiliated
Linda	Bergerson	3025 N 10th St	Wausau, WI 54403	Republican
Thomas	Bergerson	3025 N 10th St	Wausau, WI 54403	Republican
Kimberly	Booth	1124 S 6th Ave	Wausau, WI 54403	Republican
Bruce	Bohlken	409 Ross Ave	Wausau, WI 54403	Unaffiliated
Michael	Borski	3308 Springdale Ave	Wausau, WI 54401	Republican
Debra	Bouche	309 S 66th Ave	Wausau, WI 54401	Republican
Sherry	Brace	925 N 9th Ave	Wausau, WI 54401	Unaffiliated
Kim	Bray	3111 N 12th St	Wausau, WI 54403	Republican
Julie	Brezovar	1232 S 10th Ave	Wausau, WI 54401	Unaffiliated
Karen	Briggs	154 Eau Claire Blvd	Wausau, WI 54403	Unaffiliated
Kurt	Buehler	6712 Morgan Creek Dr	Wausau, WI 54401	Republican
Tom	Burhans	4004 Sweet Water Ln	Wausau, WI 54401	Republican
Linda	Cannon	2108 8th St	Wausau, WI 54403	Republican
Deb	Chapman	1206 Arther St	Wausau, WI 54403	Republican
Don	Chapman	1206 Arther St	Wausau, WI 54403	Republican
Mike	Cherf	720 N 7th Ave	Wausau, WI 54401	Republican
Julie	Cheyka-Sawyer	2315 Pied Piper Ln	Wausau, WI 54403	Unaffiliated
Kim	Christiansen	734 Greenfield Ave	Wausau, WI 54401	Unaffiliated
Rhonda	Christiansen	1130 S 50th Ave, #125	Wausau, WI 54401	Republican
Constance	Cich	1713 Everest Ave	Weston, WI 54476	Republican
Rita	Clark	1230 S 50th Ave Apt 7	Wausau, WI 54401	Republican
Kenneth	Day	813 Becher Dr	Wausau, WI 54401	Unaffiliated
Randy	Debroux	3500 Honeysuckle Lane	Wausau, WI 54401	Republican
VerJean	Detert	810 N 5th Ave	Wausau, WI 54401	Unaffiliated
Dawn	Dietsche	1226 Henrietta St	Wausau, WI 54403	Republican
Nancy	Dolenshek	1012 Everest Blvd	Wausau, WI 54403	Unaffiliated
Marjorie	Erickson Onga	1502 Silver Spring St	Wausau, WI 54401	Democrat
Jo Ann	Egelkrout	529 Porter St	Wausau, WI 54401	Unaffiliated
Kathleen	Englert	1010 S 50th Ave, Apt 42	Wausau, WI 54401	Unaffiliated
Kathleen	Fandre	620 S 5th Ave	Wausau, WI 54401	Unaffiliated
Shelley	Feiten	429 N 9th Ave	Wausau, WI 54401	Republican
Karen	Frost	1720 Emerson St	Wausau, WI 54403	Republican
Kelley	Gabor	431 N 7th Ave	Wausau, WI 54401	Republican
Rose	Gauerke	211 N 14th Ave	Wausau, WI 54401	Unaffiliated
Joe	Gehin	3400 Springdale Ave	Wausau, WI 54401	Unaffiliated

Elizabeth	Gille	8005 Stewart Ave	Wausau, WI 54401	Unaffiliated
Tori	Glenetski	3416 Wildwoon Ln	Wausau, WI 54401	Republican
Mary	Goede		Wausau, WI 54403	Unaffiliated
Shirley	Gonzalez	510 Lincoln Ave	Wausau, WI 54403	Unaffiliated
John	Gregoire	611 Jefferson St	Wausau, WI 54403	Republican
Edward	Groshan	1519 N 28th Ave	Wausau, WI 54401	Unaffiliated
Maryann	Gullihur	316 Ruder St	Wausau, WI 54403	Unaffiliated
Daniel	Hackbarth	311 N 7th Ave	Wausau, WI 54401	Unaffiliated
Debra	Hadley	3603 Hidden Links Dr	Wausau, WI 54403	Republican
Judy	Hatz	2235 Grand Ave Apt 9	Wausau, WI 54403	Republican
Heather	Haupt	824 Kent St	Wausau, WI 54403	Republican
Randy	Haupt	824 Kent St	Wausau, WI 54403	Republican
Tim	Harvey	502 N 12th St	Wausau, WI 54403	Unaffiliated
Kurt	Hase	703 1/2 West St	Wausau, WI 54401	Unaffiliated
Sheryl	Hemp	914 Grand Ave, Apt 14	Wausau, WI 54403	Democrat
Herbst	Dawn	2809 Springdale Ave	Wausau, WI 54401	Unaffiliated
James	Hess	1206 Washington St	Wausau, WI 54403	Republican
Morgan	Hodek	6900 Antler Circle	Wausau, WI 54401	Unaffiliated
Mark	Hoenecke	456 Forest Valley Rd	Wausau, WI 54403	Republican
Sue	Hoenecke	4526 Forest Valley Rd	Wausau, WI 54403	Republican
Lon	Hoerter	920 Woodlawn Rd	Wausau, WI 54403	Republican
Erin	Hoogendyk	4508 Hilltop Rd	Wausau, WI 54403	Republican
Jack	Hoogendyk	4508 Hilltop Rd	Wausau, WI 54403	Republican
Deb	Hoppa	1108 Bugbee Ave	Wausau, WI 54401	Republican
Doug	Hosler	1717 N 13th St	Wausau, WI 54403	Unaffiliated
Audrey	Hovden	1804 Green Vistas Dr	Wausau, WI 54403	Republican
Bethany	Hutchinson	713 Kent St	Wausau, WI 54403	Republican
Darek	Hutchinson	713 Kent St	Wausau, WI 54403	Republican
Olivia	Hutchinson	713 Kent St	Wausau, WI 54403	Republican
William	Hutchinson	713 Kent St	Wausau, WI 54403	Republican
Leslie	Iverson	1003 Sylvan St	Wausau, WI 54403	Republican
Anne	Jacobson	407 Grant St	Wausau, WI 54403	Unaffiliated
Ray	Jahns	1507 Kenwood Dr	Wausau, WI 54401	Republican
Joreen	Jahsmann	1702 Green Vistas Dr	Wausau, WI 54403	Republican
Reilly	Johnson	4522 Forest Valley Rd	Wausau, WI 54403	Democrat
Nicholas	Josiger	2812 Hubbill Ave	Wausau, WI 54401	Unaffiliated
Dave	Joswick	312 N 32nd Ave	Wausau, WI 54401	Republican
Elizabeth	Joswick	312 N 32nd Ave	Wausau, WI 54401	Republican
Dean	Kannenbergh	2204 Grouse Lane	Wausau, WI 54401	Republican
Kathryn	Knox	4002 Crestwood Dr	Wausau, WI 54403	Republican
Thomas	Knoeck	2310 Elmwood Blvd	Wausau, WI 54403	Unaffiliated
Renee	Kocha	1020 S 50th Ave, #17	Wausau, WI 54401	Republican
Janet	Kraimer-Nichols	1407 Norton St	Wausau, WI 54401	Unaffiliated
Wendy	Kremnitzer	4019 Briarwood Ave	Wausau, WI 54401	Republican
Roxanne	Kroll	1812 Poplar Ln	Wausau, WI 54403	Unaffiliated
Jeanne	Lang	1406 Knox St	Wausau, WI 54401	Unaffiliated
Joanne	Lapinske	611 West St	Wausau, WI 54401	Unaffiliated

Bonnie	Lemke	5115 North 32nd Ave	Wausau, WI 54401	Republican
Kim	Lentz Grau	503 Ruder St	Wausau, WI 54403	Unaffiliated
Ellen	Levickis	1529 Cherry Street	Wausau, WI 54401	Republican
Christine	Little	3312 North 11th St	Wausau, WI 54403	Democrat
Marilyn	Lissack	1231 Sunset Dr	Wausau, WI 54401	Unaffiliated
Carol	Lucus	2009 Zimmerman Rd	Wausau, WI 54403	Republican
Carol	Machek	1015 Weston Ave	Wausau, WI 54403	Unaffiliated
Julie	Manning	1215 S 4th Ave	Wausau, WI 54401	Republican
Jeff	Martin	144 Kent St	Wausau, WI 54403	Unaffiliated
Dorothy	Matthews	500 Grand Ave, Apt 307	Wausau, WI 54403	Democrat
Steve	Matuszak	910 Meadow Rd, Apt 3	Wausau, WI 54403	Democrat
Catherine	Mcgrath	910 Meadow Rd, #3	Wausau, WI 54403	Unaffiliated
Nancy	Meyer-Emerick	400 River Dr Apt 244	Wausau, WI 54403	Democrat
Joseph	Moore	320 N 7th Ave	Wausau, WI 54401	Democrat
John	Morache	2102 Eagle Valley Ln	Wausau, WI 54403	Republican
Stacey	Morache	2102 Eagle Valley Ln	Wausau, WI 54403	Republican
George	Mosher	710 N 32nd Ave	Wausau, WI 54401	Unaffiliated
Duane	Mueller	2629 Bay Shore Drive	Wausau, WI 54401	Republican
Jan	Mueller	2629 Bay Shore Drive	Wausau, WI 54401	Republican
Jenny	Niemeyer	678 W Cassidy Dr	Wausau, WI 54401	Republican
Patricia	Nikolay	106 S 36th Ave	Wausau, WI 54401	Unaffiliated
David	Nutting	534 S 1st Ave	Wausau, WI 54401	Unaffiliated
Amanda	O'Driscoll	505 S 52nd Ave	Wausau, WI 54401	Unaffiliated
Barbara	Oelke	631 Henrietta St	Wausau, WI 54403	Unaffiliated
William	Olafsson	2213 Ridge View Dr	Wausau, WI 54401	Republican
William	Oldenberg	3316 Springdale Ave	Wausau, WI 54401	Unaffiliated
Josephine	Ollhoff	5105 W Wausau Ave	Wausau, WI 54401	Republican
Sharon	Olson	1530 N 2nd Ave	Wausau, WI 54401	Unaffiliated
Scott	Orlikowski	1525 Pearson St	Wausau, WI 54401	Unaffiliated
Rita	Pachal	1310 Maple Hill Rd	Wausau, WI 54403	Democrat
Joan	Pagel	104 E Bos Creek Dr	Wausau, WI 54401	Unaffiliated
Tanya	Pagel	4606 Stettin Dr	Wausau, WI 54401	Unaffiliated
Lisa	Parsch	407 Grant St	Wausau, WI 54403	Unaffiliated
Helen	Pattison	403 Briarwood Avenue	Wausau, WI 54401	Republican
Tom	Pattison	403 Briarwood Avenue	Wausau, WI 54401	Republican
Katherine	Perkins	1403 Steuben St	Wausau, WI 54403	Unaffiliated
Robert	Pfender	1320 N 2nd Ave	Wausau, WI 54401	Unaffiliated
Gail	Piotrowski	7015 Highland Dr, Apt 4	Wausau, WI 54401	Unaffiliated
Renette	Pizor	106 Windtree Dr	Wausau, WI 54401	Republican
Linda	Prehn	1209 Easthill Dr	Wausau, WI 54403	Republican
Linda	Price	150418 Kildeer Ln	Wausau, WI 54401	Republican
Kim	Rantanen	920 S 12th St	Wausau, WI 54401	Republican
Monty	Raskin	PO Box 382	Wausau, WI 54402	Unaffiliated
Owen	Reissmann	926 S 4th Ave	Wausau, WI 54401	Unaffiliated
Steve	Rhyner	801 N 13th St	Wausau, WI 54401	Unaffiliated
Suzanne	Richetto	4775 W Wausau Ave	Wausau, WI 54401	Republican
Tanya	Riehl	22388 Orchid Ln	Wausau, WI 54401	Republican

Bonnie	Roeder Smith	3929 Henry St	Wausau, WI 54403	Republican
Donna	Roehl	225710 Buckwood Ln	Wausau, WI 54401	Republican
Ronald	Roloff	1401 Brown St	Wausau, WI 54401	Republican
April	Rosemurgy	911 N 10th St	Wausau, WI 54401	Republican
Clint	Ruesch	2103 Meadow Brook Way	Wausau, WI 54403	Republican
Teresa	Ruhl	3508 Polzer Dr	Wausau, WI 54401	Republican
Sara	Ryan	4810 W Wausau Ave	Wausau, WI 54401	Republican
David	Schmirler	711 Bugbee Ave	Wausau, WI 54401	Republican
Suzanne	Schroeder	207 Windtree Dr	Wausau, WI 54401	Unaffiliated
DeAnn	Schubring	516 Franklin St	Wausau, WI 54403	Unaffiliated
Gregory	Schubring	1924 Fairmount St	Wausau, WI 54403	Democrat
Kurt	Schubring	516 Franklin St	Wausau, WI 54403	Unaffiliated
Jim	Schulz	1629 Plato St	Wausau, WI 54403	Unaffiliated
Margaret	Schulz	1629 Plato St	Wausau, WI 54403	Unaffiliated
Nancy	Schulz	1202 Kickbusch St	Wausau, WI 54403	Democrat
Dennis	Shidell	4111 Steewart Ave	Wausau, WI 54401	Republican
Kathleen	Simmons	926 S 21st St	Wausau, WI 54401	Republican
Steve	Simmons	926 S 21st St	Wausau, WI 54401	Republican
Mary	Terry	817 S 8th Ave	Wausau, WI 54401	Republican
Julie	Thiel	7000 Antler Circle	Wausau, WI 54401	Republican
Colleen	Thomasgard	3404 N 13thSt	Wausau, WI 54403	Unaffiliated
Cathy	Toldness	1225 Ankor St	Wausau, WI 54401	Republican
Linda	Tryczak	807 S 9th Ave	Wausau, WI 54401	Unaffiliated
Dennis	Urbanek	1505 Pine View Ln	Wausau, WI 54403	Republican
Judith	Urbanek	1505 Pine View Ln	Wausau, WI 54403	Republican
Heather	Van Dalfsen	1101 Greenhill Dr	Wausau, WI 54401	Unaffiliated
Nancy	VanSleet	1218 Prospect Ave	Wausau, WI 54403	Republican
Donna	Varney	413 N 10th Ave	Wausau, WI 54401	Unaffiliated
Louis	Voight Smith	3929 Henry St	Wausau, WI 54403	Republican
Sandra	Wadzinski	1207 S 11th Ave	Wausau, WI 54401	Unaffiliated
Robbin	Wallace	1309 W Wausau Ave	Wausau, WI 54401	Republican
Lois	Watford	317 N 7th Ave	Wausau, WI 54401	Unaffiliated
William	Watford	317 N 7th Ave	Wausau, WI 54401	Unaffiliated
Becky	Wendland	914 S 12th Ave	Wausau, WI 54401	Unaffiliated
Ryan	Westein	1924 Fairmount St	Wausau, WI 54403	Democrat
Danielle	Widdes	3400 Christian Ave	Wausau, WI 54401	Democrat
Dawn	Wood	1214 Callon St	Wausau, WI 54401	Unaffiliated
Susan	Woods	1329 Sumner St	Wausau, WI 54403	Unaffiliated
Rachel	Zenter	806 S 17th St	Wausau, WI 54403	Unaffiliated
Elizabeth	Zerneke	518 S 1st Ave	Wausau, WI 54401	Unaffiliated
Ilizah	Zuelsdorff	111 Sturgeon Eddy Rd, Apt 3	Wausau, WI 54403	Unaffiliated

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.

Committee Action:      Approved 4-0

Fiscal Impact:         \$601,430

File Number:           03-0306

Date Introduced:       December 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: These receivable are already offset by an allowance for uncollectible account</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS** the City of Wausau has outstanding customer invoices for the years 1996 through 2011 that are considered uncollectible and are fully offset by an allowance for uncollectible accounts totaling \$601,403 and

**WHEREAS**, details of the outstanding amounts is noted below:

Type	Year	
Ambulance Billing	1996	303
Finance Charges	1997	638
Inspection Services	1998	47
Sewer Treatment	1999	216
Hydrant Damage	2000	38,093
Weeds and Snow Remov.	2001	26,186
Sign Damage	2002	27,719
Other	2003	45,454
	2004	64,895
	2005	68,854
	2006	100,529
	2007	132,943
	2008	86,081
	2009	1,960
	2010	3,321
	2011	4,191
<b>Total</b>		<b>601,430</b>

**BE IT RESOLVED**, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the uncollectible receivables in order to provide accurate financial reporting.

Approved:

---

Katie Rosenberg, Mayor



## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

### **Discussion and possible action regarding Authorizing the write-off of certain uncollectible delinquent accounts from the City's accounting records for the years 1996 to 2011.**

Motion by Diny, seconded by Martens, to approve. Motion carried 4-0.

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).

Committee Action: Approved 4-0

Fiscal Impact: The fiscal impact will depend on the amount of activity such as inspections permits

**File Number:** 23-1109

**Date Introduced:** December 12, 2023

**RESOLUTION**

**WHEREAS**, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

**WHEREAS**, the Finance Committee has reviewed proposed changes to the schedule for the 2024 budget as set forth in the attached Exhibit and incorporate these as part of the City of Wausau Fees and Licenses Schedule.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

---

Katie Rosenberg, Mayor

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
<b>DEPARTMENT: AIRPORT</b>			
T-hangars 1-10		\$88.97	\$88.97
T-hangars 12-15 & 17-19		\$118.60	\$118.60
T-hangar 11, 16, 20		\$133.44	\$133.44
T-hangars 21 & 30		\$148.26	\$148.26
T-hangars 22-24 & 27-29		\$129.75	\$129.75
T-hangars 25 & 26		\$177.91	\$177.91
T-hangars 31 & 40		\$155.57	\$155.57
T-hangars 32-34 & 37-39		\$137.73	\$137.73
T-hangars 35 & 36		\$188.79	\$188.79
<b>DEPARTMENT: ASSESSMENT</b>			
Open Records Request per page Black and White	Attorney General Opinion	\$0.035	\$0.035
Open Records Request per page - Color	Attorney General Opinion	\$0.0039	\$0.0039
Copies of Property Record Cards		\$1.00	\$1.00
<b>DEPARTMENT: ATTORNEYS</b>			
DVD copies of traffic stops		\$5.00	\$5.00
<b>DEPARTMENT: COMMUNITY DEVELOPMENT</b>			
TID Application		\$1,000.00	\$1,000.00
Development Agreement Amendment		\$500.00	\$500.00
<b>DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS</b>			
<b>SPECIAL ASSESSMENTS</b>			
Street Improvement Projects		\$55.00	\$55.00
Drive Approach		Actual cost	Actual cost
Sewer		Actual cost	Actual cost
Water		Actual cost	Actual cost
New Sidewalk		50% of Actual Cost	50% of Actual Cost
<b>PERMIT</b>			
Drive Approach		\$30.00	\$30.00
Street Privilege Permits		\$75.00	\$75.00
<b>STORMWATER PERMITS</b>			
Permit applications with only construction site erosion control			
Less than 1 acre (per site)		\$40.00	\$40.00
Greater than 1 acre (per site)		\$40.00 + \$25 for each additional acre	\$40.00 + \$25 for each additional acre
Permit applications with a post-construction stormwater management plan			
Residential Subdivision Plats (per lot)		\$25.00	\$25.00
All other site (per site)		\$25.00 per lot	\$150 per site + \$25 per acre > 1 acre
Note: No fees shall exceed \$500		\$150 per site + \$25 per acre > 1 acre	
<b>PARKING</b>			
McClellan Ramp 1 - 530 N 2nd Street			

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Parking 7 days per week; 24 hours per day		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
JeffersonRamp 2 - 425 N 1st Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly Levels 3-6 = \$38 Annual \$418	Permit: Monthly Levels 3-6 = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		Permit Level 5: Monthly = \$15 Annual \$165	Permit Level 5: Monthly = \$15 Annual \$165
Overnight Parking Allowed		Permit Level 6: Monthly = \$5 Annual \$55	Permit Level 6: Monthly = \$5 Annual \$55
		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
Ramp 3-Penneys Ramps 101 Washington Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate	0-2 Hours = No charge with Plate
Overnight Parking Allowed		Registration	Registration
		Additional hours = \$1.00	Additional hours = \$1.00
Ramp 4-Sears 400 Forest Street			
Parking 7 days per week; 24 hours per day		Permit: Monthly=\$28, Annual \$308	Permit: Monthly=\$28, Annual \$308
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate	0-2 Hours = No charge with Plate
Overnight Parking Allowed		Registration	Registration
		Additional hours = \$1.00	Additional hours = \$1.00
3rd & Grant Street Lot 5			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
4th & Washington/3rd & McClellan Street - Lot 6			
Parking 7 days per week; 6AM - 2:30AM		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
Lower Library Lot 7			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
River Drive - Lot 8			

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Parking 7 days per week; 24 hours per day		Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks	Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks
Hours of Operation 8AM-6PM Monday - Friday		Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles	Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles
Overnight Parking Allowed			
Jefferson Street - Lot 9			
Parking 7 days per week; 24 hours per day		Permit : Monthly = \$25 Annual \$275	Permit : Monthly = \$25 Annual \$275
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Overnight Parking Allowed		Additional hours = \$1.00	Additional hours = \$1.00
McClellan Street - Lot 10			
Parking 7 days per week; 24 hours per day		Monthly permit = \$18	Monthly permit = \$18
Permit Parking Only - 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
3rd & McClellan Street - Lot 13			
Parking 7 days per week; 6AM - 2:30AM		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
1st and Grant Street - Lot 14			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Permit Parking Only - 8AM-6PM Monday - Friday			
Jefferson Street Inn/Federal Bldg. Lot 17			
Parking 7 days per week; 24 hours per day		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday		Additional hours = \$1.00	Additional hours = \$1.00
Overnight Parking Allowed			
First Wausau Tower - Lot 15			
Parking 7 days per week; 24 hours per day		Free evenings & weekends	Free evenings & weekends
Permit Parking Only - 8AM-6PM Monday - Friday			
Overnight Parking Allowed			
Penneys Forest Street Lot- Lot 18			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday			
Scott Street Lot 20			
Parking 7 days per week; 6AM - 2:30AM		Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
All Day Value Pass - 15 Uses good for parking in Sears, Penneys and Jefferson Ramps and Lots 5,7,9,20		\$35.00	\$35.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Contractor Downtown Street Parking Permit		\$10.00 Daily Rate	\$10.00 Daily Rate
GIS MAP FEES			
Color Official City Map (36"x56")		\$11.40	\$11.40
Color Annexation Map (36"x56")		\$11.40	\$11.40
Color Zoning Map (36"x56")		\$11.40	\$11.40
Color Aldermanic District Map (36"x56")		\$11.40	\$11.40
Black and White Official City Map (36"x56")		\$7.20	\$7.20
MISCELLANEOUS FEES & PERMITS			
Block Party Permit		\$31.50	\$31.50
Weed Trimming (Private Residence) Minimum Charge		Actual Contracted Services Costs plus \$40 Administrative Fee	Actual Contracted Services Costs plus \$40 Administrative Fee
Snow Removal (Private Residence) Minimum Charge		Actual Contracted Services Costs plus \$40 Administrative Fee	Actual Contracted Services Costs plus \$40 Administrative Fee
Snow Removal (Downtown) per foot		Actual Costs	Actual Costs
Yard Waste Permit for Contractors		\$250.00	\$250.00
<b>DEPARTMENT: FINANCE</b>			
NSF Check Return Charge		\$45.00	\$45.00
Photo Copies per page - color		\$0.04	\$0.04
Photo Copies per page - black and white		\$0.0039	\$0.0039
Open Records Request - CD		\$15.00	\$15.00
Tax Exempt Biennial Report Fee		\$50.00	\$50.00
Special Assessment Exam Fee		\$75.00	\$75.00
Special Assessment Exam Fee - Rush Order		\$82.00	\$82.00
Amended Applications		\$10.50	\$10.50
PET/ANIMAL FEES	8.08		
Spayed/Neutered Dog or Cat		\$20.00	\$20.00
Microchip Discount		-\$8.00	-\$8.00
Not Spayed/Neutered Dog or Cat		\$62.00	\$62.00
Dangerous Animal License		\$200.00	\$200.00
Dangerous Animal License Issued after July 1		\$100.00	\$100.00
Annual Pet License Late Fee		\$5.00	\$5.00
Pet Fancier Permit		\$35.00	\$35.00
Commercial Kennel License		\$100.00	\$100.00
Chicken Permit Fee	8.08.012	\$35.00	\$35.00
Honey Bee Permit		\$20.00	\$20.00
Honey Bee Permit -Late Fee		Double the permit fee	Double the permit fee

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	\$25.00	\$25.00
<b>ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES</b>			
Class A Beer Retailer		\$350.00	\$350.00
Class A Liquor Retailer	125.51(2)(d)	\$500.00	\$500.00
Class A Beer & Liquor Retailer		\$850.00	\$850.00
Class B Beer Retailer	125.26(3)	\$100.00	\$100.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	\$600.00	\$600.00
Class B Beer & Class C Wine		\$200.00	\$200.00
Class B Beer - Picnic	125.26(6)	\$10.00	\$10.00
Class C Wine	125.51(3m)(e )	\$100.00	\$100.00
Provisional Retail License	125.17(5)(c )	\$15.00	\$15.00
Reserve Class B Liquor Retailer License	125.51(3)(e )2	\$10,000.00	\$10,000.00
Tavern Entertainment License		\$250.00	\$250.00
Liquor Establishment Publication Fee - Group		\$30.00	\$30.00
Liquor Establishment Publication Fee - Single		\$65.00	\$65.00
Change of Agent/Officer Processing	125.06(2)(e)	\$10.00	\$10.00
Alcohol Premise Transfer	(moving buildings)	\$10.00	\$10.00
Alcohol Premise Amendment		\$150.00	\$150.00
Cigarette Sales	134.65(2)(a)	\$100.00	\$100.00
Alcoholic Beverage/Cigarette Application Late Filing Fee		\$50.00	\$50.00
<b>Bartender Fees</b>			
1 Year Operator - New Applicant		\$70.00	\$70.00
1 Year Operator - Restricted		\$70.00	\$70.00
2 Year Operator - Renewal		\$110.00	\$110.00
2 Year Operator - Restricted		\$110.00	\$110.00
2 Year Operator - Lapsed (Within 2 licensing periods)		\$125.00	\$125.00
Operator License Duplicate		\$5.00	\$5.00
Temporary Operator -Event Bartender		\$10.00	\$10.00
<b>TRANSIENT MERCHANT LICENSES</b>			
Direct Seller - Cash/Surety Bond		\$0.00	\$0.00
Direct Seller Business Registration License 30 Days		\$50.00	\$50.00
Direct Seller Business Registration License 60 Days		\$100.00	\$100.00
Direct Seller Business Registration License 90 Days		\$150.00	\$150.00
Direct Seller Business Registration License 120 Days		\$200.00	\$200.00
Direct Seller- Employee Registration License 30 Days		\$25.00	\$25.00
Direct Seller - Employee Registration License 60 Days		\$50.00	\$50.00
Direct Seller - Employee Registration License 90 Days		\$75.00	\$75.00
Direct Seller - Employee Registration License 120 Days		\$100.00	\$100.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
<b>SECOND HAND DEALERS</b>			
Second Hand Dealer - Article		\$225.00	\$225.00
Second Hand Dealer - Jewelry		\$225.00	\$225.00
Second Hand Dealer Mall/Flea Market License/Yr.		\$180.00	\$180.00
Second Hand Dealer Mall/Flea Market License/Day		\$55.00	\$55.00
Pawn Brokers License		\$225.00	\$225.00
Special Event Second Hand Dealer (mall or flea market)		\$55.00	\$55.00
Flea Market License		\$180.00	\$180.00
<b>PUBLIC TRANSPORTATION</b>			
Taxicab/Limo Transportation Companies		\$200.00	\$200.00
Taxicab/Limo Operator License - New & Renewal		\$50.00	\$50.00
Taxicab/Limo Operator License - Duplicate ID		\$10.00	\$10.00
Commerical Quadricycle Business License Fee		\$200.00	\$200.00
Commerical Quadricycle Driver's License Fee		\$50.00	\$50.00
<b>ESCORT AND ESCORT SERVICES</b>			
Escort License Application Fee	5.19	\$500.00	\$500.00
Escort License Late Fee		\$1,000.00	\$1,000.00
Escort License Registration Fee for Operators, Employees and Independent Contractors		\$500.00	\$500.00
<b>STREET VENDING</b>			
Annual License		\$100.00	\$100.00
Semi Annual License		\$75.00	\$75.00
Special Youth Vending License	5.62.045	\$15.00	\$15.00
<b>MOBILE HOME LICENSE</b>			
Mobile Home - per month	5.68.020/ 66.0435	\$10.00	\$10.00
Mobile Home Park (for each fifty spaces or fraction thereof within each mobile home park)	5.68.020/ 66.0435	\$100.00	\$100.00
<b>PUBLIC AMUSEMENTS</b>			
Public exhibitions (per performance)		\$45.00	\$45.00
Public exhibitions (per year)		\$200.00	\$200.00
Entertainment facility		\$475.00	\$475.00
Entertainment facility operator		\$45.00	\$45.00
Temporary entertainment facility		\$50.00	\$50.00
Amusement device distributor		\$250.00	\$250.00
Amusement devices (per unit)		\$40.00	\$40.00
Coin-operated music machines (per unit)		\$40.00	\$40.00
Public dance hall		\$35.00	\$35.00



CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Teen dance hall		\$50.00	\$50.00
Private teen club		\$50.00	\$50.00
Theater		\$185.00	\$185.00
Adult-Oriented Establishments		\$600.00	\$600.00
Amended Application		\$250.00	\$250.00
Late Fee		\$100.00	\$100.00
<b>SIDEWALK CAFÉ</b>			
Initial permit application per location without alcohol expansion		\$45.00	\$45.00
Initial permit application per location with alcohol expansion		\$80.00	\$80.00
Renewal per location without alcohol expansion		\$20.00	\$20.00
Renewal per location with alcohol expansion		\$40.00	\$40.00
<b>SPECIAL EVENTS</b>			
Category 1		\$200.00	\$200.00
Category 2		\$60.00	\$60.00
Multiple Day Event		125% of event rate	125% of event rate
Serial Day Event Rate		200% of the event rate	200% of the event rate
Late Filing Fee			
Category 1		\$200.00	\$200.00
Category 1		\$100.00	\$100.00
<b>MISCELLANEOUS LICENSES AND PERMITS</b>			
Christmas Tree Sales License		\$25.00	\$25.00
Sidewalk Layers License		\$600.00	\$600.00
Horse-Drawn Carriage License		\$25.00	\$25.00
Bituminous Concrete License		\$60.00	\$60.00
Cement Contractors License		\$90.00	\$90.00
Electrical Contractors License		\$150.00	\$150.00
Garbage Haulers License		\$125.00	\$125.00
Newsrack Permit	5.61.050	\$40.00	\$40.00
Newsrack Inspection Fee	5.61.050	\$10.00	\$10.00
Hotel/Motel Permit	3.25.050	\$10.00	\$10.00
Hotel/Motel Permit Reinstatement Fee	3.25.050	\$10.00	\$10.00
<b>DEPARTMENT: FIRE</b>			
Variance w/no position statement		\$35.00	\$35.00
Variance w/position statement/no site visit		\$75.00	\$75.00
Variance w/o position statement/with a site visit		\$125.00	\$125.00
Fireworks/Pyrotechnics Permits		\$100.00	\$100.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Fireworks/Pyrotechnics Standbys		\$300.00	\$300.00
Tent Permit		\$30.00	\$30.00
Controlled Burning Permit		\$250.00	\$250.00
Wood Fired Apparatus inspections		\$20.00	\$20.00
Recreational Burning Permit (5 years)		\$30.00	\$30.00
False Alarms: First Two False Alarm Calls		No Fee	No Fee
False Alarms: Third and Fourth False Alarms		\$60.00	\$60.00
False Alarms: Fifth thru Eighth False Alarms		\$400.00	\$400.00
False Alarms: Ninth and Subsequent Alarms		\$800.00	\$800.00
General Request Standby Fees (Dedicated)		\$500.00	\$500.00
General Request Standby Fees (On-Duty)		\$100.00	\$100.00
Professional Sports Standby (Dedicated)		\$500.00	\$500.00
Professional Sports Standby (On-Duty)		\$100.00	\$100.00
School Event Standbys (On-Duty)		\$50.00	\$50.00
School Event Standbys (Dedicated)		\$500.00	\$500.00
Church Sponsored Event Inspections		\$25.00	\$25.00
Church Sponsored Event Standbys (Dedicated)		\$500.00	\$500.00
Church Sponsored Event Standbys (On-Duty)		\$100.00	\$100.00
City Sponsored Events Standbys (Dedicated)		\$500.00	\$500.00
City Sponsored Events Standbys (On-Duty)		\$50.00	\$50.00
Private Events Standbys (Dedicated)		\$500.00	\$500.00
Private Events Standbys (On-Duty)		\$75.00	\$75.00
Large Special Events Standbys (Dedicated)		\$500.00	\$500.00
Large Special Events Standbys (On-Duty)		\$300.00	\$300.00
Confined Space Entry Standbys (Dedicated)		\$500.00	\$500.00
Confined Space Entry Standbys (On-Duty)		\$50.00	\$50.00
Other City Department Standbys (Dedicated)		\$500.00	\$500.00
Ambulance Standby		\$106.00	\$500.00
Engine Standby		\$150.00	\$150.00
Tank Removal Permit Fee		\$100.00	\$100.00
Tank Removal/Installation Fee			
Training classes		\$50.00	\$50.00
Transport to Health Care Facility		\$100.00	\$100.00
Transport Surcharge for Bariatric Patients		\$50.00	\$50.00
Inspection Fees			
Initial Inspection Fee		\$0.00	\$0.00
1 <sup>st</sup> Re-inspection		\$0.00	\$0.00
2 <sup>nd</sup> Re-inspection		\$30.00	\$30.00
3 <sup>rd</sup> Re-inspection		\$60.00	\$60.00
4 <sup>th</sup> Re-inspection		\$90.00	\$90.00
5 <sup>th</sup> Re-inspection		\$120.00	\$120.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
6 <sup>th</sup> Re-inspection		\$150.00	\$150.00
Additional Re-inspections		\$150.00	\$150.00
<b>EMS</b>			
BLS Resident		\$1,300.00	\$1,400.00
BLS - Non Resident		\$1,300.00	\$1,400.00
ALS1 - Resident		\$1,450.00	\$1,550.00
ALS1 - Nonresident		\$1,450.00	\$1,550.00
ALS2 - Resident		\$1,800.00	\$1,900.00
ALS2 - Nonresident		\$1,800.00	\$1,900.00
SCT Resident		\$1,800.00	\$2,000.00
SCT Nonresident		\$1,800.00	\$2,000.00
Mileage - Resident		\$23.00	\$24.00
Mileage - Nonresident		\$23.00	\$24.00
BLS - On Scene Care -Resident		\$500.00	\$600.00
BLS - On Scene Care - Nonresident		\$500.00	\$600.00
ALS - On Scene Care		\$1,100.00	\$1,200.00
ALS On Scene Care - Nonresident		\$1,100.00	\$1,200.00
Lift Assist			
First two		\$0.00	\$0.00
Each additional assist over two		\$275.00	\$300.00
Paramedic Hourling Rate			\$80.00
<b>DEPARTMENT: PARKS/RECREATION/FORESTRY</b>			
Boat Launch - Annual Sticker		\$30.00	\$30.00
Boat Launch - Business Sticker		\$50.00	\$50.00
Boat Launch - Daily Pass		\$6.00	\$6.00
Boat Launch - Replacement Sticker		\$10.00	\$10.00
Violation Notice		\$50.00	\$50.00
Recreation and swim program participants are charged fees to cover a portion of the costs associated with the program. Youth programs are subsidized at a rate of 50%, while contracted recreation services, adult recreation and special events are set up to recover 100% of their expense including a 15% mark up for administrative costs associated with the program. Non-residents pay increased fees to participate in programs funded by resident tax payers. Concessions are set up to recover costs with a markup of 200% to 600% depending upon the item.			
Private Rentals - \$450 minimum (\$750-2 tows) or \$8.50 per youth (min 42" tall to 13 yrs.) and \$11.50 per adult whichever is greater. Hours of operation for Private Rentals - Tues., 6pm-9pm, Wed. or Thurs.-11:30am-2pm or 6-9pm, Fri.-11:30am-2pm, Sun.-6pm-9pm			
Tubing - Daily - Youth - Public		\$8.00	\$8.00
Tubing - Daily - Youth Punch Card		\$72.00	\$72.00
Tubing - Daily - Adult - Public		\$11.00	\$11.00
Tubing - Daily - Adult Punch Card		\$99.00	\$99.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Swim Season Pass - Season passes will be discounted if purchased prior to April 1			
Swim - Season Pass - Resident - Youth		\$35.00	\$35.00
Swim - Season Pass - Resident - Adult		\$50.00	\$50.00
Swim - Season Pass - Resident - Family (1st two members)		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Season Pass - NonResident - Youth		\$45.00	\$45.00
Swim - Season Pass - NonResident - Adult		\$65.00	\$65.00
Swim - Season Pass - NonResident - Family		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price, additional Youth 30% off
Swim - Agency Pass		\$35.00	\$35.00
Swim - Agency Pass Youth per visit Kaiser, Memorial & Schulenburg each person		\$2.00	\$2.00
Swim - Agency Pass Adult per visit Kaiser, Memorial & Schulenburg each person			\$3.00
Fee to Replace Lost Pass (1st One is FREE)		\$2.00	\$2.00
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg		\$4.00	\$4.00
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg		\$5.00	\$5.00
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg		\$2.00	\$2.00
Swim-Daily Admittance (after 6pm)-Youth(1-17)-6p-7:50p Kaiser, Memorial, Schulenburg		\$2.00	\$2.00
Swim-Daily Admittance-(after 6pm)Adult(18-59)-6p-7:50p Kaiser, Memorial, Schulenburg		\$3.00	\$3.00
Swim-Daily Admittance-(after 6pm)Senior(60+)-6p-7:50p Kaiser, Memorial, Schulenburg		\$1.00	\$1.00
Swim - Daily Admittance - Infants <1 - 1p-7:50p All pools		Free	Free
Swimming Pool Rental no Waterslides		\$375.00	\$375.00
Swimming Pool Rental with Waterslides		\$425.00	\$425.00
Parks - Non-Exclusive Use - NonCommrc/day		\$161.00	\$161.00
Parks - Non-Exclusive Use - Commercial/day		\$330.00	\$330.00
Parks - Non-Exclusive Use - NonCommrc 1/2 day		\$107.00	\$107.00
Parks - Non-Exclusive Use - Commercial 1/2 day		\$220.00	\$220.00
Parks - Oak Island Shelter - NonCommrc/day		\$171.00	\$176.00
Parks - Oak Island Shelter - Commercial/day		\$356.00	\$367.00
Parks - PleasantView Shelter - NonComm/day		\$114.00	\$117.00
Parks - PleasantView Shelter-Commercial/day		\$231.00	\$238.00
Parks - Riverside Shelter-NonComm-1-200/day		\$254.00	\$262.00
Parks - Riverside Shelter - Comm - 1-200 /day		\$525.00	\$541.00
Parks - Riverside Shelter - NonComm - 201-300		\$422.00	\$435.00
Parks - Riverside Shelter - Comm - 201-300/day		\$876.00	\$902.00
Parks - Riverside Shelter - NonComm - 301-400		\$597.00	\$615.00
Parks - Riverside Shelter - Comm - 301-400/day		\$1,233.00	\$1,270.00
Parks - Riverside Shelter - Meeting		\$57.00	\$59.00
Parks - Sylvan Hill Chalet - Non-Commercl/day		\$254.00	\$262.00
Parks - Sylvan Hill Chalet - Commercial/day		\$525.00	\$541.00
Parks - Sylvan Hill Chalet - Meeting 1-50/hr		\$45.00	\$47.00
Parks - Sylvan Hill Chalet - Meeting 50+/hr		\$57.00	\$59.00
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour		\$59.00	\$59.00
Athletic Park Baseball w/o admission / game		\$195.00	\$195.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Athletic Park Baseball with admission/game plus 10% of gross admission		\$195.00	\$195.00
Athletic Park Field Lights / hour		\$27.00	\$27.00
Athletic Park - Non-Baseball Activities		Negotiable	Negotiable
Ball Diamonds - Organized Adult or Comm Use or High School		\$34.00	\$34.00
Ball Diamonds - Organized Youth Use		\$28.00	\$28.00
Sports Fields - Organized Adult or Comm Use or High School		\$32.00	\$32.00
Sports Fields - Organized Youth or Comm Use or High School		\$22.00	\$22.00
Sports Fields - Organized Youth Use Weekly Rate		\$125/field/week	\$125/field/week
Additional time		\$12/hour	\$12/hour
Pickleball/Tennis Courts - Public Use		Free	Free
Pickleball/Tennis Courts - Reserved Use - Non Comm		Free	Free
Pickleball/Tennis Courts - Commercial or Private Use /court/hr		\$12.00	\$12.00
School Cross Country Running Races		\$420	\$420
Event/Races - under 100 participants		\$5.25/Participant	\$5.25/Participant
Event/Races - 100+ participants		Negotiable	Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties		\$12.00/roll	\$12.00/roll
Event Fees - Portable Stage		\$200.00/each	\$200.00/each
Event Fees - Portable Stage Canopy		\$100.00/each	\$100.00/each
Event Fees - Barricades		\$7.00/each	\$7.00/each
Event Fees - Picnic Tables		\$20.00/each	\$20.00/each
Event Fees - Manual Post Pounder		\$35.00	\$35.00
Event Fees - Water Stand Pipes		\$50.00/each	\$50.00/each
Event Fees - Backflow Preventers		\$12.00/each	\$12.00/each
Event Fees - Bleacher Planks		\$7.00/each	\$7.00/each
Event Fees - Portable Electrical Panels (Spider Box)		\$165/panel/event	\$165/panel/event
Event Fees - Staff - Week Day		\$45.00/hr/person	\$45.00/hr/person
Event Fees - Staff - Weekend and Evenings		\$70.00/hr/person	\$70.00/hr/person
Concession/Merchandise Sales		10% gross excluding taxes	10% gross excluding taxes
Key Security Deposit		\$50.00	\$50.00
Facility Rental Deposit - Alcohol/Amplified Music		\$200.00	\$200.00
Tent, Temporary Structure, Etc Deposit		\$200.00	\$200.00
Staff Time for Cleaning/repairs/etc.		\$40/hour	\$40/hour
Key Replacement Fee		\$50.00	\$50.00
Fire/Police Department Fees		\$125 + Labor & Materials	\$125 + Labor & Materials
Misc		Negotiable	Negotiable
Payment in Lieu of Tree Replacement		\$400.00	\$400.00
Memorial Tree			\$500.00
Memorial Bench		\$1,700.00	\$1,700.00
400 Block Rental Fees***			
Private Event Sponsored by a Private Group:			
Less than four hours per day		\$210.00	\$350.00

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
Greater than four hours per day		\$420.00	\$700.00
Admission Event:			
Less than four hours per day		\$210.00	\$400.00
Greater than four hours per day		\$420.00	\$800.00
Free Event Open to the Public			
Less than four hours per day		\$79.00	\$81.00
Greater than four hours per day		\$158.00	\$163.00
Sound and Lighting System Daily Rental		\$165.00	\$165.00
Rental fee includes daily setup and take down by City staff. Events requiring more than two hours of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 2 hours of staff time.			
Electrical System - Stage and Planter Pedestals		\$35.00	\$35.00
Includes 8 planter receptacles and 2 stage receptacles. Each has 1-50 amp plug in and 2-20 amp circuits.			
Portable Electrical Panels (Spider Box)		\$165.00	\$165.00
Each panel includes 6-20 amp and 1-30 amp 240v Circuits and set up and removal by City staff			
Deposit - Sound, Light and Electrical Panels - payable to City atleast 3 days prior to the event		\$550.00	\$550.00
Equipment Rental			
Deposit - (Water Tank, trailer & Water stand pipes)		\$75/unit	\$75/unit
Snow Fence 50' Roll including stakes and ties**		\$12/roll	\$12/roll
Portable Stage**		\$200/each	\$200/each
Portable Stage Canopy**		\$100each	\$100each
Barricades**		\$7/each	\$7/each
Picnic Tables**		\$20/each	\$20/each
Manual Post Pounder		\$35.00	\$35.00
Backflow Preventers		\$12/each	\$12/each
Portable Bleachers		\$130/each	\$130/each
Bleacher Planks		\$7/each	\$7/each
** Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items			
Labor:			
Operations and Maintenance Staff Week day		\$45/hr/person	\$45/hr/person
Weekend and Evenings		\$70/hr/person	\$70/hr/person
Electrical Staff - Week day		\$55/hr/person	\$55/hr/person
Weekend and Evenings		\$70/hr/person	\$70/hr/person

CITY OF WAUSAU			
2024			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2023 Rate	2024 Rate
*** Cancellation of Reservations - You may be entitled to a partial refund of your reservation fee if you notify the City in writing of your cancellation at least 2 weeks prior to the reserved date. The City will retain an administrative fee of the lesser of 25% or \$25 of the total fee paid. No refunds will be issued after the fact(i.e. the event did not take place) or for late cancellations within 2 weeks of the reserved date.			
Trees			
Payment in Lieu of Tree Replacement			
<b>DEPARTMENT: POLICE</b>			
Open Records			
Accident and incident reports black and white		\$0.0039	\$0.0039
Accident and incident reports color	Attorney General Opinion	\$0.0350	\$0.0350
Postage, use actual for large envelopes		Actual Cost	Actual Cost
In-house Records Checks		\$5.00	\$5.00
CD/DVD copies		\$5.00	\$5.00
Fingerprinting		\$30.00	\$30.00
False Alarms			
first 2 in rolling year		No charge	No charge
3-4 alarms in rolling year		\$60.00	\$60.00
5-8 alarms in rolling year		\$115.00	\$115.00
9 & subsequent in rolling year		\$225.00	\$225.00
Police Services per hour		\$72.00	\$80.00

# Building, Housing, and Zoning\*\* Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

ONE- & TWO-FAMILY:	2024 Fees
<b>PLAN REVIEW FEES</b> <ul style="list-style-type: none"> <li>▪ <b>New</b> 1- and 2-family dwellings</li>   <li>▪ <b>Additions</b> and <b>Alterations</b> to 1- and 2-family dwellings (not including garages)</li>   <li>• <b>New Accessory Buildings</b> or <b>Additions</b> thereto over 160 sq ft</li> </ul>	<p>\$0.03/sq ft<sup>1</sup> <i>or \$82.50 minimum</i></p> <p>\$0.03/sq ft<sup>1</sup> <i>or \$70.00 minimum</i></p> <p>\$0.03/sq ft<sup>1</sup> <i>\$35.00 minimum</i></p>
<b>INSPECTION FEES</b> <ul style="list-style-type: none"> <li>• <b>New</b> 1- and 2-family dwellings</li>   <li>• <b>New Accessory Buildings</b> for 1- and 2-family dwellings <ul style="list-style-type: none"> <li>○ 160 sq ft or less (flat fee)</li> <li>○ Over 160 sq ft (per square footage)</li> </ul> </li>   <li>• <b>Additions</b> to 1- and 2-family dwellings</li>   <li>• <b>Alterations</b> to 1- and 2-family dwellings</li>   <li>• <b>Siding, Soffits, Fascia, Roofing, Window Replacement,</b> and <b>Retaining Walls</b> over 4 ft tall</li>   <li>• <b>All Other Building, Structures, Alterations, Repairs where Square Footage CANNOT be Determined</b></li> </ul>	<p>\$0.11/sq ft<sup>1</sup> <i>or \$236.00 minimum</i></p> <p>\$50.00 \$0.11/sq ft<sup>1</sup> <i>or \$100.00 minimum</i></p> <p>\$0.11/sq ft<sup>1</sup> <i>or \$100.00 minimum</i></p> <p>\$0.11/sq ft<sup>1</sup> <i>or \$75.00 minimum</i></p> <p>\$55.00</p> <p>\$10.00/\$1,000.00 valuation <i>or \$55.00 minimum</i></p>
<b>HEATING, VENTILATING, AND AIR CONDITIONING FEES</b> <ul style="list-style-type: none"> <li>• <b>Heating:</b> Residential 1- and 2-family dwellings and accessory buildings (including duct work) <ul style="list-style-type: none"> <li>○ Up to including 150,000 BTU a unit</li> <li>○ Additional fee per unit that exceeds 50,000 BTUs or fraction thereafter</li> </ul> </li>   <li>• <b>Air Conditioning</b> (permanent installation)</li> </ul>	<p>\$51.50/unit +\$6.00/50,000 BTUs</p> <p>\$51.50/unit</p>
<b>CERTIFICATES OF OCCUPANCY FEES</b> <ul style="list-style-type: none"> <li>• <b>Per Residential Unit</b></li> </ul>	<p>\$25.00/unit</p>
<b>SPECIAL FEES</b> <ul style="list-style-type: none"> <li>• <b>Land Use Permit</b> (Zoning Certificate)</li>   <li>• <b>State of Wisconsin Seal</b> (when required)</li>   <li>• <b>Early Start:</b> Footings/Foundations</li>   <li>• <b>Razing</b> <ul style="list-style-type: none"> <li>○ 1- &amp; 2-Family dwellings</li> <li>○ Accessory buildings</li> </ul> </li>   <li>• <b>Same Day or Re-Inspection Fee</b></li> </ul>	<p>\$30.00</p> <p>\$42.00</p> <p>\$105.00</p> <p>\$75.00 \$71.50</p> <p>\$65.00</p>



# Building, Housing, and Zoning\*\* Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

<b>ONE- &amp; TWO-FAMILY: (Continued)</b>	<b>2024 Fees</b>
<b>SPECIAL FEES (CONTINUED)</b> <ul style="list-style-type: none"> <li>• <b>Administrative Fee</b> (application not completed/additional review required)</li> <li>• <b>Failure to Obtain Permit prior to Commencement of Work.</b> (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)</li> </ul>	10% of permit fee or \$30.00 minimum  Triple fees
<b>COMMERCIAL</b>	<b>2024 Fees</b>
<b>PLAN ENTRY FEE</b> A plan entry fee is charged with <b>each</b> submittal of plans <b>in addition to the plan review &amp; inspection fees.</b>	\$100.00
<b>PLAN REVIEW FEES</b> <ul style="list-style-type: none"> <li>• <b>Building Plans</b> <ul style="list-style-type: none"> <li>○ 2,500 – 5,000 sq ft</li> <li>○ 5,001 – 10,000 sq ft</li> <li>○ 10,001 – 20,000 sq ft</li> <li>○ 20,001 – 30,000 sq f</li> <li>○ 30,001 – 40,000 sq ft</li> <li>○ 40,001 – 50,000 sq ft</li> <li>○ 50,001 – 75,000 sq ft</li> <li>○ 75,001 – 100,000 sq ft</li> <li>○ 100,001 – 200,000 sq ft</li> <li>○ 200,001 – 300,000 sq ft</li> <li>○ 300,001 – 400,000 sq ft</li> <li>○ 400,001 – 500,000 sq ft</li> <li>○ 500,000 sq ft or more</li> </ul> </li> <li>• <b>HVAC Plans</b> <ul style="list-style-type: none"> <li>○ 2,500 – 5,000 sq ft</li> <li>○ 5,001 – 10,000 sq ft</li> <li>○ 10,001 – 20,000 sq ft</li> <li>○ 20,001 – 30,000 sq ft</li> <li>○ 30,001 – 40,000 sq ft</li> <li>○ 40,001 – 50,000 sq ft</li> <li>○ 50,001 – 75,000 sq ft</li> <li>○ 75,001 – 100,000 sq ft</li> <li>○ 100,001 – 200,000 sq ft</li> <li>○ 200,001 – 300,000 sq ft</li> <li>○ 300,001 – 400,000 sq ft</li> <li>○ 400,001 – 500,000 sq ft</li> <li>○ 500,000 sq ft or more</li> </ul> </li> <li>• <b>Fire Alarm System Plans</b> <ul style="list-style-type: none"> <li>○ 2,500 – 5,000 sq ft</li> <li>○ 5,001 – 10,000 sq ft</li> <li>○ 10,001 – 20,000 sq ft</li> <li>○ 20,001 – 30,000 sq ft</li> <li>○ 30,001 – 40,000 sq ft</li> <li>○ 40,001 – 50,000 sq ft</li> <li>○ 50,001 – 75,000 sq ft</li> <li>○ 75,001 – 100,000 sq ft</li> <li>○ 100,001 – 200,000 sq ft</li> <li>○ 200,001 – 300,000 sq ft</li> <li>○ 300,001 – 400,000 sq ft</li> <li>○ 400,001 – 500,000 sq ft</li> <li>○ 500,000 sq ft or more</li> </ul> </li> </ul>	\$250.00 minimum \$300.00 \$500.00 \$700.00 \$1,100.00 \$1,400.00 \$1,900.00 \$2,600.00 \$3,300.00 \$5,400.00 \$9,500.00 \$14,000.00 \$16,700.00 \$18,000.00  \$150.00 minimum \$200.00 \$300.00 \$400.00 \$500.00 \$800.00 \$1,100.00 \$1,400.00 \$2,000.00 \$2,600.00 \$6,100.00 \$8,800.00 \$10,800.00 \$12,100.00  \$30.00 minimum \$60.00 \$100.00 \$150.00 \$200.00 \$350.00 \$500.00 \$700.00 \$1,000.00 \$1,200.00 \$3,000.00 \$4,400.00 \$5,600.00 \$6,400.00

# Building, Housing, and Zoning\*\* Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

COMMERCIAL (Continued)	2024 Fees
<b>PLAN REVIEW (CONTINUED)</b>	
<ul style="list-style-type: none"> <li>• <b>Fire Suppression System Plans</b> <ul style="list-style-type: none"> <li>○ 2,500 – 5,000 sq ft</li> <li>○ 5,001 – 10,000 sq ft</li> <li>○ 10,001 – 20,000 sq ft</li> <li>○ 20,001 – 30,000 sq ft</li> <li>○ 30,001 – 40,000 sq ft</li> <li>○ 40,001 – 50,000 sq ft</li> <li>○ 50,001 – 75,000 sq ft</li> <li>○ 75,001 – 100,000 sq ft</li> <li>○ 100,001 – 200,000 sq ft</li> <li>○ 200,001 – 300,000 sq ft</li> <li>○ 300,001 – 400,000 sq ft</li> <li>○ 400,001 – 500,000 sq ft</li> <li>○ 500,000 sq ft or more</li> </ul> </li>   <li>• <b>Structural Plans</b> and <b>Other Component Submittals</b>, if submitted separately from the general building plans (e.g., structural plans, precast concrete, laminate wood, beams, cladding elements, and/or other façade features or other structural elements)           <ul style="list-style-type: none"> <li>○ Plan Review Fee, and</li> <li>○ Additional Plan Entry Fee</li> </ul> </li>   <li>• <b>Accessory Building</b> <ul style="list-style-type: none"> <li>○ 500 sq ft or less (flat fee)</li> </ul> </li>   <li>• <b>Early Start</b> <ul style="list-style-type: none"> <li>○ Plan Review Fee for structures less than 2,500 sq ft</li> <li>○ Plan Review Fee for all other structures</li> </ul> </li>   <li>• <b>Plan Examination Extensions</b>, when reviewing the extension of an approved plan</li>   <li>• <b>Resubmittals &amp; Revisions to Approved Plans</b>, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. (Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.)</li>   <li>• <b>Submittal of Plans after Construction</b>, where plans are submitted after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.</li>   <li>• <b>Expedited Priority Plan Review</b>, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. (Within 5 business days of when we received Plans.)</li> </ul>	<p style="text-align: right;"><i>\$30.00 minimum</i></p> <p style="text-align: right;">\$60.00</p> <p style="text-align: right;">\$100.00</p> <p style="text-align: right;">\$150.00</p> <p style="text-align: right;">\$200.00</p> <p style="text-align: right;">\$350.00</p> <p style="text-align: right;">\$500.00</p> <p style="text-align: right;">\$700.00</p> <p style="text-align: right;">\$1,000.00</p> <p style="text-align: right;">\$1,200.00</p> <p style="text-align: right;">\$3,000.00</p> <p style="text-align: right;">\$4,400.00</p> <p style="text-align: right;">\$5,600.00</p> <p style="text-align: right;">\$6,400.00</p> <p style="text-align: right;">\$250.00/plan +100.00/plan</p> <p style="text-align: right;">\$125.00 <i>(Plan Entry Fee Waived)</i></p> <p style="text-align: right;">\$75.00</p> <p style="text-align: right;">\$150.00</p> <p style="text-align: right;">50% of the original plan review fee <i>(\$3,000.00 maximum)</i></p> <p style="text-align: right;">\$75.00</p> <p style="text-align: right;">\$250.00/per review type</p> <p style="text-align: right;">200% of the fees specified in provisions</p>
<p><i>Fees relating to the submittal of commercial building and heating and ventilation plans (new, addition, alteration) and fire alarm and fire suppression plans is computed based on total gross floor area of each building, area of addition, or area of alteration.</i></p> <ol style="list-style-type: none"> <li>1. <i>New construction, additions, alterations, and parking lots fees are based on the prices above.</i></li> <li>2. <i>New construction and additions are calculated based on total gross floor area of the structure.</i></li> <li>3. <i>A separate plan review fee is charged for each type of plan review.</i></li> </ol> <p><i>Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.</i></p>	

# Building, Housing, and Zoning\*\* Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

COMMERCIAL <i>(Continued)</i>	2024 Fees
<b>INSPECTION FEES</b> <ul style="list-style-type: none"> <li>• <b><u>Residential</u></b> and <b><u>Institutional</u></b></li>   <li>• <b><u>Fire Alarm Systems</u></b>, installations or additions/modifications to existing</li>   <li>• <b><u>Fire Suppression Systems</u></b>, installations or additions/modifications to existing</li>   <li>• <b><u>Offices</u></b> and <b><u>Mercantile</u></b></li>   <li>• <b><u>Warehouses, Factories,</u></b> and <b><u>Building Shells</u></b></li>   <li>• <b><u>Reroofing</u></b> and <b><u>All Other Occupancies where the Square Footage CANNOT be Determined</u></b></li> </ul>	<p>\$0.13/sq ft<sup>1</sup> or \$103.00 minimum</p> <p>\$0.03/sq ft<sup>1</sup> or \$75.00 minimum</p> <p>\$0.03/sq ft<sup>1</sup> or \$75.00 minimum</p> <p>\$0.11/sq ft<sup>1</sup> or \$103.00 minimum</p> <p>\$0.95/sq ft<sup>1</sup> or \$103.00 minimum</p> <p>\$10.00/\$1,000.00 valuation or \$103.00 minimum</p>
<b>HEATING, VENTILATING AND AIR CONDITIONING FEES</b> <ul style="list-style-type: none"> <li>• <b><u>HVAC</u></b> <ul style="list-style-type: none"> <li>○ <b><u>Per \$1000.00 Valuation</u></b> or <b><u>Per Square Footage</u></b> (whichever fee is less)</li> </ul> </li>   <li>• <b><u>HVAC Unit Replacement</u></b> <ul style="list-style-type: none"> <li>○ 1 unit (flat fee)</li> <li>○ More than 1 unit</li> </ul> </li> </ul>	<p>\$5.00/\$1,000.00 valuation or \$0.06/ sq ft<sup>1</sup> or \$100.00 Minimum</p> <p>\$100.00 \$70.00/unit</p>
<b>CERTIFICATE OF OCCUPANCY FEES</b> <ul style="list-style-type: none"> <li>• <b><u>Residential Units</u></b></li>   <li>• <b><u>Other Occupancy</u></b></li> </ul>	<p>\$16.50/unit</p> <p>\$39.00</p>
<b>SPECIAL FEES</b> <ul style="list-style-type: none"> <li>• <b><u>Land Use Permit</u></b> (Zoning Certificate)</li>   <li>• <b><u>Early Start:</u></b> Footings/Foundation, and Structural Framing</li>   <li>• <b><u>Razing:</u></b> Commercial Structures</li>   <li>• <b><u>Parking Lot Permits</u></b> (15.52.020)</li>   <li>• <b><u>Same Day</u></b> or <b><u>Reinspection Fee</u></b></li>   <li>• <b><u>Failure to Obtain Permit Prior to Commencement of Work.</u></b> <i>(Payment of any fees in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)</i></li> </ul>	<p>\$75.00</p> <p>\$120.00</p> <p>\$120.00</p> <p>\$75.00</p> <p>\$79.50</p> <p>Triple Fees</p>

# Building, Housing, and Zoning\*\* Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

MISCELLANEOUS FEES	2024 Fees
<b>APPLICATION &amp; PUBLICATION FEES FOR BUILDING ADVISORY BOARD (CLASS 1 NOTICE) (15.04.080)</b>	\$200.00
<b>APPLICATION &amp; PUBLICATION FEES (WMC CHAPTERS 23.10.13, 23.10.10.31, 23.10.32)</b>	
<ul style="list-style-type: none"> <li>• <b>Zoning Board of Appeals:</b> Variances, Appeals \$200.00</li> <li>• <b>Plan Commission</b> <ul style="list-style-type: none"> <li>○ Amendments, Conditional Uses, UDD Petitions \$400.00</li> <li>○ Special Meeting Requested \$500.00</li> </ul> </li> </ul>	
<b>CENTRAL BUSINESS DISTRICT (DOWNTOWN) OBSTRUCTION PERMIT</b>	\$20.00
<b>DRIVE APPROACH PERMIT (12.20.010)</b>	\$30.00
<b>EXCAVATION PERMIT (12.40.010)</b>	\$70.00
<b>FENCES</b>	\$50.00
<b>HOME OCCUPATION</b>	\$20.00
<b>MOVING BUILDING OVER PUBLIC WAYS (15.40.010)</b>	
<ul style="list-style-type: none"> <li>• <b>Garages</b> \$50.00</li> <li>• <b>Houses or Other Buildings</b> \$215.00</li> </ul>	
<b>PARKLAND DEDICATION FEES (WMC CHAPTER 21.16)</b>	
<ul style="list-style-type: none"> <li>• <b>SR-2, SR-3, SR-5, and SR-7 Districts</b> \$400.00/lot</li> <li>• <b>DR-8, TF-10, and TF-12 Districts</b> \$500.00/lot</li> <li>• <b>MRL-12, MRM-20, and MRH-50 Districts</b> \$200.00/lot</li> <li>• <b>Planned and Unified Developments</b> <ul style="list-style-type: none"> <li>○ Single-Family unit \$400.00/single unit</li> <li>○ Duplex Unit \$500.00/duplex unit</li> <li>○ Apartment Unit \$200.00/apartment unit</li> </ul> </li> <li>• <b>Additional Residential Building Lots Created by Replat or Certified Survey</b> \$400.00/additional lot</li> </ul>	
<b>PLAT REVIEW FEES (WMC CHAPTER 21)</b>	
<ul style="list-style-type: none"> <li>• <b>Preliminary Plat Fee</b> \$150.00 + \$25.00/lot</li> <li>• <b>Final Plat Fee</b> \$100.00 + \$10.00/lot</li> <li>• <b>Condominium Plat Fee</b> \$100.00 + \$25.00/lot</li> </ul>	
<b>CERTIFIED SURVEY MAP REVIEW</b>	
<ul style="list-style-type: none"> <li>• <b>Standard CSM</b> \$100.00</li> <li>• <b>Extraterritorial Reviews</b> \$75.00</li> </ul>	
<b>PORTABLE STORAGE CONTAINERS (23.03.30)</b>	\$55.00/90 days
<b>RESUBMITTAL FEE</b>	
<ul style="list-style-type: none"> <li>• Revised Plans that require new permits \$100.00 + Plan Review</li> </ul>	

# Building, Housing, and Zoning\*\*

## Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

MISCELLANEOUS FEES <i>(Continued)</i>	2024 Fees
<b>SIGNS (15.48.050)</b> <ul style="list-style-type: none"> <li>• <b><u>Business Signs</u></b></li>   <li>• <b><u>Advertising Signs</u></b></li>   <li>• <b><u>Temporary Signs</u></b> <i>(monthly fee)</i></li> </ul> <p><i>All fees for signage are charged per sign. Where signs have two or more faces, the permit fee shall be computed on each face of such sign.</i></p>	<p>\$1.10/sq ft of gross area<sup>1</sup> <i>or \$40.00 minimum</i></p> <p>\$1.30/sq ft of gross area<sup>1</sup> <i>or \$60.00 minimum</i></p> <p>\$1.10/sq ft of gross area<sup>1</sup> <i>or \$40.00 minimum</i></p>
<b>SPECIAL INSPECTIONS FEES</b> <i>(E.g., Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.)</i>	\$160.00
<b>STORM WATER MANAGEMENT (WMC CHAPTER 15.56)</b>	Established by Resolution
<b>STREET PRIVILEGE PERMITS (12.44.050)</b>	\$77.50
<b>SWIMMING POOLS (19.32.020)</b>	\$60.00
<b>ZONING RELATED</b> <i>(E.g., Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Address Change Requests, and Other Forms Requiring Zoning Review, etc.)</i> <ul style="list-style-type: none"> <li>• <b><u>Residential</u></b></li> <li>• <b><u>Commercial</u></b></li> </ul>	<p>\$39.00</p> <p>\$70.00</p>
<b>HOUSING CODE (TITLE 16)</b>	<b>2024 Fees</b>
<b>REINSPECTION FEE (16.04.025)</b>	\$65.00
<b>RENT ABATEMENT APPLICATION FEE, FOR AUTHORIZATION OF (16.04.037(D))</b>	\$25.00
<b>RESIDENTIAL RENTAL REGISTRATION (16.04.030)</b>	<b>2024 Fees</b>
<b>RENTAL REGISTRATION FEE (PER BUILDING)</b>	\$10.00
<b>RESIDENTIAL RENTAL LICENSE INSPECTION FEES</b> <ul style="list-style-type: none"> <li>• <b><u>First Inspection</u></b></li>   <li>• <b><u>Second Inspection</u></b></li>   <li>• <b><u>Missed Inspection Appointments/Failure to Allow Access</u></b></li> </ul>	<p><i>No Charge</i></p> <p><i>No Charge, if violation corrected</i></p> <p>\$35.00</p>

**Notes:**

\*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.

\*\* In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work.

<sup>1</sup> In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

**Plumbing\*\***  
**Fee Schedule**

**2024**  
City of Wausau  
City of Schofield\*

COMMERCIAL (only):	2024 Fees
<b>PLAN ENTRY FEES</b> <i>A plan entry fee is charged with <b>each</b> submittal of plans <b>in addition to the plan review &amp; inspection fees.</b></i>	\$100.00
<b>PLAN REVIEW FEES</b> <ul style="list-style-type: none"> <li>• Plumbing Plans for <b><u>New Construction &amp; Additions</u></b> <ul style="list-style-type: none"> <li>○ 3,001 – 4,000 sq ft</li> <li>○ 4,001 – 5,000 sq ft</li> <li>○ 5,001 – 6,000 sq ft</li> <li>○ 6,001 – 7,500 sq ft</li> <li>○ 7,501 – 10,000 sq ft</li> <li>○ 10,001 – 15,000 sq ft</li> <li>○ 15,001 – 20,000 sq ft</li> <li>○ 20,001 – 30,000 sq ft</li> <li>○ 30,001 – 40,000 sq ft</li> <li>○ 40,001 – 50,000 sq ft</li> <li>○ 50,001 – 75,000 sq ft</li> <li>○ Over 75,000 sq ft +</li> </ul> </li>   <li>• Plumbing Plan for <b><u>Alteration &amp; Remodeling</u></b> <ul style="list-style-type: none"> <li>○ 10 – 25 Fixtures</li> <li>○ 26 – 35 Fixtures</li> <li>○ 36 – 50 Fixtures</li> <li>○ 51 – 75 Fixtures</li> <li>○ 76 – 100 Fixtures</li> <li>○ 101 – 125 Fixtures</li> <li>○ 126 – 150 Fixtures</li> <li>○ 151 or more Fixtures</li> </ul> </li>   <li>• <b><u>Resubmittals &amp; Revisions to Approved Plans</u></b>, when deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans. <i>(Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.)</i></li>   <li>• <b><u>Submittal of Plans after Construction</u></b>, where plans are submitted after construction a standard late submittal fee will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.</li>   <li>• <b><u>Expedited Priority Plan Review</u></b>, when expediting the completion plan review in less than the normal processing time of when the plan is considered ready for review. <i>(Within 5 business days of when we received Plans.)</i></li> </ul> <p style="margin-top: 10px;"><i>Fees relating to the submittal of commercial plumbing (new construction and addition) are computed based on the total gross of each floor area of each building, or area of addition.</i></p> <ol style="list-style-type: none"> <li>1. <i>New construction, alterations and remodeling fees are based on the prices above.</i></li> <li>2. <i>The new construction fee is calculated based on square footage of the area constructed.</i></li> <li>3. <i>Alterations and remodeling fee is based on the number of plumbing fixtures.</i></li> </ol> <p style="margin-top: 10px;"><i>Determination of Area: The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.</i></p>	<p style="text-align: right;"><i>\$300.00 minimum</i></p> <p style="text-align: right;">\$400.00</p> <p style="text-align: right;">\$550.00</p> <p style="text-align: right;">\$650.00</p> <p style="text-align: right;">\$700.00</p> <p style="text-align: right;">\$850.00</p> <p style="text-align: right;">\$900.00</p> <p style="text-align: right;">\$950.00</p> <p style="text-align: right;">\$1,100.00</p> <p style="text-align: right;">\$1,250.00</p> <p style="text-align: right;">\$1,550.00</p> <p style="text-align: right;">\$2,100.00</p> <p style="text-align: right;">\$2,500.00 + \$0.0072/per additional sq ft over 75,000 sq ft</p> <p style="text-align: right;"><i>\$200.00 minimum</i></p> <p style="text-align: right;">\$300.00</p> <p style="text-align: right;">\$450.00</p> <p style="text-align: right;">\$550.00</p> <p style="text-align: right;">\$800.00</p> <p style="text-align: right;">\$900.00</p> <p style="text-align: right;">\$1050.00</p> <p style="text-align: right;">\$1,150.00</p> <p style="text-align: right;">\$1,150.00 + \$160.00/per additional 25 fixtures beyond 150 fixtures</p> <p style="text-align: right;">\$75.00</p> <p style="text-align: right;">\$250.00/per review type</p> <p style="text-align: right;">200% of the fees specified in provisions</p>

**Plumbing\*\***  
**Fee Schedule**

**2024**  
 City of Wausau  
 City of Schofield\*

ALL	2024 Fees
<p><b>INSPECTION FEES</b></p> <ul style="list-style-type: none"> <li>• New or Reconstructed <b>Water Service</b> or <b>Private Water Main</b> (From Curb Stop, 2 inch or less)               <ul style="list-style-type: none"> <li>○ Each 100 feet or fraction thereof.</li> <li>○ For each additional inch in diameter</li> </ul> </li> <li>• New or Reconstructed <b>Sanitary Building Sewer</b> or <b>Private Sewer Main</b> (From main, curb or lot line, any size)               <ul style="list-style-type: none"> <li>○ Each 100 feet or fraction thereof.</li> </ul> </li> <li>• <b>Catch Basin</b></li> <li>• <b>Manhole</b></li> <li>• <b>Retention/Infiltration Area</b></li> <li>• For each <b>fixture</b> or <b>fixture connection</b> <ul style="list-style-type: none"> <li>○ 1- and 2-Family Dwelling</li> <li>○ Commercial Building</li> </ul> </li> </ul> <p><i>Fixtures, appliances and appurtenances shall include but not be limited to: bar connections, bathtubs, buried lawn sprinklers, catch basins, CCC assembly, dental cuspidors, dishwashers, disposals, drain tile receivers, drink dispensers, drinking fountains, fire protection installation, floor drains, footing or subsoil drain discharge points, garbage grinders, grease and oil separators, ice cube machines, inside roof drains, laundry tubs, mobile home connections, private sewage disposal, pumps and ejectors, service sinks, shower stalls, sinks, site drains, soda fountains, sumps, swimming pools, urinals, wash basins, water closets, all types water conditioning units, all types water heaters, water or waste connection to any appliance, water or waste connection to machines, water wells and injection equipment, water-cooled air conditioners and connections, water-cooled motor connections, water-cooled refrigerators, and yard drains.</i></p> <ul style="list-style-type: none"> <li>• New or Reconstructed <b>Water Distribution Piping</b> (Any size)               <ul style="list-style-type: none"> <li>○ Each 100 ft or fraction thereof.</li> </ul> </li> <li>• New or Reconstructed <b>Building Drain, Soil Waste, Vent Piping, or Downspouts</b> (Any size)               <ul style="list-style-type: none"> <li>○ Each 100 ft or fraction thereof.</li> </ul> </li> <li>• <b>Water Distribution</b> and <b>Drain Piping</b> for <b>Manufacturing Processes</b> <ul style="list-style-type: none"> <li>○ Each 100 ft or fraction thereof.</li> </ul> </li> <li>• <b>Private Sewage Disposal System</b></li> <li>• <b>Clear Water Pit &amp; Pump</b></li> <li>• <b>Swimming Pool</b></li> <li>• <b>Private Water Well</b> (5-Year Permit issued by Wausau Water Works)</li> <li>• To <b>Abandon Water</b> or <b>Sewer Systems</b> when Wrecking or Moving a Building</li> <li>• To <b>Abandon</b> a <b>Private Well</b> and/or <b>Septic System</b></li> </ul>	<p>\$53.00/~100 ft            +\$10.30/additional inch</p> <p>\$53.00/~100 ft</p> <p>\$10.25</p> <p>\$10.25</p> <p>\$25.00/2,000 sq ft</p> <p>\$10.25/fixture            \$10.75/fixture</p> <p>\$15.50/~100 ft</p> <p>\$15.50/~100 ft</p> <p>\$15.50/~100 ft</p> <p>\$50.00</p> <p>\$50.00</p> <p>\$50.00</p> <p>\$100.00</p> <p>\$55.00</p> <p>\$55.00</p>
<p><b>SPECIAL FEES</b></p> <ul style="list-style-type: none"> <li>• <b>Administrative Fee</b> (application not completed/additional review required)</li> <li>• <b>Minimum Permit Fee</b> <ul style="list-style-type: none"> <li>○ Projects requiring only 1 inspection</li> <li>○ Projects requiring more than 1 inspection</li> </ul> </li> </ul>	<p>\$10% of Permit Fee            or \$30 minimum</p> <p>\$63.50            \$79.50</p>

**Plumbing\*\***  
**Fee Schedule**

**2024**  
 City of Wausau  
 City of Schofield\*

ALL (Continued)	2024 Fees
<b>SPECIAL FEES (CONTINUED)</b>	
<ul style="list-style-type: none"> <li>• <b>Same Day or Re-Inspection Fee</b></li> </ul>	\$79.50
<ul style="list-style-type: none"> <li>• <b>Failure to Obtain Permit prior to Commencement of Work</b>, starting work without State Approved Plans (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)</li> </ul>	Triple Fees
<ul style="list-style-type: none"> <li>• <b>Excavation Permit Fee</b></li> </ul>	\$67.00

Notes:

\* Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.

\*\*Plumbing fees shall be paid under Chapter 19.12.030, respectively.



# Electrical<sup>\*\*</sup> Fee Schedule

**2024**  
City of Wausau  
City of Schofield\*

ONE- & TWO-FAMILY:	2024 Fees
<b>INSPECTION FEES</b>	
• <b><u>New</u></b> 1- and 2-Family Dwellings	\$0.11/sq ft <sup>1</sup>
• <b><u>Additions, Alterations,</u></b> and/or <b><u>Rewiring of Existing</u></b> to 1- and 2-family dwellings (including garages)	\$0.14/sq ft <sup>1</sup> or \$67.00 minimum
• <b><u>Attached</u></b> or <b><u>Detached Garages</u></b>	\$0.075/sq ft <sup>1</sup>
• <b><u>New Service Only for Existing</u></b> 1- and 2-Family Dwellings	\$67.00
COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY:	2024 Fees
<b>INSPECTION FEES</b>	
• <b><u>New Construction of Apartments</u></b> (3-Family and more), <b><u>Row Housing,</u></b> and <b><u>Multi-Family Dwellings</u></b> (or additions thereto)	\$0.088/sq ft <sup>1</sup>
• <b><u>New Construction of Local Business, Institutional,</u></b> and <b><u>Office Buildings</u></b> (or additions thereto)	\$0.098/sq ft <sup>1</sup>
• <b><u>New Construction of Manufacturing</u></b> and <b><u>Industrial Buildings</u></b> (or additions thereto)	\$0.072/sq ft <sup>1</sup>
• <b><u>New Construction of Warehouses</u></b> (or additions thereto)	\$0.062/sq ft <sup>1</sup>
• <b><u>Electric Sign Wiring</u></b> (any size)	\$90.00/sign
• <b><u>Service Changes for Industrial, Commercial,</u></b> and <b><u>Multi-Family Structures</u></b>	
○ 200 Amps, one meter	\$85.50
○ 400 Amps, one meter	\$101.00
○ 600 Amps, one meter	\$118.50
○ 800 Amps, one meter	\$134.00
○ 1,000 Amps and Over, one meter	\$149.50
○ Additional meters	+ \$11.50/meter
• <b><u>PV (Photovoltaic) Systems</u></b>	
○ Residential	\$216.00
○ Commercial, 7½ KW or less	\$231.75
○ Commercial, more than 7½ KW	\$340.00
• <b><u>Lighting / Emergency Lighting</u></b>	
○ Testing Fee	\$140.00
ALL:	2024 Fees
<b>SPECIAL FEES</b>	
• <b><u>Special Inspections</u></b> other than the ones listed above	\$67.00
• <b><u>Administrative Fee</u></b> (application not completed/additional review required)	\$10% of Permit Fee or \$30.00 minimum
• <b><u>Minimum Permit Fee</u></b>	
○ 1- and 2-Family Dwellings	\$67.00
○ Commercial, Industrial, and Multi-Family Dwellings	\$79.50
• <b><u>Same Day</u></b> or <b><u>Re-Inspection Fee</u></b>	\$79.50
• <b><u>Failure to Obtain Permit prior to Commencement of Work.</u></b> (Payment of any fee in this subsection shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.)	Triple Fees

**Notes:**

**\*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees.**

\*\*Electrical fees shall be paid under Chapter 18.05.07, respectively.

<sup>1</sup> In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

### **Discussion and possible action regarding 2024 fee schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule).**

Without objection, this item, and subsequent items, were considered before going back to agenda item 4 at the end of the meeting.

Motion by Diny, seconded by Martens, to approved. Motion carried 4-0.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2024.

Committee Action:      Approved 5-0

Fiscal Impact:           The net 2024 contract price of \$43,795, with a credit for less than 250 animals brought in at \$180 per animal, and a charge of \$200 per animal beyond 250.

**File Number:**           03-0717

**Date Introduced:**      December 19, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$43,795 Budgeted for Impoundment Costs</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: The Animal Control Fund receives the majority of financing from pet license</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, effective January 1, 2023, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

**WHEREAS**, that contract expires December 31, 2023, and there is a need to provide for the care of such animals; and

**WHEREAS**, funding for this service is provided in the 2024 Animal Control Fund Budget and will be provided in the future years' budgets as needed; and

**WHEREAS**, your Finance Committee, on November 21, 2023, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody within the City of Wausau by law enforcement or humane officers, for a one-year period from January 1, 2024 through December 31, 2024; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

---

Katie Rosenberg, Mayor

**PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT**

**BETWEEN  
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.  
AND CITY OF WAUSAU**

Municipality Address: Mayor Katie Rosenberg  
City of Wausau  
407 Grant Street  
Wausau WI 54403

Humane Society: Executive Director  
7001 Packer Drive  
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

**RECITALS**

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

## **AGREEMENT**

**1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES.** HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

**2.0 COMPENSATION.** MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

**CY 2024 - \$46,250 for the contract, for up to 250 non-dog strays LESS 2022 Return To Owner credits of \$975 and 2022 credit of \$1,480 for animals received less than 250 for a NET contract amount of \$43,795 for 2024.**

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The fees include **any** non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU" entered into January 1, 2014.

2.1 The NET 2024 contract price of \$43,795 shall be due and paid in full on or before January 30, 2024.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2024 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2024 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2025.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2021 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2022, there were 27 cats and one bird that qualified for a credit of \$975 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2024 FOR 2022 RETURN TO OWNER ANIMALS IS \$975.**

### **3.0 TERM OF AGREEMENT.**

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2024 through December 31, 2024. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

**4.0 DEFINITIONS.** As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

## **5.0 EXECUTION AND PERFORMANCE OF SERVICES.**

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.



5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

## **6.0 TERMINATION OF AGREEMENT.**

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12<sup>th</sup> for each month that the Agreement is in effect whichever is greater.

## **7.0 INSURANCE AND INDEMNIFICATION.**

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entity entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein

shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

**8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION.** HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

## **9.0 NOTICES.**

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Katie Rosenberg  
City of Wausau  
407 Grant Street  
Wausau WI 54403

Kaitlyn Bernarde  
City Clerk  
407 Grant Street  
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann  
Executive Director  
Humane Society of Marathon Co.  
7001 Packer Drive  
Wausau WI 54401

Mary Tubbs  
President of the Board of Directors  
Humane Society of Marathon Co.  
7001 Packer Drive  
Wausau WI 54401

## **10.0 MISCELLANEOUS.**

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

**11.0 ASSIGNMENT.** No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

**12.0 THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

**13.0 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

**15.0 WARRANTY OF CAPACITY TO EXECUTE.**

15.1 I, Katie Rosenberg, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, Kaitlyn Bernarde, City Clerk, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.



## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

**Discussion and possible action on Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2024.**

Motion by Diny, seconded by Lukens, to approve. Motion carried 5-0.



# WAUSAU

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

## Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 14, 2023

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

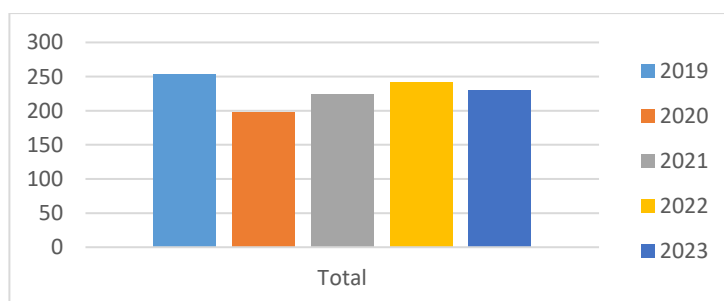
### Purpose:

Requesting renewal of the one-year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

### Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the city of Wausau.

The 2024 agreement is for 250 non-dog strays, remaining the same from the 2023 contract. A five-year average of city of Wausau non-dog stray numbers averaged 250. If less than 250 non-dog strays are brought in during the 2024 contract, a credit shall be given to the city of Wausau in the form of a carry over, applied to the following year.



### Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2022 Return to Owner credits of \$975 and LESS 2022 animals received less than 250 of \$1480) for a **NET contract amount of \$43,795 for 2024**. For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$180 per non-dog stray.

### Recommendation:

Department recommends approving the renewal of the one-year contract.

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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2025.	
Committee Action:	Approved 5-0
Fiscal Impact:	Per animal charge according to schedule attached to proposed contract for Animals Held for Cause
<b>File Number:</b>	03-0717A
<b>Date Introduced:</b>	December 19, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Animal Control fund</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Amount Budgeted is unknown for Impoundment and Held for Cause</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: The Animal Control Fund is largely funded by pet license revenue</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, effective January 1, 2022, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause; and

**WHEREAS**, that contract expires December 31, 2023, and there is a need to provide for the care of such animals; and

**WHEREAS**, funding for the contract is provided in the 2024 Animal Control Fund budget and will be provided in the future years' budgets as needed; and

**WHEREAS**, your Finance Committee, on November 21, 2023, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, for a two-year period from January 1, 2024 through December 31, 2025.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.



Approved:

---

Katie Rosenberg, Mayor

## MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

### THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

**THIS SERVICES AGREEMENT** ("Agreement"), is made and entered into, by and between the MUNICIPALITY of City of Wausau (The "MUNICIPALITY") and the **Humane Society of Marathon County, Inc.** ("HSMC"), its successors or assigns.

#### **RECITALS**

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

#### **SUMMARY OF SERVICES.**

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by law enforcement or humane officers pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of "Animals Held for Cause," by the MUNICIPALITY, as required by law and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC.

3. When an animal is taken into custody by MUNICIPALITY, a lieutenant or Humane Officer with the City of Wausau Police Department (WPD) will deliver the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions, or deliver the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, an authorized contact at the WPD will be contacted by HSMC following the initial veterinary assessment. WPD authorized staff will then be responsible for: 1) determining the disposition of the animal before HSMC staff returns the animal(s) to the shelter; and 2) approving proposed financial expense with regard to future treatment.
5. Both parties agree to abide by the medical opinion of a state licensed Doctor of Veterinary Medicine, for the recommended care and disposition of said animal(s). For the cost of any treatment to which authorized WPD staff does not consent, HSMC reserves the right to make a public appeal for funding such expense.

**1.0 COMPENSATION.** MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as described in Schedule A, attached hereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

**2.0 NOTIFICATION.** Municipality will rely on notification first from their Law Enforcement or Humane Officers. HSMC agrees to cooperate with the MUNICIPALITY by providing secondary notice to the MUNICIPALITY **City of Wausau** via phone call or e-mail within five (5) business days, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

### **3.0 TERM OF AGREEMENT.**

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be two (2) years commencing **January 1, 2024** and this term shall expire **December 31, 2025**. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

**4.0 DEFINITIONS.** As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal. Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal's health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody. As that term is used in §173.13, Wis. Stats., means animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause. As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only ‘boarded’ at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

4.4 Domesticated Animal. Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of **domestic, exotic or hybrid** animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below.

4.5 Livestock. Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.

4.6 Owner. Includes any person who owns, harbors or keeps an animal.

4.7 Stray. A “domesticated animal” whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.

4.8 Surrender. Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not any humane officer or law enforcement officer. Surrender Animals are not within the scope of this Agreement.

4.9 Unclaimed Animal. An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:

4.9.1 The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.

4.9.2 The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.

4.9.3 The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.

4.9.4 The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

4.10 Wild Animal. The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

## 5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Technical Assistance and Transportation of Animals. MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to complete the "Officer Impound" form. Facility will be open to private individuals during normal operating hours.

5.5 Services for all Animals. HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.

### 5.6 Disposition of Animals.

5.6.1 MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.

5.6.2 MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.

5.6.2.1 Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to persons or property, or delivered by a veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap.951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of

the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Communication: Parties agree to communicate in a timely manner if either party has concerns on processes or procedures in handling animals under this contract.

5.10 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.

5.11 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.

5.12 Review of Services to All Animals. HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.

5.13 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

## **6.0 TERMINATION OF AGREEMENT.**

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice.

6.2 In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.

6.3 In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

## **7.0 INSURANCE and INDEMNIFICATION.**

7.1 Indemnification of MUNICIPALITY. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs

or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

## **8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.**

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

**9.0 NOTICES.**

9.1 Notices to MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

Katie Rosenberg Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Kaitlyn Bernarde City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
--	--

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Lisa Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Mary Tubbs President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
---	---

**10.0 MISCELLANEOUS.**

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any



provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

#### **11.0 ASSIGNMENT.**

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

#### **12.0 THIRD-PARTY BENEFICIARIES.**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of COUNTY.

#### **13.0 EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

#### **14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.**

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

#### **15.0 WARRANTY OF CAPACITY TO EXECUTE.**

15.1 I, Katie Rosenberg, in my capacity as Mayor for the City of Wausau, and I, Kaitlyn Bernarde, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

**FOR HUMANE SOCIETY OF MARATHON COUNTY:**

---

LISA LEITERMANN,                      Date  
Executive Director, HSMC

---

MARY TUBBS,                              Date  
President Board of Directors, HSMC

**FOR MUNICIPALITY:**

---

KATIE ROSENBERG                              Date  
Mayor, City of Wausau

---

KAITLYN A. BERNARDE                              Date  
City Clerk, City of Wausau

**SCHEDULE A**

**RATE STRUCTURE FOR SERVICES RELATED TO ANIMALS TAKEN INTO CUSTODY  
AND/OR HELD FOR CAUSE**

**1.0 COMPENSATION.** MUNICIPALITY agrees to pay for services outlined in this Agreement on the following schedule on a per animal basis:

<b>Term</b>	<b>Admission Fee</b>	<b>Max billable days</b>	<b>Daily Rate</b>	<b>Disposition Charge</b>	<b>Vet Bills</b>
<b>Year 1</b>	<b>\$60.00</b>	<b>Not limited</b>	<b>\$16.00</b>	<b>\$160.00</b>	<b>Billed at cost</b>

HSMC may assist Municipality in documenting health of animal while in custody of HSMC to assist in successful prosecution of alleged perpetrator of animal abuse or neglect covered by Wis. Stat. Chapter 173 and 951. Municipality will work with HSMC and District Attorney’s Office for the inclusion of “restitution costs” in any criminal prosecution.

**2.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:**

2.1 Exceptional or emergency veterinary services provided by **non-HSMC** staff will be part of the costs billed to MUNICIPALITY on an as incurred basis, subject to those provisions in SUMMARY OF SERVICES #2 Animals Held for Cause.

2.2 Exceptional or emergency services provided by **HSMC** staff will be billed to MUNICIPALITY on an as incurred basis of \$25.00 per hour, with a one hour minimum. This is where an HSMC staff member is requested by on-site law enforcement to assist them **on-site**. **This fee is for HSMC staff and their transportation cost to and from the site to render professional advice and assistance.**

2.2.1 “HSMC Staff” means one person at the \$25/hour rate.

2.2.2 Charges will include the actual cost of supplies (i.e. special equipment for the control of animals) subject to this Agreement.

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

**Discussion and possible action on Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2024 through December 31, 2025.**

Motion by Diny, seconded by Martens, to approve. Motion carried 4-0.



# WAUSAU

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

## Memorandum

From: Captain Melinda Pauls, Police Department  
To: Finance Committee  
Date: November 14, 2023  
Re: Renewal of Held for Cause Services Agreement with HSMC

---

### Purpose:

Requesting renewal of the Held for Cause Services Agreement for two years, 2024 and 2025, with the Humane Society of Marathon County.

### Background:

The City of Wausau has held an animal held for cause services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of animals taken into custody for the city of Wausau.

The agreement is in place for the City of Wausau to impound; abandoned, mistreated or those that pose a significant threat to public safety, animals. This agreement is used for cases including, but not limited to; abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats.

### Impact:

Term	Admission Fee	Max Billable days	Daily Rate	Disposition Charge	Vet Bills
2024-2025	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

### Recommendation:

Department recommends approving the renewal of the two year contract.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.

Committee Action: Approved 5-0

Fiscal Impact: Revenue payment of \$16,860 from Everest Metro Police Department

File Number: 12-1214

Date Introduced: December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City of Schofield, Village of Weston and Town of Weston are parties to the Schofield/Weston Police Merger Agreement, executed October 4, 1993; and

**WHEREAS**, each jurisdiction has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Everest Metro Police Department (EMPD); and

**WHEREAS**, an agreement was entered into in 2023 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

**WHEREAS**, the EMPD desires to again contract with the CITY for the provision of certain animal control services to the three jurisdictions within which it provides law enforcement, which shall include the impoundment, care and treatment of stray dogs taken into custody within its jurisdiction; and

**WHEREAS**, the CITY is agreeable to rendering such services on the terms and conditions set forth in the attached agreement; and

**WHEREAS**, EMPD will administer the agreement upon authorization by the governing bodies of Weston and Schofield.

**NOW THEREFORE, BE IT RESOLVED** that the City of Wausau enter into an agreement for the contracting of such services to EMPD in substantial compliance with the material terms of the attached agreement for a term commencing January 1, 2024 and ending December 31, 2024.

**BE IT FURTHER RESOLVED** that the proper City officials are hereby authorized and directed to execute a contract for humane officer services with the Everest Metro Police Department.

Approved:

---

Katie Rosenberg, Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

### **Discussion and possible action on Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2024 through December 31, 2024.**

Motion by Martens, seconded by Lukens, to approve. Motion carried 5-0.





# WAUSAU

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

## Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 14, 2023

Re: Renewal of Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

---

### **Purpose:**

Requesting renewal of the one year Animal Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department.

### **Background:**

The City of Wausau and Everest Metro Police Department have held an intergovernmental agreement since 2014. The agreement extends the Humane Officer's jurisdiction to areas covered by the Everest Metro Police Department and allows the Humane Officer to pick up stray dogs, impound animals or return them to the owner, and issue citations as appropriate. The Humane Officer may also investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119. The agreement further enables duties, investigations, abatement and exercise of powers related to animals as set forth in Wis. Stat. §§ 173.07, 173.09, 173.10, 173.11, and 173.13.

### **Impact:**

Everest Metro shall pay \$16,860 to the City for the services provided in this Agreement. The City agrees that all funds paid by Everest Metro pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

### **Recommendation:**

Department recommends approving the renewal of the one year contract.

**INTERGOVERNMENTAL HUMANE OFFICER  
SERVICES AGREEMENT  
BETWEEN THE CITY OF WAUSAU AND  
EVEREST METROPOLITAN POLICE DEPARTMENT**

**THIS AGREEMENT**, entered into this 1st day of January, 2024, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

**WHEREAS**, the CITY has appointed a Humane Officer certified pursuant to Wis. Stat. §173.05, who provides animal control services pursuant to Wis. Stat. Ch. 173 including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of stray animal population, restraint of dangerous animals, protecting persons from the dangers associated with animals at large, inhumane treatment of animals, and other related services; and

**WHEREAS**, EVEREST METRO is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within its territorial limits; and

**WHEREAS**, EVEREST METRO wishes to enter into an Agreement with the CITY for the providing of Humane Officer services as more fully hereinafter set forth; and

**WHEREAS**, CITY is agreeable to rendering such services on the terms and conditions as hereinafter enumerated; and

**WHEREAS**, the CITY and EVEREST METRO are authorized pursuant to Wis. Stat. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as police protection and public health and welfare.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **SCOPE OF ANIMAL SERVICES**. Subject to the provisions hereinafter contained in this Agreement, the CITY shall provide the following animal control services to EVEREST METRO:
  - a. Pick up stray dogs; impound animals or returning them to the owner; and issue citations as appropriate.
  - b. Investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119.
  - c. Provide those duties, investigations, abatement and exercise those powers related to animals as set forth in Wis. Stat. §§173.07, 173.09, 173.10, 173.11, and 173.13.

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.
  
3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.
  
4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2024 (“Commencement Date”) and terminate on December 31, 2024 (“Termination Date”).
  
5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2024 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.
  
6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
  - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY’S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker’s Compensation Statutory Coverage

General Liability Insurance Coverage:

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

b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.

7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Everest Metro Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

CITY:	EVEREST METRO
City of Wausau	Attn: Chief of Police
Attn: City Clerk	5303 Mesker Street
407 Grant Street	Weston, WI 54476
Wausau, WI 54403	

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. JURISDICTION. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.
14. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
15. IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the first date written above and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Clayton Schulz, Chief of Police

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

\_\_\_\_\_  
Mark Maloney, Chairman – Everest Metro  
Joint Finance Committee

## EXHIBIT A

Call Type	Response Level (Immediate/Delayed)
Animal cruelty or neglect	Delayed--respond within 24 hours.
Domestic animal at-large	Immediate if in traffic or threat to any person(s) or property. Delayed- Response within eight (8) hours.
Found or unwanted animals to be picked up	Delayed-Train Officers to handle outside normal hours, if unavailable or specialized recover and transportation needs are required it may be necessary outside normal hours to call-in animal control staff.
Animal sanitation complaints	Delayed-Response within 24 hours
At-large animal that is sick, injured or in danger	Immediate
Aggressive animal	Immediate
Barking dogs	Delayed
Other animal noise complaints	Delayed
Animal attacks on other animals or people	Immediate
Deceased animals that pose no risk to safety	Delayed-Response within 24 hours.
Deceased animals that pose a risk to safety	Delayed-Response within 24 hours.
Other Calls not set forth herein.	Response shall be at the discretion of the Humane Officer.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorizing Joint Powers Agreement with Marathon County regarding E911/NG-911 system

Committee Action:      Approved 5-0

Fiscal Impact:           None

**File Number:**           92-1135

**Date Introduced:**      December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City of Wausau and Marathon County have participated in an E911 system for several years; and

**WHEREAS**, Wis. Stats. §256.35(9)(a) through (c) mandates that public agencies participating in an E911/NG-911 system enter into a joint powers agreement; and

**WHEREAS**, your Finance Committee, at their November 21, 2023 meeting recommended approving the Joint Powers Agreement between Marathon County and the City of Wausau pursuant to the terms and provisions of Wis. Stats. §256.35(1)(a) through (c); and

**WHEREAS**, the attached Joint Powers Agreement is in conformity with the requirements of said statute.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the attached Joint Powers Agreement.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

**JOINT POWERS AGREEMENT  
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2024 and continue in full force and effect for a period of one year until December 31, 2024, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2023.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2023

MARATHON COUNTY

BY: \_\_\_\_\_

Lance Leonhard  
County Administrator

Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF WAUSAU

BY: \_\_\_\_\_

Katie Rosenberg  
Mayor



**FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

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

Motion by Martens, seconded by Lukens, to approve. Motion carried 5-0.

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

**JT. RESOLUTION OF THE ROOM TAX COMMISSION AND  
FINANCE COMMITTEE**

Approving Tourism Entity Agreement between the City of Wausau, Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Committee Action: Room Tax Approved 4-0  
Finance Approved 5-0

Fiscal Impact: Dependent on Room Tax Collections exact amount unknown

File Number: 94-0828

Date Introduced: December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

**WHEREAS**, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to Sec. 66.0615 Wis. Stats. (“Room Tax Act”); and

**WHEREAS**, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

**WHEREAS**, the City has created a Room Tax Commission (“Commission”) to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

**WHEREAS**, the City and Room Tax Commission entered into an agreement with the Wausau Central Wisconsin Convention & Visitors Bureau, Inc. (“CVB”) for the period January 1, 2023 to December 31, 2023, to remit 37.5% of its room tax collected to the CVB and a request was received by the CVB to enter into a two-year agreement, beginning January 1, 2024, with the transfer of 40% of the room tax collected by the City to CVB, 6% of which would be designated for the Central Wisconsin Sports Authority, 3% of which will go to Sports Authority Grants to fund opportunities to host major sports tournaments and 3% of which will go to Outdoor Rec development and outdoor rec organizations’ marketing support; and

**WHEREAS**, your Room Tax Commission and Finance Committee, at their November 28, 2023 joint meeting, discussed and recommended entering into another Tourism Entity Agreement on those terms.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the attached Tourism Entity Agreement between the City of Wausau, its Room Tax Commission and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc.

Approved:

---

Katie Rosenberg, Mayor

## **TOURISM ENTITY AGREEMENT**

This TOURISM ENTITY AGREEMENT (“Agreement”) is entered into by and between the City of Wausau, a Wisconsin municipal corporation (“City”), its Room Tax Commission (“Commission”), and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation (“CVB”), effective on this 1<sup>st</sup> day of January, 2024.

**WHEREAS**, the City is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1990; and

**WHEREAS**, the City has enacted an ordinance imposing a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public pursuant to sec. 66.0615 Wis. Stats. (“Room Tax Act”); and

**WHEREAS**, within the Room Tax Ordinance, the City has imposed a Room Tax of eight percent (8%); and

**WHEREAS**, the City has created a Room Tax Commission (“Commission”) to oversee the proper expenditures of room taxes in accordance with the requirements of the Wisconsin Room Tax Act; and

**WHEREAS**, the City and its Commission desire to enter into a non-exclusive contract with the CVB, as a qualifying “tourism entity” as defined in Section (1)(f) of the Room Tax Act, for it to provide the City or its Commission with staff, support services and assistance in developing and implementing programs that foster tourism promotion and tourism development in the City to visitors as provided in Section (1)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with the City and its Room Tax Commission; and

**WHEREAS**, the agreements of the parties as to such services shall be as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.
2. Definitions.
  - a. “CVB” shall mean the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.
  - b. “Room Tax” shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons

furnishing accommodations which are available to the public pursuant to the Room Tax Act. The municipality shall impose a room tax in the amount of eight (8%) percent.

- c. “Municipality” shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located and which collects a room tax.
  - d. “Remitted Room Taxes” shall mean the amount of room taxes that the City has collected and forwarded to the CVB under this agreement.
  - e. “Room Tax Act” shall mean Section 66.0615 Wis. Stats., as amended during the term of this agreement.
  - f. “Tourism promotion and tourism development” means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (1m)(a) of the Room Tax Act may be imposed, that are owned by different persons and located with a municipality in which a tax under this section is in effect:
    - i. Marketing projects, including but not limited to advertising media buys, creation and efforts to recruit conventions, sporting events, programs, or motor coach groups.
    - ii. Transient tourist informational services.
    - iii. Tangible municipal development, including a convention center.
    - iv. Room taxes shall not be used to construct or develop a lodging facility.
3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax Revenues generated in the Municipality under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act as stated in paragraph 2.
4. Room Tax Revenues. The City has imposed and will collect an 8% room tax on transient visitors who stay at the lodging properties within the City.
- a. The City will retain, each year, the greater of either 30% of its current year room tax revenues, effective with taxes collected and expenditures made on January 1, 2024, or for fiscal year 2024 and thereafter, the same dollar amount of the room tax retained as the City retained in its 2010 fiscal year. The City will forward to its Room Tax Commission, any room tax revenue exceeding the amount it may retain by the Room Tax Act.
  - b. The Room Tax Commission, in turn, will remit 40% of room tax collected to the CVB on a quarterly basis, 6% of which is designated for the Central Wisconsin Sports Authority, 3% of which will go to Sports Authority Grants to fund opportunities to host major sports tournaments and 3% of which will go to Outdoor Rec development and outdoor rec organizations’ marketing support within 45 days after the end of each calendar quarter, all of which shall be used for tourism promotion and tourism development in the City as outlined by state statute. If the Sports Authority or Badger State Games dissolves under the CVB, the Commission shall not be liable for the 6% of the total room tax collection. It shall then only remit 34% of the total collected in room taxes by the municipality for general tourism promotion.

- c. Minimum of 51% of municipal room tax revenues will go directly to marketing/advertising expenses and not staff salaries.
- 5. CVB Responsibilities. The CVB shall be responsible for the following:
  - a. Executive Director Selection Committee. The CVB shall establish a selection committee that will be responsible for establishing position qualifications, selection procedures and conducting preliminary interviews for the position of Executive Director. Included on the selection committee shall be one person appointed by the Mayor of Wausau and another appointed by the Weston Village President, so long as each municipality has contracted with the CVB as a qualifying tourism entity. The CVB shall make the final hiring decision from the group of candidates referred to it by the selection committee.
  - b. Annual Meeting. The CVB shall hold an annual meeting to which will be invited the CVB Board, CVB Staff, and all governmental body members of municipalities with whom the CVB has a current contract. During the annual meeting, the CVB Board shall present reports on:
    - i. CVB results in relation to operational goals.
    - ii. Goals and plans for the upcoming year.
    - iii. Financial plans and results.
  - c. Administrative Support. The CVB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development with the City. Any notices or documentation required to be provided to the City or its Room Tax Commission by the CVB for the funds it receives shall be forwarded to the Mayor and Chairperson of the Room Tax Commission. It is further acknowledged that, upon reasonable prior notice, the CVB will attend meetings called by the City or its Room Tax Commission to discuss issues pertaining to room tax collection and expenditures and otherwise cooperate to achieve the purposes of the room tax statute.
  - d. Accounting. The CVB shall provide the City or its Room Tax Commission with an accounting of the activities and of the expenditures of the room tax revenues, on a quarterly basis, and the CVB shall have not more than thirty (30) days following each quarter to respond; additionally, the CVB shall provide to the City or its Room Tax Commission, a copy of its annual audit within thirty (30) days of it having been produced. The City or its Room Tax Commission shall have the right to examine such records at all reasonable times. Progress reports and reviews by the City or its Room Tax Commission may be called for at any time.
  - e. Financial Budget Plan. Not later than January 1<sup>st</sup> of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan for the year. This Plan of Business shall be made available to the City or its Room Tax Commission within sixty (60) days of the City's or Room Tax Commission's written request for the same. The parties agree that the Financial Budget Plan may be revised from time to time and, if so, the City or its Room Tax Commission will be so notified and provided a revised Financial Budget Plan. It is understood that the City or its Room Tax

Commission shall have no approval rights of the Financial Budget Plan but may provide comment or recommendation to the CVB which may be implemented at the CVB's discretion.

- f. Reports. The CVB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the City, on or before April 1, beginning in 2023 as provided in section (4) of the Room Tax Act, unless an extension in filing the Form to the DOR has been approved. If so, the CVB shall submit the DOR Form to the City on or before thirty (30) days before it is due to the DOR. The City and its Room Tax Commission agree to cooperate with the CVB in completing this form.
- g. Compliance. The CVB agrees to comply with applicable laws pertaining to its non-profit status. However, consistent with open meetings practice and a high level of transparency, the CVB agrees to:
  - i. Post its meeting agendas and meeting minutes on its website, which may include closed session as permitted by the open meetings law.
  - ii. Provide the municipal clerks of participating local governments with an electronic copy of all minutes and agendas at the same time each is distributed to CVB Board Members.
  - iii. Post the names and contact information of CVB Board Members on the CVB website.
  - iv. Meeting agendas shall include an item at or near the end of the meeting where CVB Board Members can suggest agenda items for an upcoming meeting.
- 6. Acknowledgment of Compliance. The CVB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight (8%) percent by the City complies with the Room Tax Act.
- 7. Room Tax Delinquencies. The parties agree that they shall work together toward the collection of any delinquent room tax owed to the City in the way of sharing information and the parties shall cooperate with the City to assist it in the collection of any delinquent or deficient amounts owed by any operator required to collect and remit Room Tax proceeds under City ordinance., but in no event shall the CVB nor any of its staff take any affirmative action to collect delinquent room tax owed to the City and required by law to be remitted directly to the City.
- 8. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the CVB:
  - a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission, as applicable.
  - b. The failure to provide a Financial Budget Plan hereunder after thirty (30) days written notice of CVB's failure to do so by the City or its Room Tax Commission.
  - c. The failure to provide the DOR Form to the City hereunder, unless excused by the City or the CVB is unable to provide the form in a timely manner due to circumstances beyond its control.

- d. The collection of room tax owed to the City.
  - e. The failure to expend the Room Tax revenues submitted to it for those purposes outlined in paragraph 2 and in compliance with the Room Tax Act.
9. Term. This Agreement shall remain in effect for a period of two(2) years from the effective date of this Agreement.
10. Termination.
- a. The City or its Room Tax Commission may terminate this Agreement at any time for cause, if(i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including but not limited to, the intentional misuse of the Room Tax revenues for purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (30) days of the CVB's receipt of written notice from the City or its Room Tax Commission containing a sufficient description of the material breach alleged, or (ii) the CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act.
  - b. The City or its Room Tax Commission may terminate this Agreement upon thirty (30) days' written notice, without cause, prior to the beginning of the fourth calendar quarter. The City and Room Tax Commission will remain liable for room tax owed during the quarter that notice is given.
  - c. In the event of termination, all funds in the possession of the CVB shall remain the property of CVB. However, the City shall make no further remittances to the CVB under this Agreement, beyond its obligations upon termination under para. b.
  - d. Following termination, the City or its Room Tax Commission shall have no further obligation to the CVB. However, the obligations of CVB to provide an accounting or audit as described in paragraph (6)(b) and a report as described in paragraph (6)(d), shall survive termination of this Agreement.
11. Indemnification and Hold Harmless. The CVB shall indemnify, save and hold harmless the City and all its officers, agents, employees and Room Tax Commission from any and all claims, demands, action, or causes of actions of whatever nature and character, arising out of or by reason of the execution or performance of work or services provided herein, except upon the sole negligence or willful misconduct of the City or its Room Tax Commission and further agree to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising hereunder.
12. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.
13. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.
14. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin.
15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to



be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.
18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, comprising 17 paragraphs, as of the date first above written.

**CITY OF WAUSAU**

By: \_\_\_\_\_  
Katie Rosenberg Mayor

Countersigned: \_\_\_\_\_  
Kaitlyn A. Bernard, City Clerk

**CITY OF WAUSAU ROOM TAX COMMISSION**

By: \_\_\_\_\_  
Michael Martens, Chair

Attest: \_\_\_\_\_  
Tim VanDeYacht, Vice Chair

**Wausau Central Wisconsin Convention & Visitors Bureau, Inc.**

By: \_\_\_\_\_  
Timothy White, Executive Director

Attest: \_\_\_\_\_  
\_\_\_\_\_, CVB Board President

## **JOINT FINANCE COMMITTEE AND ROOM TAX COMMISSION MEETING**

Date and Time: Tuesday, November 28, 2023 @ 6:00 P.M., Council Chambers

Finance Committee Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens

Room Tax Commission Members Present: Michael Martens, Lisa Rasmussen, Chad Henke, Tim VanDeYacht, Lindsey Lewitzke

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Liz Brodek, Kody Hart

Noting the presence of a quorum Chairperson Rasmussen called the Finance Committee meeting to order at 6:03 P.M.

Noting the presence of a quorum Chairperson Martens called the Room Tax Commission to order at 6:03 P.M.

### **Minutes of the previous Room Tax Commission meeting (09/25/2023).**

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

### **Discussion and possible action regarding renewal of the Tourism Entity Agreement with the Wausau/Central Wisconsin Convention and Visitors Bureau.**

Tim White, Executive Director of the Wausau/Central Wisconsin Convention and Visitors Bureau presented on the ongoing operations of their organization and upcoming initiatives. The organization is seeking a two-year contract as opposed to a one-year contract that has been historically renewed on that basis.

*Link to the presentation provided: <https://www.wausauwi.gov/home/showpublisheddocument/10292>*

Rasmussen stated that the flow of financial and results standards information has improved significantly.

Lewitzke questioned various line items of the proposed contract and budget which were answered by White and Jodi Maguire, Director of Operations of the Wausau/Central Wisconsin Convention and Visitors Bureau.

Diny questioned if reports and results will come in annually. It was stated that a report would be provided quarterly and the CVB staff would be available for further questions and results.

The Finance Committee and the Room Tax Commission decided not to go into Closed Session on this matter.

Motion by Watson, seconded by Diny, to approved from the Finance Committee. Motion carried 5-0.

Motion by Lewitzke, seconded by Henke, to approve from the Room Tax Commission. Motion carried 4-0, with VanDeYacht abstaining.

### **Adjournment**

Motion by Watson, seconded by Diny, to adjourn the Finance Committee. Motion carried.

Motion by VanDeYacht, seconded by Henke, to adjourn the Room Tax Commission. Motion carried.

Meeting adjourned at 7:00 P.M.

*For full meeting video on YouTube: <https://www.youtube.com/watch?v=iEVAqemaSf4>*



Visit  
**WAUSAU**

RIB MOUNTAIN - SCHOFIELD - WESTON - WAUSAU

# WHERE HAVE WE BEEN?



# A CVB WITH A FOCUS ON EVENTS & TRADITIONAL MEDIA

- Previous CVB team comprised of a sports director and a marketing / operations manager.
- 50% of the time was dedicated to organizing and partially running sporting events across the region including outside the immediate area.
- \$\$ spent was mostly in traditional marketing such as print with little emphasis on reaching outside the immediate area.



# TRANSITION / COVID-19



# THE DIGITAL AGE

- Data is at our fingertips
- The evolution of the smart phone has jumpstarted the age of allowing those to find information at anytime
- It has also allowed all of us to learn more about its visitors their activities, desires, etc.





# OUR MISSION



**We are a regional tourism organization providing resources, marketing, and leading strategic cooperation with other organizations. Our CVB fosters excellent visitor experiences, positioning our region as a destination community.**



# OUR VISION



**A premiere tourism marketing organization developing the greater Wausau Region as an outstanding destination.**



# OUR VALUES



- Integrity
- Collaboration
- Hospitality
- Stewardship
- Transparency
- Community
- Quality of Life



WHAT ARE WE DOING NOW?



# A DRAMATIC CHANGE TO OUR CVB LANDSCAPE IN 2021

simpleview 



ZARTICO





simpleview 



**Things To Do**

**Food & Drink**

**Events**

**Places To Stay**

**Plan Your Trip**



# Explore the Mountain Biking Capital of the World

Read More →





# A Fisherman's Paradise

Cast a line on the OBX >



## Welcome to the Outer Banks

The Outer Banks of North Carolina offers a welcome relief from crowded cities and overrun vacation spots. In fact, you won't find any cities on the Outer Banks, just 100+ miles of wide-



## Hip-Hop in NYC

From legendary artists to iconic venues, explore

# Visit Eau Claire

Eau Claire, Wisconsin, could probably lay claim to being “The Indie Capital of the Midwest,” but trademarking that would be far too corporate a move for this independent-minded [university town](#). Instead, Eau Claire, located at the confluence of the crystal clear Eau Claire and Chippewa Rivers, goes its own way and encourages everyone who visits to come along for the ride. This is where farm kids grow up to be [artists](#) and entrepreneurs. Where alternative is a positive. Where attitude is more important than age. Where hospitality is legit. Where originality is celebrated. In other words, indie.

Read all about our city's [cultural renaissance](#).

Check out Eau Claire's amazing neighbors as well: [Osseo](#), [Town of Union](#), [Town of Wheaton](#), [River Prairie](#) and the [City of Altoona](#).



## BOOK YOUR STAY



## A Cultural Renaissance

From the get-go, the objective of the project was always to authentically tell the story of the destination. Everything about Eau Claire is artsy and playful, and their marketing efforts simply weren't reflecting that.

To address this, the destination marketing organization (DMO) went through an extensive rebrand process, starting with a thoughtful evaluation of what the destination is "here and now," and uncovering a pattern of perceptions articulated by business owners, community leaders, residents, those who once lived in Eau Claire and chose to return, visitors and reporters.

The new brand, with its colorful original type treatment and iconography, was officially launched on Visit Eau Claire's website and social media channels in late-2018, and was then displayed prominently in signage, merchandise and printed materials at the new visitor center shortly thereafter.

The city - and the DMO - had gone through a revitalization, and it was time for their website to do the same.



*Visit*  
**WAUSAU**

**RIB MOUNTAIN • SCHOFIELD • WAUSAU • WESTON**

# Welcome to **GREATER WAUSAU!**

## WISCONSIN'S ULTIMATE OUTDOOR BASECAMP

*Embrace Adventure, Bask in Comfort!*

Nestled in Wausau/Central Wisconsin, discover the quintessential spot to anchor your explorations.

Experience a tapestry of seasons with enriching outdoor pursuits, vibrant arts and culture, eclectic festivals, curated shopping experiences, and savory dining delights.

**BEGIN YOUR JOURNEY!**

Sign-up to receive our  
**NEWSLETTER**

Keep up on the latest in Wausau →



# NEW WEBSITE





# MUNICIPALITY MICRO-SITES

EXPLORE THE COMMUNITIES OF RIB MOUNTAIN, SCHOFIELD, WAUSAU AND WESTON



## Rib Mountain

Wisconsin's Outdoor Rec Basecamp!

[LEARN MORE →](#)



## Schofield

Wisconsin's Waterside Basecamp!

[LEARN MORE →](#)



## Wausau

Wisconsin's Cultural Basecamp!

[LEARN MORE →](#)



## Weston

Wisconsin's Sports Basecamp!

[LEARN MORE →](#)

- Each member municipality features filters the activities, events, and attractions for each location.



# VILLAGE OF RIB MOUNTAIN

Welcome to the picturesque Village of Rib Mountain, Wisconsin – a captivating destination that blends natural beauty, recreational splendor, and small-town charm. Nestled amidst the gentle rolling hills and lush forests of Marathon County, Rib Mountain offers visitors a truly enchanting experience. From its iconic namesake, [Rib Mountain State Park](#), boasting breathtaking panoramic views from its summit, to its warm and welcoming community, this town invites you to explore its rich history, embrace outdoor adventures, and revel in the tranquility of nature. Whether you seek thrilling hiking trails, heartwarming cultural events, or simply a peaceful retreat from the hustle and bustle of everyday life, Rib Mountain promises an unforgettable escape in the heart of Wisconsin.

## DID YOU KNOW?

Rib Mountain was named the number one place for young families to live in Wisconsin by Lending Tree.

[Visit the village website.](#)



### Restaurants

Restaurant Options

[READ MORE →](#)



### Things to do

[READ MORE →](#)



### Lodging

Hilton Garden Inn

[READ MORE →](#)



### Events

[READ MORE →](#)



# WAUSAU

## WAUSAU

Wausau is the employment, transportation, healthcare and cultural hub of the region. Wausau is proud of a vibrant downtown, outstanding local arts scene and a growing urban waterfront along the Wisconsin River.

The city offers unique open space like the 400 Block and innovative playgrounds like Riverlife Park, along with three renovated neighborhood pools.

## DID YOU KNOW?

The River's Edge Trail spans more than 10 miles of shoreline along the Wisconsin River.

"Wausau, Wis., with a median home price of \$228,770 and an estimated monthly mortgage payment of \$1,482, came out on top, spurred by low rates of unemployment and crime. Cities in Indiana, Missouri and North Dakota followed." - Best Places to Buy a House on a Budget, New York Times. 3/30/23

[Visit their website](#)



# REVENUE GENERATING

## EVENTS

**OCT 28**  
October 28 - November 26  
**Birds in Art 2023**  
Leigh Yawkey Woodson Art Museum  
[READ MORE →](#)

**OCT 28**  
October 28 - November 11  
**Blossom of Lights**  
Monk Botanical Gardens  
[READ MORE →](#)

**OCT 28**  
October 28 - November 11  
**Day of the Dead Celebration & Movie with 4-H | Wausau**  
Marathon County Public Library  
[READ MORE →](#)

[SEE ALL EVENTS](#)



SPONSORED

## OWL RIDGE - WI #1 LUXURY CABIN

Nestled by thick woods, the sounds of nature, and dappled sunlight, Owl Ridge Cabin is a contemporary luxury getaway with unmatched privacy and a spa-like bathroom to relax, refresh, and rejuvenate your soul. Just 10 minutes from downtown.

[READ MORE](#)



SPONSORED

## THE PERFECT PLACE TO GATHER

Come enjoy carefully crafted entrees, premium starters, and of course, delectable desserts at The CHAR Grillhouse.

[READ MORE](#)



# VISITOR GUIDE & QUESTIONNAIRE

## VISITOR GUIDE

Our Visitors Guide is updated yearly to help your **plan the perfect trip** to greater Wausau. The guide features **things to do, dining, attractions, places to stay, and event** info in **Wausau, Weston, Rib Mountain, and Schofield**.

To receive a Visitors Guide by mail, please complete the form below. If you are already in the area, and want to pick up a physical copy, call 715-355-8788 for a list of locations that carry the Visitors Guide.

You can also view a digital copy below.

[VIEW OUR 2023 GUIDE ONLINE](#)

### Looking for more information on the Wausau area?

Select the items that interest you, then fill out the form below to receive additional information.

Send me a FREE official Wausau/Central Wisconsin Visitors Magazine!

Visitors Guide

Yes...I'd like to receive a quarterly newsletter by e-mail.

To better serve you, please tell us your interests::

Outdoor Recreation

Arts & Culture

Family Fun

Relocation

Weekly E- Newsletter

Monthly E-newsletter

Please Share Any Other Interests::

### Visitors Guide Request

First Name\*

Easy survey

Aimed to garner insight into what the visitor is looking for

Follow up done by CVB Staff

Creates database of visitation

Each week get 5-20 leads with opportunities

- Email Newsletters
- SMS Text Messaging (coming soon)



- HOME
- SITEMAP
- ASSETS
- MODULES
- SETTINGS

## Tasks ? +

[See All](#)


All your tasks are complete!

## At A Glance... ?

14  
Active Users ?



157,632  
Member Views ?



00:01:36  
Avg. Session  
Duration ?



18,591  
Pageviews ?

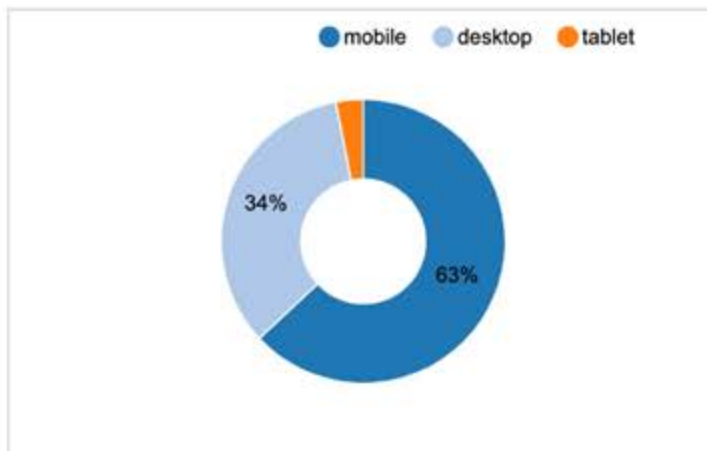


## Action Items ?

245	Listings - Without Media
2	Sitemap - Pages with Autosaved Drafts Expiring Soon
45	Sitemap - Primary - Unpublished Pages

## Stats ?

Devices ▼



## Top Pages ?

Week ▼

1.	2,515	/
2.	1,990	/restaurants/
3.	1,540	/outdoor-activities/parks/
4.	1,239	/outdoor-activities/
5.	1,058	/events/wausau-area-events-calendar/
6.	922	/events/
7.	785	/outdoor-activities/hiking-trails/
8.	688	/things-to-do/shopping-retail/

## Site Activity ?

2  
Month ▼

# A WEBSITE IS NEVER EVER DONE.

Consistently updated, maintained and manicured

Partnerships

Communication

StoryTelling Ideas



*Creates dynamic content that can be used towards promotion & visitor attraction*





# ZARTICO

## WHAT IS IT?

Zartico harnesses and streamlines complex data to provide a full spectrum of data science, benchmarking, and analytical services for use in marketing, community development, and sustainability efforts.

## HOW ARE WE USING IT?





TO SERVE ADVERTISING  
TO SERVE MUNICIPALITIES  
TO SERVE THE COMMUNITY



# Where are your visitors from?

Source: Near

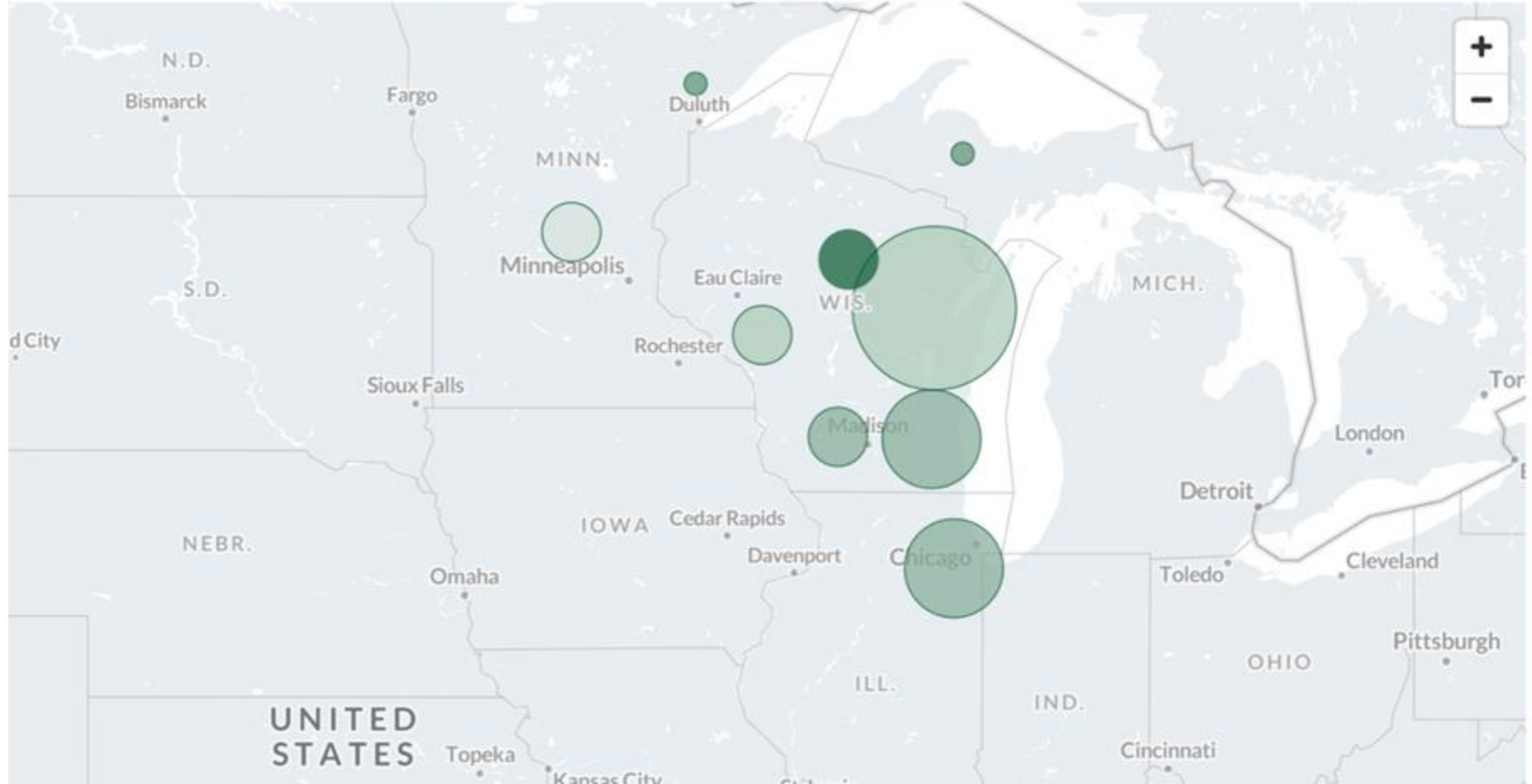
Better understand where visitors are coming from, including the percentage of visitors from out-of-state, top DMAs and how they relate to the percentage of visitors, percentage of visitor spend and average visitor spend.



## Out-of-State Visitors

# 48.2%

## Top Origin Markets - In-State & Out-of-State



% Cardholders - 25-54

**50%**

% Cardholders - \$100K+

**24%**

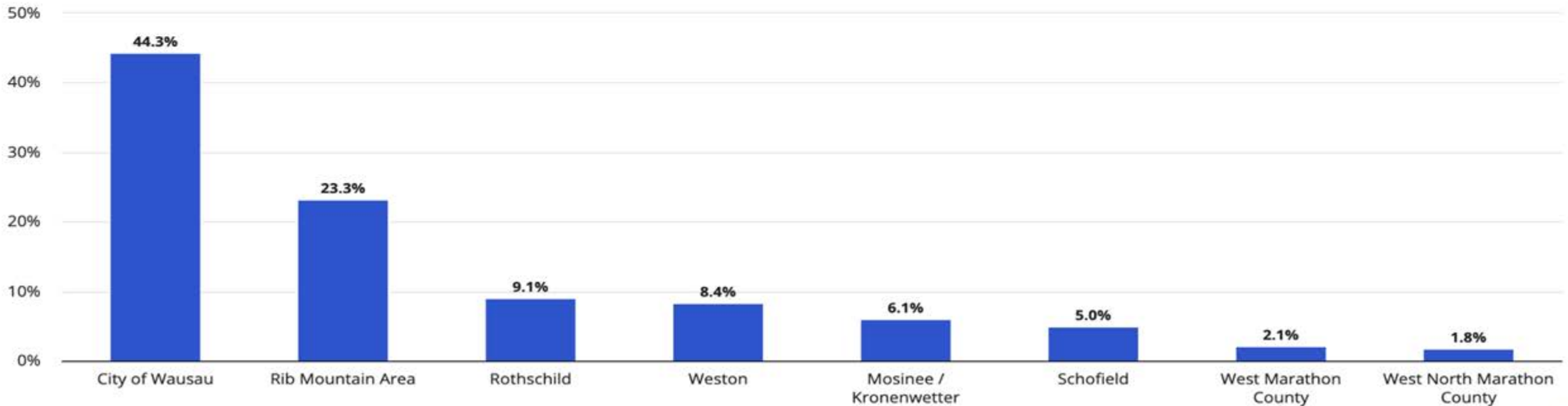
% Cardholders Children in Household

**47%**

## Where do your visitors go?

Source: Near  
Better understand where visitors are spending time in your destination, including the percentage of top visited regions and overnight stays.

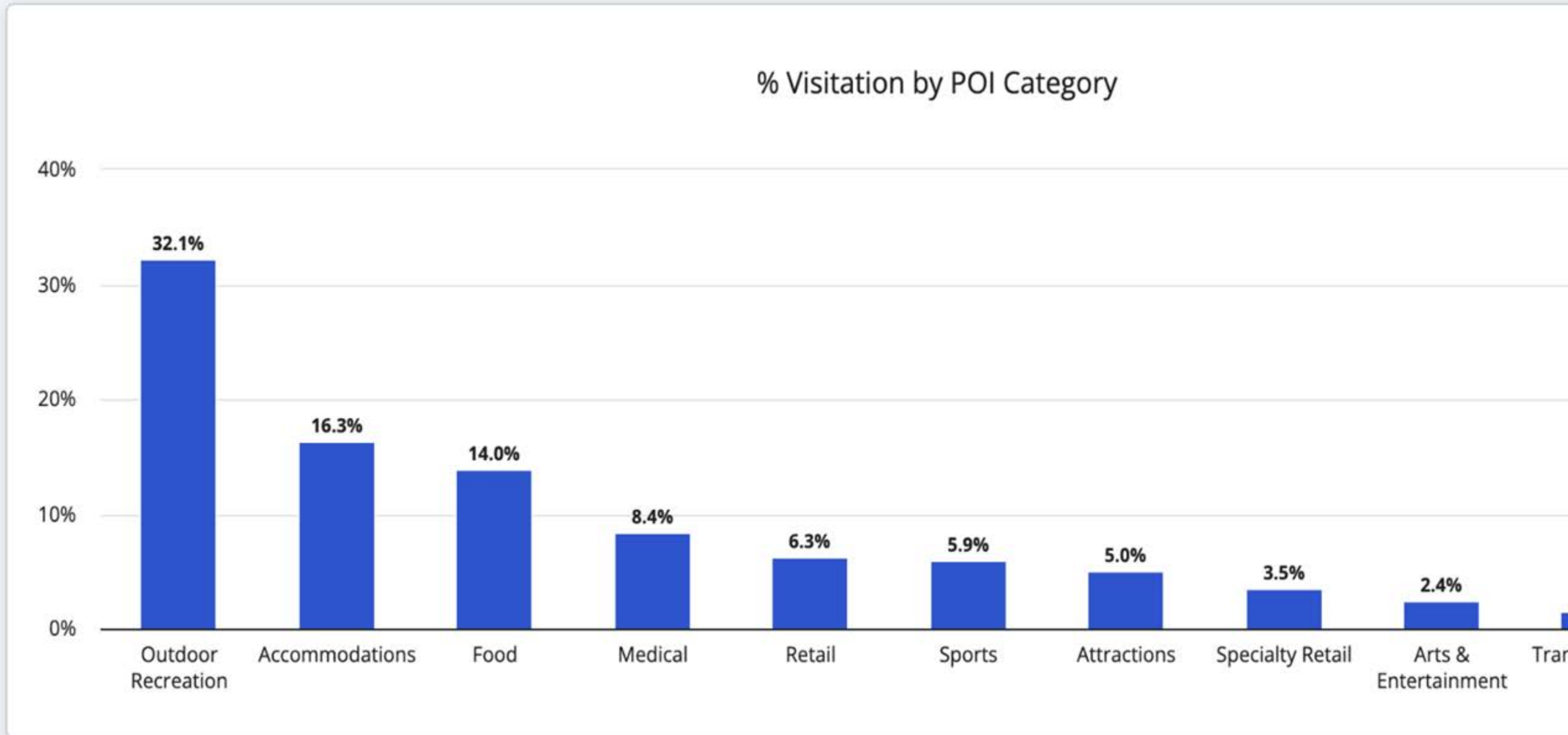
% Visitation by Region



# What types of point of interest do your visitors go to?

Source: Near

Better understand where visitors are spending time in your destination by looking at the percentage of visited POI categories.



Launched September 2023

Library ID: 624381966569317

Active

Started running on Sep 21, 2023

Platforms

See ad details

**Visit Wausau: Wausau/Central Wisconsin CVB**  
Sponsored

Re-discover the reason you love Fall when you're in Wausau. From apple picking to biking over crunchy leaves, there's something to make everyone smile.



VISITWAUSAU.COM

**Wausau's Fall Bucket List**

Embracing Autumn's Splendor: Your Ultimate Fall Getaway to Wausau, Wisconsin and the surrounding area. This Fall Bucket List will help you...

Learn more

Library ID: 643027711307989

Active

Started running on Sep 21, 2023

Platforms

This ad has multiple versions

See ad details

**Visit Wausau: Wausau/Central Wisconsin CVB**  
Sponsored

Take advantage of outdoor activities for every interest in the official Outdoor Basecamp in central Wisconsin. Not sure where to start? We've got you covered.



VISITWAUSAU.COM

**Explore Wausau's Outdoor Basecamp**

Learn More

Library ID: 1013520043030254

Active

Started running on Sep 21, 2023

Platforms

See ad details

**Visit Wausau: Wausau/Central Wisconsin CVB**  
Sponsored

Grab a bite at any of our local Greater Wausau favorites. Perfect for any craving, check out our top picks!



VISITWAUSAU.COM

**Grab a Bite in Wausau, WI**

One thing that makes dining in Wausau unique are the number of local restaurants that offer farm-to-table fare. Using ingredients and products...

Learn more

Library ID: 1708160789644964

Active

Started running on Sep 21, 2023

Platforms

See ad details

**Visit Wausau: Wausau/Central Wisconsin CVB**  
Sponsored

Book your next stay in the Wausau Area today with listing options at your fingertips.

@Hilton Garden Inn Wausau



VISITWAUSAU.COM

**Book Your Stay in the Wausau Area**

Looking for places to stay in Wausau? Find accommodations like cozy vacation rentals, bed and breakfasts, and hotels. Browse our list and bo...

Learn more

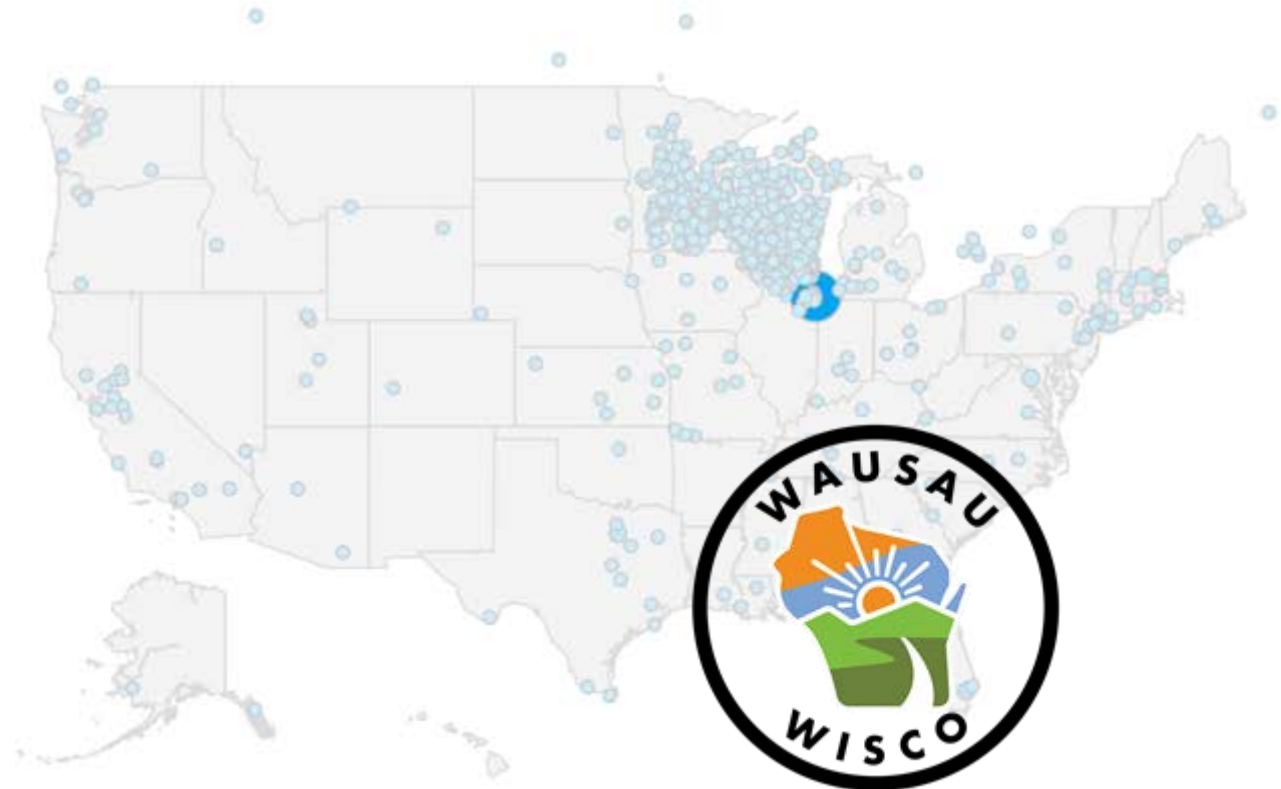


Tourism  
**TOWN HALL**

RIB MOUNTAIN • SCHOFIELD • WAUSAU • WESTON

## Paid Search By City (Clicks)

City	Total Clicks
Chicago	4,005
Wausau	1,364
Minneapolis	1,350
Alexandria	629
Milwaukee	566
Saint Paul	489
Weston	324
Kronenwetter	293
Madison	213
Arlington	184
Maplewood	179
Rockford	171
North Saint Paul	154
Brooklyn Park	141
Fitchburg	138
West Milwaukee	133
Stevens Point	118
Appleton	107
Rothschild	106



# OVERALL TRAFFIC SUMMARY

Jul 1, 2023 - Sep 30, 2023

Active Users

137,048

↑ N/A

Conversions

37,501

↑ N/A

Engaged Sessions

104,072

↑ 223.7%

Engagement Rate

60.61%

↓ -2.7%

Avg Engagement Time

00:00:49

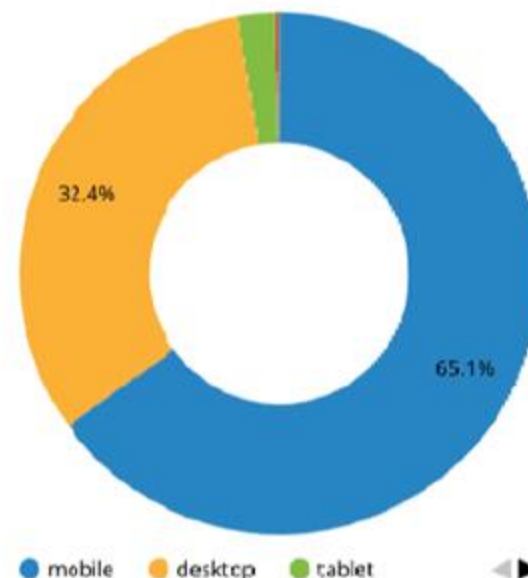
No data

Pageviews

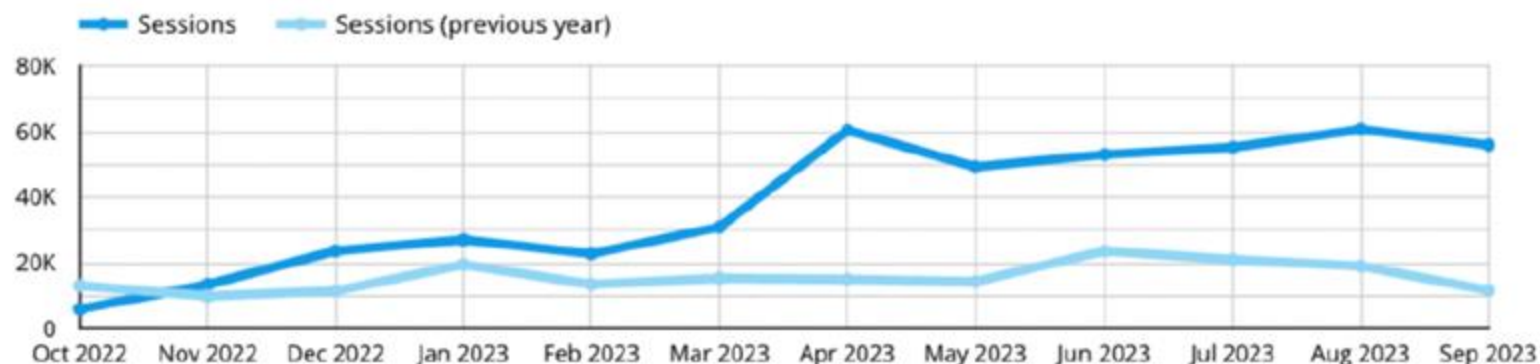
385,265

↑ 276.0%

## Device Category (Users)



## Sessions over time (Last 12 months YoY)



## By Channel

Channel	Active Users	Engaged Sessions	Avg Engagement Time
organic search	54,116	51,473	00:01:08
direct	32,738	6,277	00:00:20
paid social	19,028	12,444	00:00:17
cross-network	14,680	16,968	00:00:33
paid search	11,078	11,553	00:01:46
organic social	4,762	2,220	00:00:20
referral	2,051	1,827	00:01:16
email	732	700	00:01:44

DID YOU KNOW?

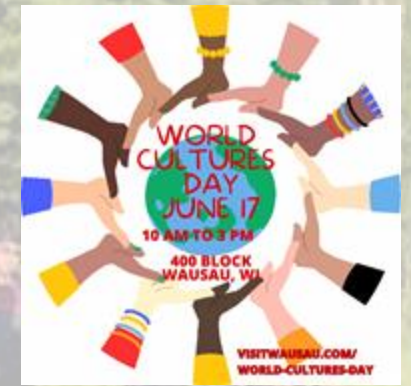




**WE PARTNER  
WE PRODUCE  
WE PROMOTE**



# WE PARTNER



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

W A U S A U ' S  
**ARTRAGEOUS**  
W E E K E N D™

WE PARTNER



# WE PARTNER



WE PARTNER



GREAT

**PINERY**™

• HERITAGE WATERWAY •



DID YOU KNOW?

THE CVB HAS SUPPLIED OR HAS  
ASSISTED IN PROVIDING

\$142,951.00

GRANT \$\$ TO LOCAL  
ORGANIZATIONS

# US MASTERS



GRANITE PEAK  
*Legendary*



GRANITE  
PEAK *Legendary*



Visit  
WAUSAU




MIDWEST  
Masters  
*TAKE IT TO THE NEXT LEVEL!*

# WE PRODUCE







A mountain biker wearing a maroon long-sleeved shirt, a white helmet, and a backpack is riding a dirt trail through a lush green forest. The rider is leaning forward, and the bike is kicking up a cloud of dust from the trail. The background is filled with dense green foliage and trees.

# WAUSAU

Day Trip

**DISCOVER  
WISCONSIN**

*Uniquely*  
WISCONSIN 





WE PROMOTE



# THE SPORTS AUTHORITY

**A SHIFT IN STRATEGY TOWARDS SEEKING LARGE SCALE EVENTS TO UTILIZE OUR VENUES AS OPPOSED TO ACTUALLY RUNNING EVENTS.**

**PROVIDING GRANTS TO COMMISSIONAIRES  
& ORGANIZING COMMITTEES**



Peoples  
STATE BANK

MARATHON COUNTY

SPORTS COMPLEX









**IRONBULL**  
TOUGHEST OF THE TOUGH

5:30:00

IRONBULL

IRONBULL

IRONBULL

IRONBULL

IRONBULL



*GREENHECK TURNER*  
**Community**  
CENTER

Greenheck-Turner  
Community Center

# NFL DRAFT TOWN HALL



Appleton  
Green Bay  
Madison  
Milwaukee  
**Wausau**

# COMMUNICATION



# WHERE YOU'LL SEE THE CVB

- **Attendance to All Tourism Meetings**
- Individual Meetings occurring consistently with stakeholders, partners and potential partners with vested interest in tourism dollars
- Quarterly financial & marketing reports sent to all municipalities within the CVB
- Grant applications & administration

# TRANSPARENCY THRU COMMUNICATION

- Quarterly Newsletter
  - Tourism News
  - Reminder of Benefits
  - Links to Social
  - Updates on what's going on at the CVB



**CENTRAL WISCONSIN PARTNER NEWS**

**PARTNER BENEFITS**

Explore the benefits of being a partner online and region-wide.

[EXPLORE](#)

**ELSEWHERE**

-  YouTube
-  Instagram
-  Facebook
-  VisitWausau.com

**TOURISM NEWS**

4TH QTR UPDATE

Hello Gregory

We're bringing top-tier marketing to Greater Wausau. This is our debut newsletter. Feel free to contact me directly at 715-574-9878. Let's discuss how we can serve you better!

Tim White  
Executive Director

# WHERE ARE WE HEADED?

"A destination organization is responsible for promoting a **community** as an attractive travel destination and enhancing its **public** image as a dynamic place to live and **work**. Through the impact of travel, they strengthen the economic position and provide opportunity for **people** in their **community**."



Tourism  
**TOWN HALL**

RIB MOUNTAIN • SCHOFIELD • WAUSAU • WESTON

# THE FUTURE & DIRECTION

- **SMS TEXT MESSAGING thru website**
- **All in approach - tourism begins the process of economic development -**
  - **VISIT, FALL IN LOVE, FIND YOUR TOWN, MOVE.**
  - **Showcasing the amenities, the activities, the arts, the culture....**
- **Continuing building on the Basecamp Brand**
- **Exploring on technology that is ease of access to deliver direct revenue to partners**
  - **Booking Engines**
  - **Coupons**
- **Storytelling key to showcasing the various brands & activities**
- **Event RFPs for national level programming and touring acts/events**



# THE WORK OF A DESTINATION ORGANIZATION

## 1. VISIT

If you built a place where people want to visit, then you have built a place where people want to live.

## 2. LIVE

And if you built a place where people want to live, then you have built a place where people want to work.



## 4. INVEST

And if you built a place where business and residents will invest, then you have built a place where people will want to visit.

## 3. WORK

And if you built a place where people want to work, then you have built a place where business and residents will invest.

# OUR ASK: 2.5% INCREASE

- **MORE SPRING/SUMMER MARKETING CAMPAIGNS**
- **EXTEND OUR REACH TO NEW MARKETS**
- **BOOSTING OUTDOOR REC ORGANIZATIONS**
- **MORE TOOLS INSTEAD OF STAFF (CROWDRIFF)**
- **51% OF REVENUES GO DIRECTLY TO MARKETING**

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET  
MAINTENANCE COMMITTEE**

Approving pedestrian access easement with Wausau Opportunity Zone, Inc. at 300 N. 3<sup>rd</sup> Street.

Committee Action:      Approved 5-0

Fiscal Impact:           None

**File Number:**           23-1205

**Date Introduced:**      December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, Wausau Opportunity Zone, Inc. (“WOZ”) purchased the Wausau Center Mall for future development; and

**WHEREAS**, as part of the development, a walkway has been constructed in front of the Children’s Imaginarium and WOZ is requesting an easement from the City to allow pedestrian access in City right-of-way between N. 2<sup>nd</sup> and N. 3<sup>rd</sup> Streets; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee, at its June 8, 2023 meeting, discussed and recommended approval of the easement.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that it hereby approves the pedestrian access easement with Wausau Opportunity Zone, Inc. and authorizes the property city officials to execute the attached pedestrian access easement.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor

ACCESS EASEMENT

DOCUMENT NUMBER

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation ("Grantor")** and **THE CITY OF WAUSAU, WISCONSIN**, a Wisconsin municipal corporation, along with its successors and assigns (collectively, "**Grantee**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a non-exclusive permanent easement (the "**Easement**") upon, within, beneath, over and across a part of Grantor's land hereinafter referred to herein as "**Easement Area**" more particularly described as follows:

The area described as 13' Access Easement Benefitting the City of Wausau in Certified Survey Map No. 19556, Recorded in the Marathon County Register of Deeds as Document 1882621 as shown on the attached Exhibit "A".

Return to:

Parcel Identification Number (PIN)

1. **Purpose: PEDESTRIAN ACCESS** – The purpose of this easement is permit Grantee the perpetual right to enter upon the Easement Area for pedestrian right of way between the public rights of way of 2<sup>nd</sup> Street and 3<sup>rd</sup> Streets within the City of Wausau ("**Grantee's Facilities**").
2. **Construction Requirements.** No buildings or structures except surface improvements such as asphalt pavement and sidewalk shall be constructed upon or across the Easement Area, nor shall large trees be planted within the Easement Area, provided that small trees and shrubs that will not exceed eight feet in height may be planted.
3. **Disclaimer.** In granting the Easement, Grantor makes no representations or warranties of any kind whatsoever with regard thereto, it being understood and agreed that Grantee shall have sole and complete liability and responsibility for the Easement and its use and operation, and all aspects thereof. Grantee, by entering into this Agreement, covenants and agrees that Grantee is relying on its own investigation as to the condition of the Easement Area and the real estate upon which it is granted, for use in the manner as contemplated herein. Grantee covenants and agrees that Grantee is not relying in any manner upon any representation, warranty, or statement made by Grantor, its employees, or its agents as to the condition of this real property. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE EASEMENT AREA, OR THE EASEMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR

GRANTEE'S EXPRESS PURPOSE UNDER THIS AGREEMENT. NO EMPLOYEE OR AGENT OF GRANTOR IS OR HAS BEEN AUTHORIZED BY GRANTOR TO AMEND OR OTHERWISE MODIFY THIS DISCLAIMER BY WRITTEN OR ORAL MEANS AND ANY SUCH AMENDMENT OR OTHER MODIFICATION IS HEREBY EXPRESSLY DENIED BY GRANTOR.

4. **Indemnity.** Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any and all liabilities, actions, claims, judgments, damages, costs, expenses, or other amounts, including attorneys' fees, incurred as a result of any damage to property or injury or death to any person arising out of or in connection with the use or misuse of the Easement by Grantee, Grantee's negligent or intentional acts or omissions, or from Grantee's failure to comply with any of the terms or conditions of this Easement. The obligations of Grantee set forth in this Section 4 shall survive such termination of this Easement and be ongoing.
5. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
6. **Binding on Future Parties:** This grant of easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

**WAUSAU OPPORTUNITY ZONE, INC**

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named \_\_\_\_\_

**Wausau Opportunity Zone, Inc, a Wisconsin corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name \_\_\_\_\_  
Print name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[REMAINDER OF PAGE LEFT BLANK]

CITY OF WAUSAU

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as the  
\_\_\_\_\_ of the \_\_\_\_\_, and as the  
\_\_\_\_\_ of the \_\_\_\_\_, to me known to  
be the persons who executed the foregoing instrument on behalf of  
\_\_\_\_\_ and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Wisconsin  
My Commission \_\_\_\_\_

This instrument drafted by: Joseph M. Mella, Ruder Ware, LLSC, 500 N. 1<sup>st</sup> St., Suite 8000, Wausau, WI 54403

EXHIBIT A

[see attached portions of Certified Survey Map No. 19556, Recorded in the Marathon County Register of Deeds as Document 1882621]



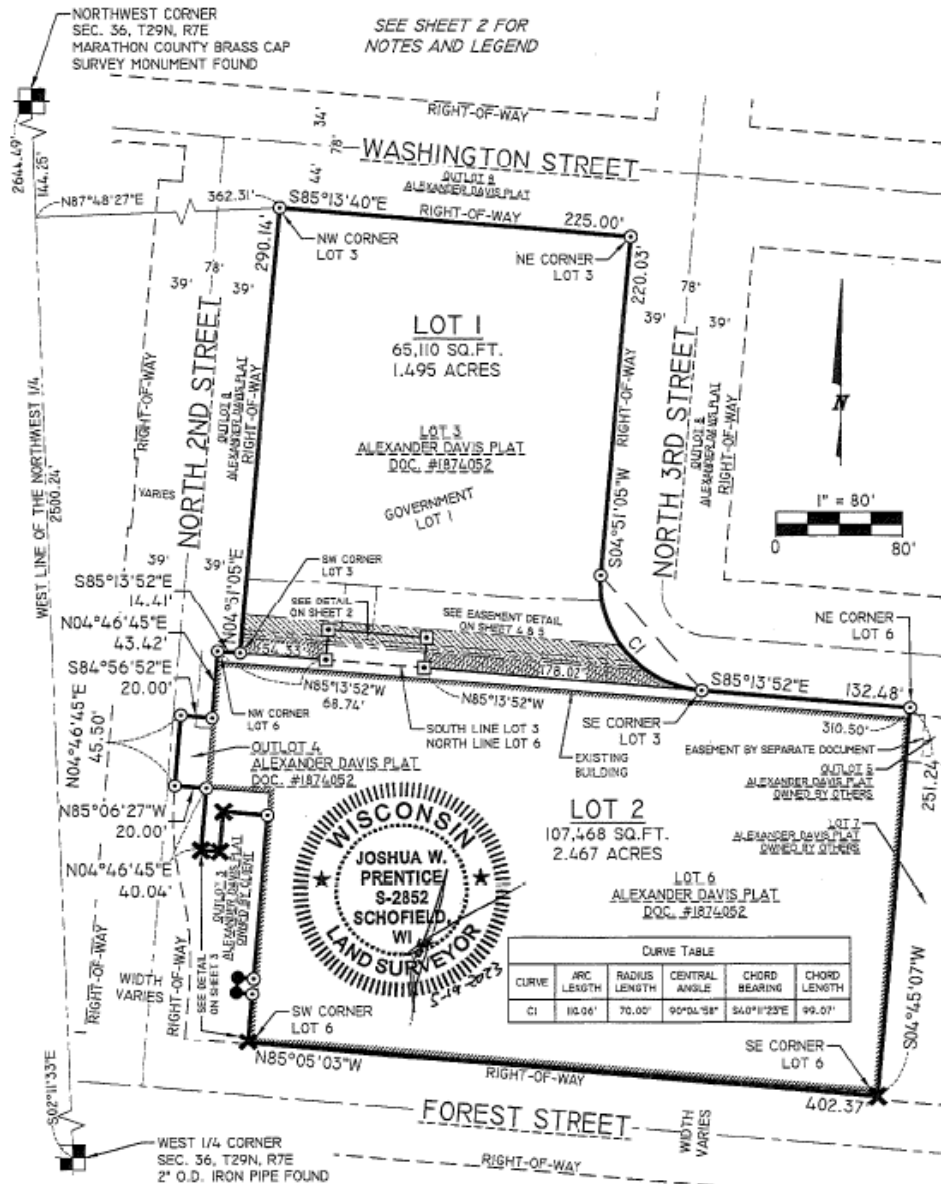


CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
 4080 N. 20TH AVENUE, WAUSAU, WI 54401  
 (715) 875-9784

**MARATHON COUNTY CERTIFIED SURVEY MAP**  
 MAP NO. \_\_\_\_\_

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.  
 LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,  
 RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER  
 OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29  
 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.





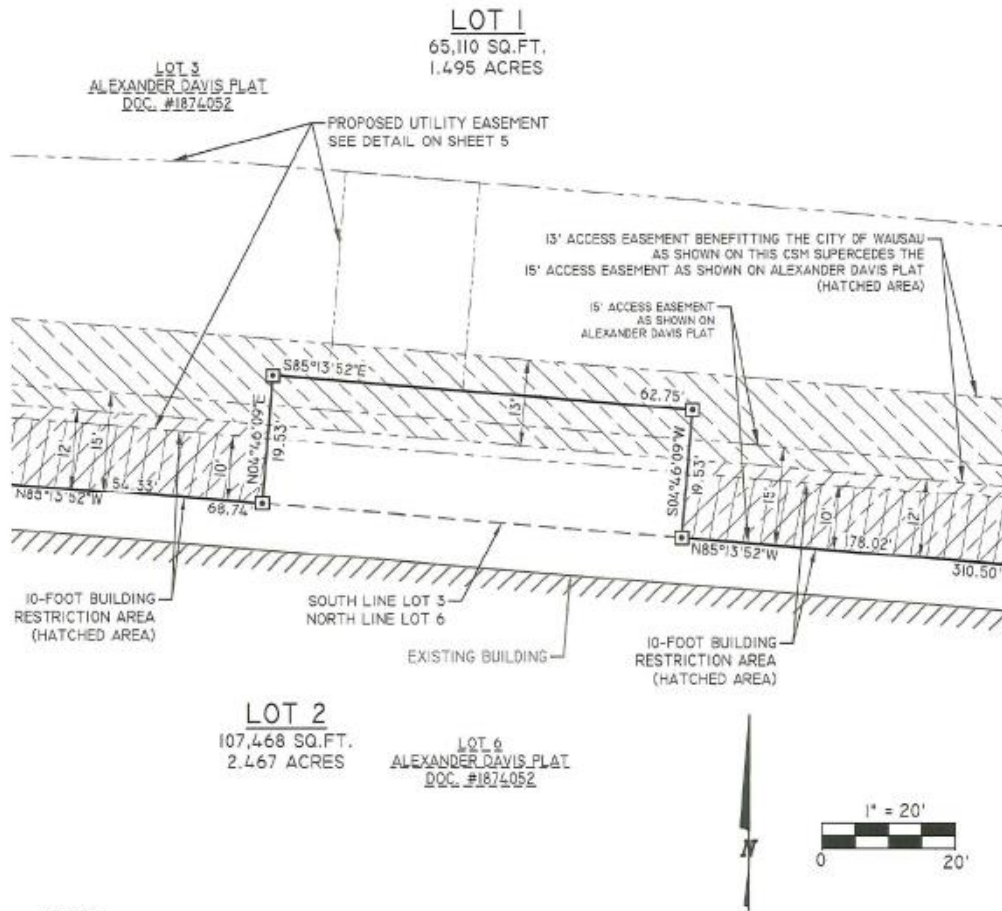
**REI** CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
 4080 N. 20TH AVENUE, WAUSAU, WI 54401  
 (715) 875-9784

**MARATHON COUNTY CERTIFIED SURVEY MAP**

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

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.  
 LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 05-05-2023.
  2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.
  3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

LEGEND	
	- DRILL HOLE SET IN CONCRETE
	- 1 1/4" O.D. IRON PIPE FOUND
	- DRILL HOLE FOUND
	- CHISELED "X" FOUND
	- MEASURED BEARING/LENGTH



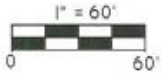
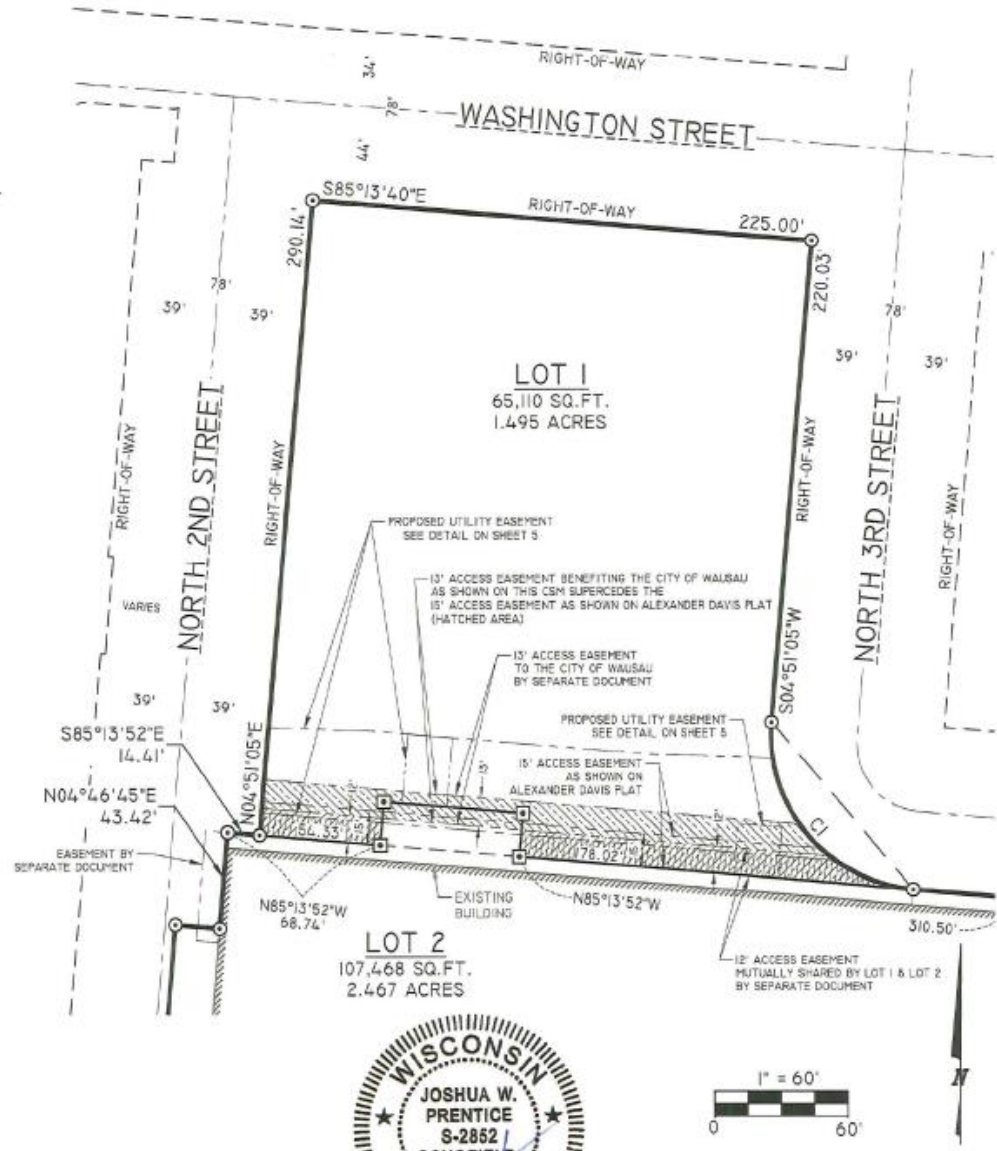
**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING**  
 4080 N. 20TH AVENUE, WAUSAU, WI 54401  
 (715) 875-9784

**MARATHON COUNTY CERTIFIED SURVEY MAP**

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

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.  
 LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,  
 RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER  
 OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29  
 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



LEGEND	
	- DRILL HOLE SET IN CONCRETE
	- DRILL HOLE FOUND
126.00' - MEASURED BEARING/LENGTH	

DRAWING FILE: P:\9400-9499\9485 Ghidorzi Mall\dwg\Survey\9485 CSM.dwg

SHEET 4 OF 8

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: June 8, 2023, at 5: 15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Chad Henke, Lisa Rasmussen, Gary Gisselman, Doug Diny

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

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

Noting the presence of a quorum, at approximately 5: 15 p.m. Chair Larson called the meeting to order.

### **Discussion and possible action on easements with Wausau Opportunity Zone, Inc. for pedestrian access between North 2<sup>nd</sup> Street and North 3<sup>rd</sup> Street**

---

Wesolowski stated there will be a walkway in front of the Imaginarium when developed. An easement would be granted so that pedestrians could walk between 2<sup>nd</sup> and 3<sup>rd</sup> Streets.

Larson asked who would be paying for this. Wesolowski said there is no cost involved. WOZ would be giving an easement to the City for pedestrian access. Gisselman asked if the City would be responsible for maintaining the pedestrian walkway. Wesolowski indicated the area would be built and maintained by WOZ. Pedestrians would have the right to use the area. Henke asked if this would be public property. Wesolowski said it is private property owned by WOZ; WOZ would be granting public the right to use it.

Henke moved to approve. Diny seconded and the motion passed 5- 0.

Agenda Item No.

5

*STAFF REPORT TO CISM COMMITTEE – June 8, 2023*

<b>AGENDA ITEM</b>
Discussion and possible action on easements with Wausau Opportunity Zone, Inc. for pedestrian access between North 2 <sup>nd</sup> Street and North 3 <sup>rd</sup> Street
<b>BACKGROUND</b>
The proposed easement is for pedestrian access across Wausau Opportunity Zone parcel as shown on the enclosed Certified Survey Map. The pedestrian access is between N. 3 <sup>rd</sup> Street and N. 4 <sup>th</sup> Street.
<b>FISCAL IMPACT</b>
None
<b>STAFF RECOMMENDATION</b>
Staff recommends approval.
Staff contact: Allen Wesolowski 715-261-6762

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into a Acquisition/Housing Development Activity.

Committee Action:      Approved 5-0

Fiscal Impact:         -0-

File Number:           23-1206

Date Introduced:       December 19, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: CDBG</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: approximately \$96,545</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount                    Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

WHEREAS, the City of Wausau through its Community Development Department authorized 2020, 2021, and 2023 Community Development Block Grant (CDBG) funds to assist with the development of a new Outreach Park on Jefferson Street and a combination of administration funds;

WHEREAS, the Outreach Park is no longer moving forward;

WHEREAS, unused Administration Funds are dated back to 2020;

WHEREAS, the need for affordable housing has been identified by the 2020-2024 CDBG Consolidated Plan and Common Council has previously recommended staff to develop additional rental housing for income qualifying households;

WHEREAS, the Citizens Advisory Committee held a public hearing on November 7, 2023 to received public comment of said reprogramming of funds to be used towards the acquisition, testing, architectural and other CDBG approved development fees to construct a new rental apartment complex and recommends the reprogramming of \$100,000 that was previously allocated towards the Outreach Park and \$90,000 of 2020 and 2021 administration funds.

BE IT RESOLVED that the Common Council of the City of Wausau hereby authorizes the reprogramming of \$100,000 from the 2023 Outreach Park and \$90,000 in administration funds from the 2020 and 2021 allocation into the Acquisition/Development activity, and

BE IT FURTHER RESOLVED that the proper city officials and staff are hereby authorized and directed to execute any and all documents or agreements which are necessary to accomplish the reprogramming of funds.

Approved:

---

Katie Rosenberg Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

**Discussion and possible action on the Authorization of Reprogramming of Community Development Block Grant unused 2020, 2021 and 2023 program year funds into an Acquisition/Housing Development Activity.**

Motion by Lukens, seconded by Martens, to approve. Motion carried 5-0.



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

<b>RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE</b>	
<p>Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system on 72<sup>nd</sup> Avenue between Stewart Ave and Packer Dr.</p> <p>Committee Action:      Approved 5-0</p> <p>Fiscal Impact:         If grant is not awarded: none                                          If grant is awarded: future commitment of 20% (\$215,372) of approved construction costs, design costs, and state review fees between 2024 and 2028.                                          Total project cost estimated at \$1,076,862.</p>	
<b>File Number:</b> 23-1207	<b>Date Introduced:</b> December 19, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$215,372</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$861,490</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, the Wisconsin Department of Transportation has made Transportation Alternatives Program (TAP) grant funding available for the 2024-2028 grant cycle; and

**WHEREAS**, the TAP grants are awarded to communities to improve alternative transportation infrastructure; and

**WHEREAS**, the Wausau business campus is growing and the City has planned for improvements to the business campus to ensure that jobs are retained and expanded; and

**WHEREAS**, the segment of trail on 72nd Avenue from International Drive to Stewart Ave has been constructed and is now open; and

**WHEREAS**, there are no bicycle and pedestrian accommodations at the Highway 29 interchange; and

**WHEREAS**, the proposed segment of trail would extend the 72<sup>nd</sup> Ave trail and create safe access to Sunnyvale Park for area employees and residents; and

**WHEREAS**, the development of bicycle and pedestrian trails would enhance the environment for employees, businesses and visitors to the Wausau Business Campus, and improve the transportation options and connectivity for employees of the business campus; and

**WHEREAS**, the proposed project is part of the adopted Business Campus Trail Conceptual Master Plan; and

**WHEREAS**, the city's Bicycle and Pedestrian Advisory Committee reviewed the proposed project and is supportive of the plan; and

**WHEREAS**, the City has received letters of support of the business campus trail system from businesses in the business campus; and

**WHEREAS**, the Transportation Alternative Program (TAP) of the Wisconsin Department of Transportation would cover up to 80% of approved project costs; now therefore

**BE IT RESOLVED** that the Common Council of the City of Wausau hereby supports the proposed project of the Business Campus Trail, from on 72<sup>nd</sup> Avenue from Stewart Ave to Packer Drive; and

**BE IT FURTHER RESOLVED** that the Common Council supports the application of this project to the Wisconsin Department of Transportation's 2024-2028 Transportation Alternative Program, including local cost share requirements of the program.

Approved:

---

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

**Discussion and possible action on approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system on 72<sup>nd</sup> Avenue between Stewart Avenue and Packer Drive**

---

Rasmussen moved to approve. Henke seconded and the motion carried 5-0.

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

<b>RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE</b>	
Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 84th Avenue and Innovation Way.	
Committee Action:	Approved 5-0
Fiscal Impact:	If grant is not awarded: none If grant is awarded: future commitment of 20% (\$395,336) of approved construction costs, design costs, and state review fees between 2024 and 2028. Total project cost estimated at \$1,976,678.
<b>File Number:</b>	23-1208
<b>Date Introduced:</b>	December 19, 2023

<b>FISCAL IMPACT SUMMARY</b>			
<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$395,336</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$1,581,342</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, the Wisconsin Department of Transportation has made Transportation Alternatives Program (TAP) grant funding available for the 2024-2028 grant cycle; and

**WHEREAS**, the TAP grants are awarded to communities to improve alternative transportation infrastructure; and

**WHEREAS**, the Wausau business campus is growing and the City has planned for improvements to the business campus to ensure that jobs are retained and expanded; and

**WHEREAS**, this would complete the connection between 72<sup>nd</sup> Ave and County Highway O and create a safe and enjoyable east to west bicycle and pedestrian accommodation in the business campus; and

**WHEREAS**, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

**WHEREAS**, the development of bicycle and pedestrian trails would enhance the environment for

employees, businesses and visitors to the Wausau Business Campus, and improve the transportation options and connectivity for employees of the business campus and nearby residents; and

**WHEREAS**, the proposed project is part of the adopted Business Campus Trail Conceptual Master Plan; and

**WHEREAS**, the segment of trail on 72nd Avenue from International Drive to Stewart Ave has been constructed and is now open; and

**WHEREAS**, the city’s Bicycle and Pedestrian Advisory Committee reviewed the proposed project and is supportive of the plan; and

**WHEREAS**, the City has received letters of support of the business campus trail system from businesses in the business campus; and

**WHEREAS**, the Transportation Alternative Program (TAP) of the Wisconsin Department of Transportation would cover up to 80% of approved project costs; now therefore

**BE IT RESOLVED** that the Common Council of the City of Wausau hereby supports the proposed project of the Business Campus Trail, from 84th Avenue to Innovation Way; and

**BE IT FURTHER RESOLVED** that the Common Council supports the application of this project to the Wisconsin Department of Transportation’s 2024-2028 Transportation Alternative Program, including local cost share requirements of the program.

Approved:

---

Katie Rosenberg, Mayor

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

### **Discussion and possible action on approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 84<sup>th</sup> Avenue and Innovation Way**

---

This item and the next are resolutions in support of the application to WisDOT for two sections of the Business Campus Trail system we have been working to get implemented for a while. The section from 84<sup>th</sup> Avenue to Innovation Way would connect 84<sup>th</sup> to Innovation Way to get to County Highway O. A resolution in support is required by the application.

Gisselman moved to approve. Rasmussen seconded.

Diny asked if there was a potential economic impact. Lynch stated the TAP grant is 80/20 split; 80% federal, 20% local. The staff report indicates what the local cost would be for each section. Diny questioned if that includes future maintenance and Lynch replied no. Diny does not oppose applying for this but would like to consider maintenance costs as we move forward so we know how much debt will be added.

Henke asked if we received a grant for the section built this year. Lynch confirmed and explained that every section in the Business Campus has been funded or will be funded by a TAP grant. The new section along 72<sup>nd</sup> Avenue was funded by a TAP grant. The next agenda item regarding the section south from Stewart Avenue to Sunnyvale Park was originally part of that project but had to be removed due to cost. The section from Innovation Way to 84<sup>th</sup> was also originally a part of the previous application. The section that will be built from 72<sup>nd</sup> to 84<sup>th</sup> will be built in 2026.

Larson added that this is needed as there are no sidewalks and people have to walk in the street or on the grass. Rasmussen feels the trail is essential in the Business Campus because it reduces the conflict between pedestrians, bicycles, and trucks. This is one way to make the area safe and enhance walkability. It is important to note the City's match portion for a lot of the trail sections in the Business Campus have been secured with tax increment financing without taking on additional debt.

Diny feels 80/20 generally isn't a bad deal but we still have to fund it. He asked if we had some foundation support on other trails rather than using bonds or TIDs. Lynch stated the foundation support was for the River Edge Trail extensions. TAP money was not a good fit for the River Edge Trail. Lynch does not know if this would be a good application for the foundations because there are alternative grants we can apply for. The section of the River Edge Trail south of Thomas Street is not in a TID or within a ½ mile of one. Its funding options are very limited so it was a good case for foundation support. Lynch explained the timing of this funding; applications are in now, it is decided in 2024, and then it is about 2 years before we can touch the money due to approval and design that needs to be done. We are still a couple years away from needing to budget for this.

Diny assumes there is support from the businesses in the area. Lynch stated a Business Campus Trail Plan was done in 2018-2019, which was in response to the business's desire to have safe walking places for their employees. Additionally, as the residential area increases, this will provide access to Sunnyvale Park. Eventually when Stewart Avenue is redone, one will be able to go from 48<sup>th</sup> Avenue to County Highway O on the trail.

Diny asked if the trail would be plowed in the winter. Lynch indicated it is a requirement of TAP funding to have the trail open year-round. The boardwalk on 72<sup>nd</sup> Avenue is being maintained by the Park Department.

There being a motion and a second, motion to approve carried 5-0.



# STAFF REPORT

**To:** Capital Improvements and Street Maintenance Committee  
**Prepared By:** Andrew Lynch, AICP Asst City Planner  
**Date:** December 5, 2023

---

---

Resolutions supporting applications for Transportation Alternatives Program funds for two Business Campus trail sections.

## **Background:**

The City of Wausau has submitted two applications for the 2024-2028 cycle of the Transportation Alternatives Program (TAP) for Business Campus multi-use trails. TAP funds are federal dollars administered by the state to build bicycle and pedestrian infrastructure and programs. An application requirement is a demonstration of local support in the form of a resolution. Previously, TAP funds were successfully awarded for the 72<sup>nd</sup> Ave trail project and the upcoming trail between 72<sup>nd</sup> Ave and 84<sup>th</sup> Ave.

## **The two projects applied for:**

- 72<sup>nd</sup> Ave South Extension: This would extend the current trail south from Stewart Ave, under Highway 29, and provide access to Packer Dr and Sunnyvale Park.
- East West Connection: Connect 84<sup>th</sup> Ave to Innovation Way. This would provide an alternative to Highland Drive or Stettin Drive to access CTH O.

## **Fiscal Impact:**

City would be responsible for the 20% local share in a budget year beyond 2024.

- 72<sup>nd</sup> Ave South Extension: \$215,372 local share
- 84<sup>th</sup> Ave to Innovation Way: \$395,336 local share

## **Staff Recommendation:**

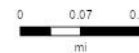
Staff recommends approval of both resolutions.

# TAP 2024-28 City of Wausau

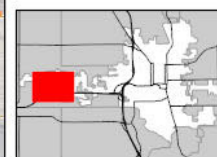
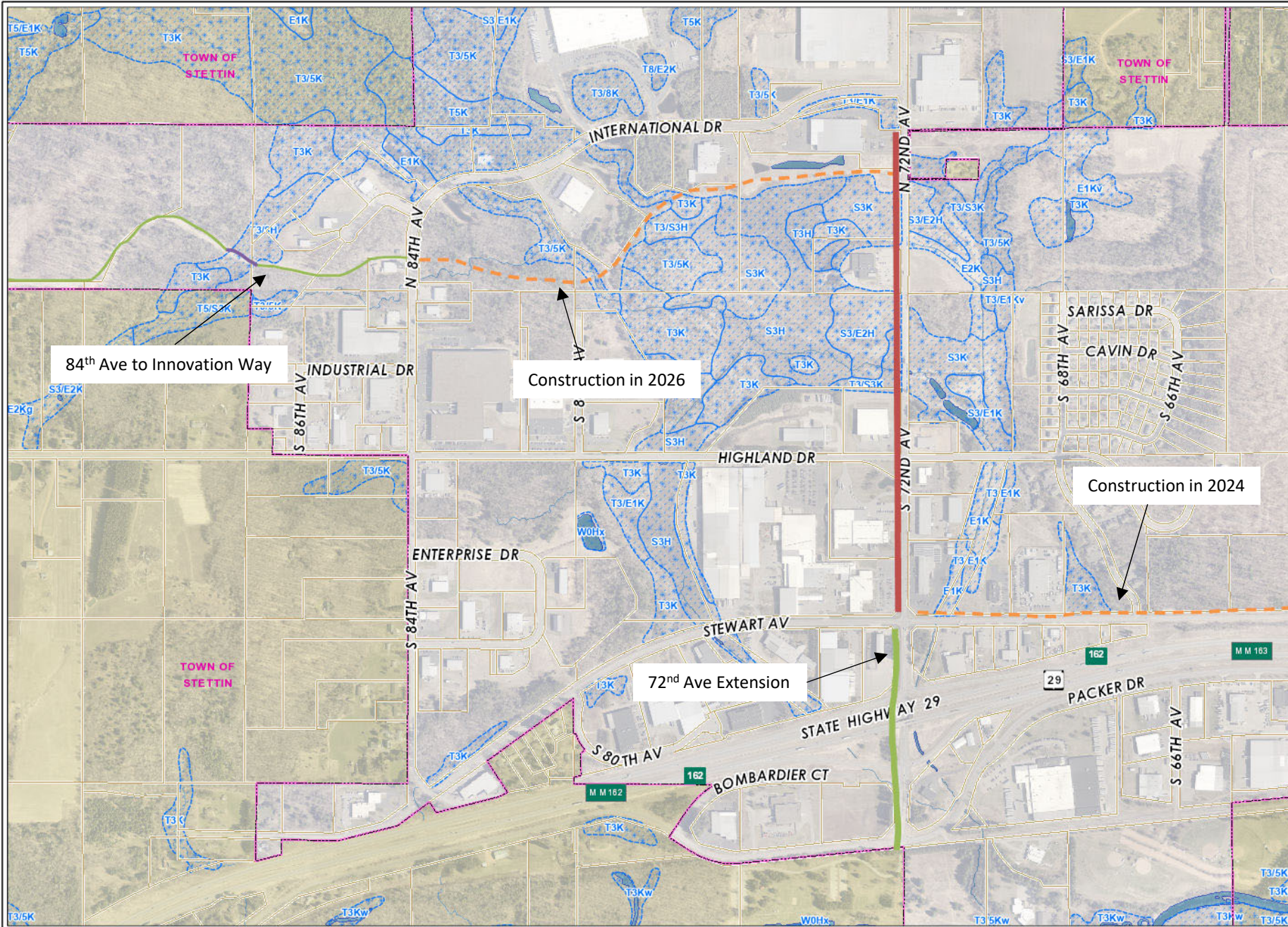
ArcGIS Web Map

City of Wausau  
DPW

Date Printed: 10/30/2023



- Mile Marker
- Highway Exit
- Parcel
- Wetlands >2 Acres (WI DNR)
- Future Trail Construction
- TAP 2024-28 Projects
- Completed Trail



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



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

<b>RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE</b>	
Approving the Third Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L & S Printing properties at 415 S. 1 <sup>st</sup> Avenue.	
Committee Action:	5-0
Fiscal Impact:	None
<b>File Number:</b>	23-1211
<b>Date Introduced:</b>	December 14, 2023

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

**RESOLUTION**

**WHEREAS**, the City previously acquired both the former L&S Printing and Westside Battery properties and combined them into one parcel to facilitate their redevelopment into a use more appropriate for the continued redevelopment of the east and west riverfront areas; and

**WHEREAS**, the City released a Request for Proposal (RFP) in 2017 and again on September 17, 2021, with proposals due October 14, 2021; two responses were received, from Gorman & Company, LLC and Wausau Opportunity Zone, Inc.; and

**WHEREAS**, your Economic Development Committee at both its November 2 and November 10, 2021, meetings, heard presentations from both developers who responded to the RFP and on November 10, recommended to Council the approval of Gorman & Company, LLC’s proposal to build a 50 unit, high quality, affordable housing complex; and

**WHEREAS**, Gorman & Company, LLC (“Developer”) secured the site for access to conduct due diligence activities over a 12-month planning period via a Planning Option executed on December 8, 2021, with an option to extend for six months; and

**WHEREAS**, after not receiving 2022 Low Income Housing Tax Credits, Developer requested a First Amendment to the Planning Option extension to resubmit for 2023 LIHTC credits, which was granted and executed on November 16, 2022, with a new termination date of December 31, 2023; and

**WHEREAS**, Developer was awarded the necessary Low Income Housing Tax Credits in April 2023 and began seeking additional funding sources to close the project gap; and

**WHEREAS**, Developer requested a Second Amendment to the Planning Option amending the purchase price to \$1 in order to secure a loan through the Affordable Housing Program, a key funding source, which was executed on May 24, 2023; and

**WHEREAS**, Developer requested a Third Amendment to the Planning Option extending the termination date from December 31, 2023, to June 30, 2024, to allow continued access to the site until the Closing Deadline in the Development Agreement; and

**WHEREAS**, your Economic Development Committee on December 5, 2023, recommended an extension from December 31, 2023, to June 30, 2024, in a Third Amendment to the Planning Option Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the Third Amendment to the Planning Option Agreement, as attached, for Gorman & Company LLC for the redevelopment of the property located at 415 S. 1<sup>st</sup> Avenue, and further, instructs appropriate City staff to execute the Third Amendment to the Planning Option Agreement.

Approved:

---

Katie Rosenberg, Mayor

THIRD AMENDMENT TO PLANNING OPTION AGREEMENT

This Third Amendment ("Third Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY") and Gorman & Company, LLC ("DEVELOPER") is made this \_\_\_ day of December, 2023.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option Agreement for the property located at 415 S 1<sup>st</sup> Avenue on December 8, 2021, ("Option"); and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a First Amendment to the Planning Option Agreement on November 16, 2022; and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Second Amendment to the Planning Options Agreement on May 24, 2023; and

WHEREAS, the Option expires on December 31, 2023; and

WHEREAS, DEVELOPER wishes to extend the Option through June 30, 2024, to allow for continued access to the site until the Closing Deadline in the Development Agreement, which is currently in negotiations.

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

1. As to paragraph 1.(a), Planning Option. The Option shall be extended to June 30, 2023, for an additional fee of \$10.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

GORMAN & COMPANY, LLC BY:

\_\_\_\_\_  
Katie Rosenberg, Mayor

\_\_\_\_\_  
Brian Swanton, President/CEO

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

# MINUTES

## Economic Development Committee Meeting

*Date / Time:* Wednesday, December 5, 2023, at 6:15 P.M. | *Meeting called to order by* Watson at 6:49 P.M.

---

### In Attendance

---

**Members Present:** Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens, Chad Henke

**Others Present:** Liz Brodek, Randy Fifrick,

*In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.*

---

**Agenda Item** – Discussion and possible action on Planning Option extension for Gorman & Co at 415 S. 1st Ave. (Westside Battery) (Brodek)

---

Brodek explained that Gorman is requesting an extension to their planning option agreement in addition to the two other amendments prior to this one. She noted this extension allows them to line up their planning option with the closing deadline being negotiated and is due to the varied capital stack and the different times the funds would be available from each. Brodek noted it is intended to have a development agreement to present at a joint ED and Finance meeting in January and Council the same month. She didn't think the entire timeline would be needed but wanted to ensure it lined up with the closing date and account for anything that might go awry in the process.

Kilian asked if there has been any consideration of what could go awry considering there have already been some bumps in this development process. Brodek responded that she believes the bumps are over. She stated the financing issue is settled and now it's the business negotiation point of the agreement.

*Rasmussen made a motion to approve, seconded by Henke. **Approved unanimously 5-0.***

## PLANNING OPTION AGREEMENT

THIS PLANNING OPTION AGREEMENT (this "Agreement") is made and entered into as of the 8<sup>th</sup> day of December 2021, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation established pursuant to Chapter 66, Wis. Stats., having its office at 407 Grant Street, City Hall, Wausau, Wisconsin 54401 (hereinafter "CITY") and **GORMAN & COMPANY, LLC**, a Wisconsin limited liability company, with its principal address of 200 Main Street, Oregon, Wisconsin 53575 (hereinafter "DEVELOPER").

### WITNESSETH:

WHEREAS, CITY owns certain real property and improvements located at 415 S. 1<sup>st</sup> Avenue, Wausau, Wisconsin, known as "Westside Battery" and with Pin No. 291-2907-264-0970 (the "Property"); and

WHEREAS, DEVELOPER has requested a period of time to complete all desired due diligence necessary to determine the physical and financial feasibility of certain redevelopment activities at the Property (the "Project"); and

WHEREAS CITY desires to see the Property redeveloped in order to generate economic activity and tax base for the community; and

WHEREAS, depending on a determination by both parties of the economic and land use compatibility of the proposed Project, CITY is willing to negotiate a sale of the Property to DEVELOPER.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

#### 1. **Planning Option.**

- (a) CITY hereby grants to DEVELOPER (and any entity that is approved by the City of Wausau as a successor or assign) an exclusive period from the date hereof through December 31, 2022 to complete, at DEVELOPER's sole cost, any desired due diligence and feasibility studies relating to the Property and the Project (the "Planning Option"). With this Agreement, the City hereby approves Lutheran Social Services of Wisconsin and Upper Michigan, Inc., as an assign of DEVELOPER. The price of the Planning Option shall be Ten Dollars (\$10.00). The Planning Option may be extended for an additional period of six (6) months upon written notice to CITY prior to expiration for an additional fee of Ten Dollars (\$10.00) (such fee is non-refundable except as set forth below).

- (b) CITY, during the period of the Planning Option or any extension thereof, agrees not to sell the Property and agrees that DEVELOPER has exclusive rights to the purchase and development of the Property during such period.
- (c) During the Planning Option, CITY will provide DEVELOPER with reasonable access to the Property for purposes of completing customary due diligence; provided however, that: (i) any destructive or invasive testing shall require CITY'S advance written consent; (ii) prior to conducting any activities on the Property, DEVELOPER agrees to provide CITY with proof of liability insurance reasonably acceptable to CITY; and (iii) DEVELOPER agrees to promptly repair any damage DEVELOPER causes. CITY shall make available all known environmental reports in CITY'S possession.
- (d) During the Planning Option, CITY shall make good faith efforts to coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

2. **Development Agreement Negotiations.** Upon a determination by DEVELOPER that the Project is feasible, DEVELOPER shall have the option to provide CITY with written notice of DEVELOPER'S intent to proceed prior to the expiration of the Planning Option. Upon the delivery of such notice, the parties agree to negotiate in good faith for a period of not less than sixty (60) days to arrive at a binding development agreement between the parties relating to the Project (the "Development Agreement"). The terms and conditions of the binding Development Agreement are subject in all respects to negotiation and mutual agreement, and neither party shall be obligated to enter into such agreement. If after such negotiation period no binding Development Agreement has been completed, this Agreement shall self-terminate. The following is the current, non-binding understanding as to the potential structure of the Project:

- (a) The Project will be consistent with DEVELOPER'S previous written response to CITY'S Request For Proposal process.
- (b) CITY will transfer the Property to DEVELOPER in its "AS-IS" condition for \$100,000 pursuant to the terms of an executed Development Agreement.
- (c) The Project will be compliant with existing zoning. This Agreement does not supersede existing zoning and it does not guarantee or imply that any proposed uses that are not currently permitted by existing zoning will be authorized or that the regular design review processes can be avoided.

- (d) CITY's obligations under the Development Agreement will be conditioned upon, among other items, evidence of Project financing, review and approval of DEVELOPER's construction plans, and approval by the City of Wausau Common Council in all respects.
- (e) If the parties enter into the Development Agreement before the expiration of the Planning Option, all payments made to CITY for the Planning Option shall be applied to costs associated with the transfer of title to DEVELOPER or other costs or expenses to be paid to CITY under the Development Agreement. If the Development Agreement is not agreed to by the parties, the DEVELOPER shall forfeit all development rights to the Property.


3. **Termination.** In the event DEVELOPER determines that the proposed Project is not feasible, or otherwise does not desire to move forward, DEVELOPER shall terminate this Agreement by providing CITY with written notice thereof. In the event DEVELOPER provides no notice to proceed prior to the expiration of the Planning Option, this Agreement shall automatically terminate. CITY shall have the option to terminate this Agreement, with or without cause, upon at least thirty (30) days' written notice and, if without cause, CITY shall refund any payments made to CITY for the Planning Option.

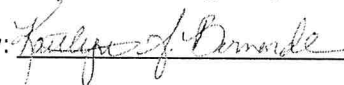
IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**CITY**

CITY OF WAUSAU

a Wisconsin municipal corporation

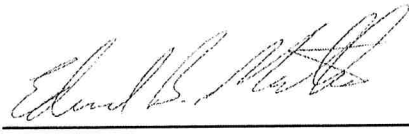
By:   
Katie Rosenberg, Mayor

By:   
Kaitlyn Bernarde, Clerk

**DEVELOPER:**

GORMAN & COMPANY, LLC

a Wisconsin limited liability company

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

Ted Matkom, Wisconsin Market President



FIRST AMENDMENT TO PLANNING OPTION AGREEMENT

This Amendment ("Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin ("CITY") and Gorman & Company, LLC ("DEVELOPER") is made this 16<sup>th</sup> day of November, 2022.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option for the property located at 415 S. 1<sup>st</sup> Avenue on December 8, 2021 ("Option"); and

WHEREAS, the Option expires on December 31, 2022; and

WHEREAS, the Option may be extended for an additional six (6) months for an additional fee of \$10; and

WHEREAS, the DEVELOPER wishes to extend the Option but for a period longer than six (6) months given the WHEDA tax credit delay.

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

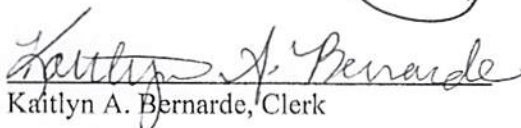
1. As to paragraph 1.(a), Planning Option. The Option shall be extended to December 31, 2023 for an additional \$10.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

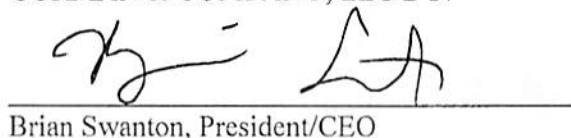
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

  
Katie Rosenberg, Mayor

  
Kaitlyn A. Bernarde, Clerk

GORMAN & COMPANY, LLC BY:

  
Brian Swanton, President/CEO

SECOND AMENDMENT TO PLANNING OPTION AGREEMENT

This Second Amendment (" Second Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin "CITY") and Gorman & Company, LLC ("DEVELOPER") is made this 24<sup>th</sup> day of May, 2023.

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into a Planning Option for the property located at 415 S. 1<sup>st</sup> Avenue on December 8, 2021 ("Option"); and

WHEREAS, the City of Wausau and Gorman & Company, LLC entered into an Amendment to the Option November 16<sup>th</sup>, 2022.

WHEREAS, the parties agree to enter into a Second Amendment to reflect a modification of the Purchase Price.

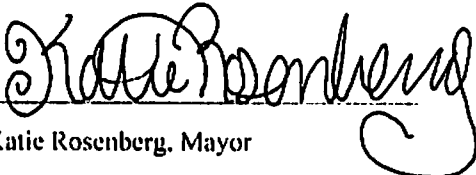
NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Option as follows:

1. As to paragraph 2.(b), of the Option. The Purchase Price shall be modified from \$100,000 to \$1.
2. Developer agrees to pay for the costs incurred by the City of Wausau, including tipping fees, to demolish the building currently existing on the site.

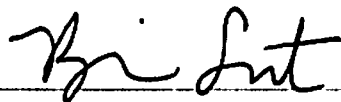
To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

  
Katie Rosenberg, Mayor

GORMAN & COMPANY, LLC BY:

  
Brian Swanton, President/CEO

  
Kaitlyn A. Bernarde, Clerk

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE  
AND FINANCE COMMITTEE**

Extending the Life of Tax Increment Districts Number #6 for Affordable Housing.

Committee Action: ED Comm: Approved 5-0  
Finance Comm: Approved 5-0  
Fiscal Impact: 2023 Increment – Tax Increment District #6 \$4,087,252

**File Number:** 05-0406 **Date Introduced:** December 19, 2023

**RESOLUTION**

**WHEREAS**, the City of Wausau created TID Six created on 5/10/2005 and successfully completed implementation of the project plan and sufficient increment will be collected in 2024 from the 2023 tax roll to pay off its aggregate project costs; and

**WHEREAS**, state law requires termination of a TID after all project costs have been paid, unless pursuant to state law sec. 66.1105(6)(g) Wis. Stats., the Council approves an extension of one year, using the last year of tax increment to improve the city’s housing stock; and

**WHEREAS**, your Finance Committee and Economic Development Committee have recommended the City extend Tax Increment District one year with **100%** of the increment benefit affordable housing; and

**WHEREAS**, your Finance Committee and Economic Development Committee have recommended the City focus utilization of the increment on the following projects including infill housing and multifamily affordable housing sites identified on Thomas Street, 700 Grand Avenue, 415 S 1<sup>st</sup> Avenue, and Sherman Street;

**NOW THEREFORE BE IT RESOLVED**, by the Common Council that the City of Wausau hereby extends the life of Tax Increment District Number Six by twelve (12) months from the adoption date of this resolution to use the final year’s increment collected in 2025 from the 2024 tax roll to benefit affordable housing; and

**BE IT FURTHER RESOLVED**, that the City of Wausau shall use the final increment for affordable housing to increase and improve affordable housing in the City of Wausau, including the infill housing, and multifamily housing sites located on Thomas Street, 700 Grand Avenue, 415 S 1<sup>st</sup> Avenue and Sherman Street initiatives underway; and

**BE IT FURTHER RESOLVED** that the City of Wausau shall adopt a termination resolution between April 15, 2024, December 18, 2024, and

**BE IT FURTHER RESOLVED**, that the necessary city officials and staff are hereby directed and authorized to send this resolution to the Wisconsin Department of Revenue authorizing the allocation of tax increment to the district for one more year.

Approved:

---

Katie Rosenberg, Mayor

## **FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Finance Committee Members Present: Lisa Rasmussen (C), Michael Martens (VC), Sarah Watson, Doug Diny, Carol Lukens

Economic Development Committee Members Present: Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, Carol Lukens

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Jeremy Kopp, Gerry Kline, Eric Lindman, Liz Brodek, Randy Fifrick, Kody Hart, Alder Gisselman

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

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

### **JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE - Discussion and possible action on TID 6 termination, subtraction, or extension for affordable housing and lead service line replacement (Brodek, Groat, Dahl (Ehlers))**

Kilian stated support for extending the TID funding to provide resources for affordable housing and wanted a more formalized plan attached to specific projects. It was stated that all the funding of the extension should go to affordable housing development.

Rasmussen stated that the impact of the funding would be greater if they went to affordable housing projects when weighed over using funding for lead line replacements. It was stated that this could be used for projects across the city rather than only within the TID boundaries.

Watson stated that many of the affordable housing projects use ARPA funding which have a limited time for those funds to be spent and that extending the funding for this purpose would help those projects complete on time.

Lukens stated agreement that the city should complete as much affordable housing as possible with the funds available.

Martens stated agreement in spending the additional funds on affordable housing as much of the lead line replacement funding is already available. It was stated that tying specific funding to affordable housing plans would incentivize the Common Council to support affordable housing projects in the future.

Rasmussen stated that there is a possibility of a spend-down issue with ARPA funding and that this funding could help mitigate that issue by providing gap funding.

Diny stated support for spending the funds on affordable housing citing an apartment complex which is moving away from affordable housing and prompting an increased need for even more affordable housing.

Motion by Martens, seconded by Watson, for the Finance Committee to approve keeping TID 6 open and reclaiming the entire increment for affordable housing with a plan to be drafted for allocation of those funds to be enacted upon by the Common Council. Motion carried 5-0.

Motion by Kilian, seconded by Rasmussen, to approve the same motion for the Economic Development Committee. Motion carried 5-0.

The Economic Development Committee continued with its portion of the agenda and adjourned their portion of the meeting at 6:49 P.M. Minutes for that portion are separate.

The Finance Committee continued with its portion of the agenda.

To: Common Council  
From: Liz Brodek, Development Director  
Date: December 19, 2023  
Re: Potential TID 6 Extension, Affordable Housing Uses



## **Request**

On December 5, 2023, the Economic Development and Finance Committees each unanimously approved a recommendation that a year of TID 6 increment (“Affordable Housing extension”) be utilized for affordable housing projects. There are four affordable housing projects in various stages of development that, if all come to fruition, could necessitate \$5.3 million of assistance, through the increment generated by the extension would amount to approximately \$4 million. In discussion, committee members asked for prioritization of current projects, listed below.

## **Additional Background**

Additional affordable housing is needed in Wausau. According to the North Central Wisconsin Regional Planning Commission Housing Study, the City of Wausau is 525 housing units short of the projected need by 2025. This number includes all types of housing.

Affordable housing almost always requires government assistance. WHEDA tax credits are only part of this assistance. Without additional government assistance, these projects are not likely to be built.

Affordable housing serves a significant portion of our population. Because eligibility is based on Area Median Income (AMI), up to 40% of workers are eligible to live in these units. (Affordable housing targets up to 80% of the midpoint, making 40% of people eligible.)

## **Prioritization of Current Projects**

- 1. Thomas Street affordable infill housing:** This project is priority #1 because it utilizes ARPA funds for construction. ARPA funds must be committed by contract, not just budgeted, by December 31, 2024. Additionally, these parcels do not need to be rezoned.
  - Awaiting DNR WAM grant approval for site assessment.
  - Second round of neighborhood meetings for additional input scheduled for 12/6 and 12/11, both at Riverside Park Shelter.
  - Working with Habitat for Humanity to construct mix of 2 and 3 bedroom (1 and 2 bath) homes interspersed in city-led development (Habitat has certain design parameters that don't conform with all lots so the City will step in to construct complementary homes).
  - 13 parcels could yield up to 9 homes as combination of City- and Habitat-constructed homes.
  - Project is part of \$1M ARPA award for Affordable Housing Infill developments.
  - City-built homes will cost approx. \$250k to build, plan to sell for \$90-100k, so gap on approx. 5 homes (\$150k/house) = **Approximately \$1.25M in eligible construction**

**costs and \$750k in post-sale eligible Affordable Housing extension eligible costs.**

2. **Sherman Street multifamily (proposal for Wyatt Street replacement):** This project is priority #2 because it utilizes ARPA funds that must be committed by contract by December 31, 2024. However, these parcels need to be rezoned, which has been an impediment to affordable housing in the past.
  - Staff working on appraisal of parcels, CDBG to pay for acquisition if negotiated price meets appraisal.
  - Site could be home to a multiunit residential development similar to what was proposed on Wyatt Street (6-8 units)
  - Construction financed through ARPA (\$500,000 less \$16,000 already spent on architectural, and advertising fees) HOME (\$500,000), CDBG, and Affordable Housing Extension. A shortfall of \$300,000 - \$500,000 was anticipated with Wyatt Properties, but cannot anticipate shortfall at new site until a plan is produced.
  - **Approximate Affordable Housing Extension eligible costs up to \$500,000.**
  
3. **415 S. 1<sup>st</sup> Ave./West Side Battery/Riverview Lofts** (Gorman & Co is developer): This project is priority #3 because any public assistance will not be needed until a conversion to permanent financing, likely to happen in 2025 or 2026. The amount of assistance needed is also unknown until conversion to permanent financing in one to two years.
  - Planning option and two amendments granted for project consisting of 56 units of affordable housing.
  - LIHTC credits awarded.
  - Development Agreement in negotiations.
  - \$1.75M Neighborhood Investment Fund Grant awarded.
  - Construction expected to begin in Spring/Summer 2024.
  - Any City-sourced gap financing would not be needed until conversion to a permanent mortgage in 2025 or 2026.
  - **Approximately \$550,000 Affordable Housing extension eligible costs.**
  
4. **700 Grand Ave.:** This project is priority #4 because, although it has the greatest need for assistance, it has the least certain timeline.
  - Commonwealth (developer) awarded Planning Option and extension for 50 units of affordable housing.
  - Commonwealth will apply for LIHTC credits in December 2023.
  - Regardless of developer and project, 110 year-old storm sewer runs through site and must be moved for any development that would construct basement or underground parking.
  - Cost to move storm sewer (large scale project) is approximately \$1M.
  - Expected gap on project costs, excluding storm sewer movement, is approx. \$2M.
  - **Likely total eligible Affordable Housing Extension costs are up to \$3M.**

**Total approximate eligible Affordable Housing Extension costs: up to \$5.3M.**

### **Other Potential Projects**

The TID affordable housing extension allows for 75% of increment to be used for affordable housing and 25% can be used for housing in general. After outside consultation with TIF professionals, Staff understands this to include lead service line replacement. The City has recently identified replacement of all lead service water lines as a priority. These funds could assist with those replacement costs in low/moderate income areas.

Additionally, Staff receives frequent inquiries about building affordable housing throughout the city, but many areas are not in a TID nor likely to be in a TID, and therefore have no local source of potential public assistance. Should any of the aforementioned projects not come to fruition, the extension will still be able to be used to develop affordable housing in the city. The extension expenditures need not be used in a TID, nor is there an expiration on its use. With projected continued population growth in the city, there will continue to be a need for affordable housing for the foreseeable future.

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

**RESOLUTION OF THE FINANCE COMMITTEE**

Authorizing the Wausau Police Department to accept a Wisconsin Department of Justice (DOJ) 2024 Beat Patrol Grant of \$121,434.

Committee Action:      Approved 5-0

Fiscal Impact:           City match \$136,074

**File Number:**           16-1110

**Date Introduced:**      December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

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

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

**WHEREAS**, your Finance Committee, at their November 21, 2023 meeting, discussed and recommended accepting the Beat Patrol Grant, in the amount of \$121,434 with a city match of \$136,074 for a total award of \$257,508.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the Wausau Police Department is authorized to accept the 2024 Wisconsin Department of Justice Beat Patrol Grant with city matching funds of \$136,074 being funded through the 2024 Budget.

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

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor



**FINANCE COMMITTEE**

Date and Time: Tuesday, November 21, 2023 @ 5:15 P.M., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, Doug Diny, and Carol Lukens (5:23 P.M.)

Others Present: Mayor Rosenberg, MaryAnne Groat, Anne Jacobson, Matt Barnes, Robert Barteck, Eric Lindman, James Henderson, Liz Brodek, Tammy Stratz, Kody Hart, Alder Kilian

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:30 P.M.

**Discussion and possible action regarding accepting the 2024 Beat Patrol Grant.**

Motion by Diny, seconded by Martens, to approve. Motion carried 5-0.



# WAUSAU

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

## Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 21, 2023

Re: Acceptance of 2024 Beat Patrol Grant

### Purpose:

Requesting approval to accept the award of the 2024 Beat Patrol Grant awarded through the State of WI Department of Justice.

### Background:

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

The Wausau Police Department was able to expand our sworn staff by two officers, with the first grant funding. In that three-year cycle of funding, the Council authorized one more sworn position in addition to the two funded by the grant. In total, we now have 79 sworn positions. This grant will allow us to maintain that level of sworn positions by supporting the costs associated with those positions.

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

### Impact:

Term	2024 State allotment	2024 City Match	2024 Total
Jan. 1, 2024 – Dec. 31, 2024	\$121,434	\$136,074	\$257,508

### Recommendation:

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

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

**RESOLUTION OF THE  
CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE**

Approving 2024 Street Reconstruction Projects and Authorization to Let Bids.

Committee Action:      Approved 5-0

Fiscal Impact:         Estimated construction cost \$4,515,000; estimated special assessments \$375,000

**File Number:**         23-1110

**Date Introduced:**     December 19, 2023

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$4,515,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$3,895,000   Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$620,000</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the following streets have been proposed for construction under the 2024 Street Construction Project:

- Eau Claire Boulevard from Grand Avenue to the west termini
- Emerson Street from Eau Claire Boulevard to Kent Street
- Mount View Boulevard from Eau Claire Boulevard to Kent Street
- Pied Piper Land from Eau Claire Boulevard to Kent Street
- Short Street from North 1<sup>st</sup> Street to North 3<sup>rd</sup> Street

**WHEREAS**, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned streets; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on November 21, 2023; and the Engineer's report has been filed with the City Clerk, and

**WHEREAS**, the Board of Public Works conducted public hearings for the project special assessments on December 13, 2023, and

**WHEREAS**, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on December 14, 2023 and recommends work be accomplished under the 2024 Street Construction Projects, and

**WHEREAS**, the 2024 special assessment rate was set by Council on September 26, 2023, and

**WHEREAS**, street grades will be established or reestablished and fixed as shown on the plans for the project (copy on file in the Engineering Department), and minor revisions will be made in the plans as may be necessary during construction, now therefore

**BE IT RESOLVED** that the Common Council authorizes securing of bids and construction of the 2024 Street Construction Projects.

Approved:

---

Katie Rosenberg, Mayor

## BOARD OF PUBLIC WORKS

---

Date of Meeting: December 13, 2023, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Anne Jacobson

Also Present: Carol Lukens, Allen Wesolowski, TJ Niksich, Dustin Kraege, Lori Wunsch

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

### **PUBLIC HEARING: 2024 Street Construction Projects**

**Eau Claire Boulevard from Grand Avenue to west termini**

**Emerson Street from Eau Claire Boulevard to Kent Street**

**Mount View Boulevard from Eau Claire Boulevard to Kent Street**

**Pied Piper Lane from Eau Claire Boulevard to Kent Street**

**Short Street from North 1<sup>st</sup> Street to North 3<sup>rd</sup> Street**

---

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet December 14, 2023 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the December 19, 2023 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2024 street assessment rate is set at \$55 per foot. The sewer lateral is \$500 if replaced. Drive approach replacement is estimated at \$7.00 per square foot. Installation of new sidewalk is estimated at \$16.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Niksich explained there are two projects; Short Street from 1<sup>st</sup> Street to 3<sup>rd</sup> Street and Eau Claire Boulevard from Grand Avenue to the cul-de-sac. The projects are complete reconstruction, which includes replacing the water and sewer, roadway, curb, gutter, drive approaches, and extending water and sanitary services from the main to the right of way, which is typically the back of sidewalk. The look of the roadways in the field should remain the same. However, there are some proposed additions on both projects. Short Street is proposed to have sidewalk added on the south side of the road. Eau Claire Boulevard is proposed to have sidewalk added in the final block to the cul-de-sac on both sides.

Short Street is estimated to take 45 working days to complete. Eau Claire Boulevard is estimated to take 4 months to complete. During the project, residents should be able to get to and from their homes every day. However, there will be periods residents will not get to their homes. At the end of the day, the contractor will clean up the site to where residents can get back to their house. The working hours are 6:00 am to 9:00 pm. Vehicles are requested to be removed from your driveway by 6:00 am.

If the garbage truck cannot get to the homes for collection, the contractor will take the bins from your driveway to a nearby intersection and return them after collection.

Mail delivery has sometimes been abruptly stopped during construction. To avoid this, we will set up temporary mailboxes in a cluster. Short Street will likely have one location of mailboxes. Eau Claire Boulevard will probably have two to three locations. This will be throughout the length of the project. Parcels will not be delivered and will be kept at the post office. You will receive a notice to pick up your parcel at the post office.

During construction temporary water service will be provided. The contractor will dig down to the service connection at the right-of-way. A temporary water line will run the length of the project while the main is replaced.

There will be periods of time where you will not be able to use your driveway. This will be while concrete curb, and/or sidewalk and drive approaches are being installed. Typically, there is a seven-day cure time for new concrete. At this point the road should be in a gravel state and residents can park on the street.

A letter will be sent out one to two weeks before construction begins that goes over a lot of this information. Site safety is a key and we ask that everyone stay away from active construction.

Trees on Eau Claire Boulevard have been marked that will need to come out. Staff has worked with the City Forester to determine which trees are going to be removed. A lot of the trees marked for removal are due to service replacements, they are damaged, old, or too large for the boulevard. If the tree is marked with a white dot it will likely be removed. Eau Claire Boulevard has streetlights down the center median. The streetlights will be replaced with similar poles.

Sewer and water services will be replaced to the right-of-way. There is also an upcoming Lead Line Replacement Program. This will be under a separate contract. Property owners will be receiving more information from Wausau Water Works on this program. This project is scheduled to replace all lead lines from the main into the home.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address, and comments.

John Case, 113 Eau Claire Boulevard, shares a driveway with his neighbor. He asked how that gets assessed and if they would be receiving separate bills.

Roger Kohn, 912 Eau Claire Boulevard, shared concerns he and his neighbors have. It looks like they will be losing all of the trees in the cul-de-sac. Some are not that old and large. He noticed that over 30 trees were left on Kent Street. He wondered if there are any trees that could be saved. They get a flood on the cul-de-sac area because there is not a drain on the west end. He gets a lake in front of his driveway when there is heavy rain or spring thaw. He asked if that could be addressed by adding another drain. The drive approaches are in good condition and he does not know why they have to be redone. He has lived here for 55 years and there has never been a need for sidewalk. This is a peaceful, quiet neighborhood. They feel they would get a lot of additional children on skateboards and things of that nature coming into the neighborhood. He asked for consideration of not putting in the sidewalk and saving the city and residents money.

Theran Peterson, 416 Eau Claire Boulevard, has been in contact with City Forester John Kahon. In his professional career, Peterson teaches at Wausau West High School. They have a portable sawmill and request giving the trees a second life by allowing them to process and potentially offer them back to the residents as lumber.

Carol Lukens, Alder for District 1, was contacted by two residents who could not attend. The first resident is Gary Hayes of 905 Eau Claire Boulevard. He has concerns about sidewalk installation. He gave examples of the west side of Marshall Street that has no sidewalk; it is a paved path that is not usually plowed in the winter. Residents walk on the street. The east end of Marshall from Kent to Lake View does not have sidewalk. He feels that burden of extra cost for sidewalk is not warranted. The second resident is Zach Freiberg and Rachel Rhyner of 2401 Pied Piper Lane. They are concerned about the portion of Pied Piper not being redone with this project. They asked if the part from Lake View Drive to Eau Claire Boulevard could be included because the entire area from Lake View to Kent Street is in bad condition.

Case noted that improvements to the median were mentioned. He asked what the plan was. Lindman stated the center median will remain the same with the same width.

Lukens added that this is a huge job. She has received communications from many residents who are grateful for this.

Marshall Weidman, 147 Eau Claire Boulevard, works second shift. 6:00 am does not work for him to move his vehicle. He had heard there might be access by Firestone to park and asked if that would require a permit so he is not ticketed. Staff will speak with him individually to discuss.

No further comments were received, and the public hearing was closed.

Wesolowski explained that shared driveways are split at the property line. Assessments are sent to each property owner and they are billed separately. Regarding a drain at the end of the cul-de-sac, the curb and gutter and storm sewer will be replaced. The curb and gutter will be sloped so water drains out of the cul-de-sac. The remainder of Pied Piper will eventually be done but is not included in this budget. The center boulevard will remain at the same width. We will try to preserve the existing crab apple trees as the City Forester feels they are in good shape. They may need to be trimmed back but the intent is to save as many as we can. People are encouraged to park on side streets. We will notify the Police Department to not ticket cars on the side streets. If anyone has extenuating circumstances, there will be a full-time inspector on site who can be contacted to work out issues or concerns.

Wesolowski added that all comments will be forwarded to the CISM, who will make a recommendation to go ahead with sidewalk or not. Jurisdiction regarding the installation of sidewalk is with the Board of Public Works. If CISM recommends installing the sidewalk, it will come back to the Board of Public Works to order the sidewalk in. Staff feels it does not make sense to have sidewalk around the cul-de-sac that does not connect to anything. There have been calls from residents who want the sidewalk added.

Jacobson moved to adjourn the meeting. Seconded by Lindman and the motion passed. Meeting adjourned at approximately 4:30 pm.

## CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

---

Date of Meeting: December 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny, Chad Henke

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Anne Jacobson, Tara Alfonso, Jill Kurtzhals, Andrew Lynch, Dustin Kraege, Solomon King, Lori Wunsch

### **2024 Street Reconstruction Projects: Discuss public hearing results and make recommendation**

Larson stated an email was received from Alder Lukens and asked what comments were received at the public hearing.

Wesolowski explained that Eau Claire Boulevard from Grand Avenue to the west termini is proposed for reconstruction in 2024. There is existing sidewalk on both sides of Eau Claire Boulevard from Grand Avenue to Zimmerman Street. The last block from Zimmerman to the cul-de-sac only has sidewalk around the cul-de-sac. There is a missing link where one cannot get from the cul-de-sac to Zimmerman Street. Staff proposed to install sidewalk to connect the walk around the end of the cul-de-sac to Zimmerman Street. The other option would be to remove the sidewalk around the cul-de-sac and not have any sidewalk on the last block. Staff feels it would not pay to replace sidewalk in the cul-de-sac and not connect it to Zimmerman. Larson asked what the input was from the public and asked if they would have to pay for the sidewalk. Wesolowski stated new sidewalk is assessed, which is estimated at \$17 per lineal foot. Two comments against the sidewalk were received at the public hearing. Nicksich received one letter and three emails from residents who like it the way it is. They do not feel there is a need for the sidewalk and do not want the extra pedestrian traffic in the cul-de-sac.

Rasmussen said the goal always has been to make neighborhoods as safe and walkable as possible. There is a grade school in the vicinity that people walk to. The position of this committee has historically been to reconstruct sidewalk where it exists. We have received mixed results in putting in new sidewalk; most neighborhoods get new sidewalk when proposed. It has been a terrible struggle to get new sidewalk added in Riverview. Politically it has been a non-starter even though the neighborhood is walkable. This neighborhood is walkable too and densely populated. She could see not putting in this new section because it dead ends, but she does not want to remove the existing sidewalk in the cul-de-sac. She struggles with taking sidewalk out where it exists as the goal is to maintain walkability. Sidewalk creates a barrier between homes, driveways, and the street. She feels what is already in place should be rebuilt the same way.

Wesolowski stated Short Street from 1<sup>st</sup> Street to 3<sup>rd</sup> Street has sidewalk on the north side, but not on the south side. The south side has been developed by Blenker. Staff is proposing to install sidewalk on the south side so there is walk along both sides of the street. No objections have been received. Blenker does know that sidewalk is proposed.

Gisselman agrees with staff. He is in favor of sidewalks and does not see a reason not to connect the sidewalk in the cul-de-sac with the rest of Eau Claire Boulevard. Without sidewalk it forces people to walk in the street to get to Zimmerman Street. He feels this is a safety issue. We always have issues with people walking in the streets, the postman has to walk in the street, and there is over sanding to provide safety for people walking in the street. Sidewalks provide a means of getting people where they want to go safely. He is a strong supporter of connecting the cul-de-sac sidewalk to Zimmerman Street.

Gisselman has talked Rasmussen into this. She also has been a proponent of sidewalks. She has heard concerns when pedestrians are forced to be out in the street. There are complaints about lack of sanding, and they want the road sanded from curb to curb. Where we have connecting sidewalk, it makes sense to connect point A to point B. While she could live without the sidewalk, she would not oppose if the majority is leaning towards completing the sidewalk.

Diny stated Gisselman brought up good points. At the last CISM meeting we discussed putting more sand on streets that do not have sidewalks. This adds to our expense, plus the added inconvenience of forcing people into



the street. He read the public input that people do not want it, but asked if there was any logical justification. Nicksich said if the sidewalk was not installed, it would save three mature trees. On the entire project, over 100 trees will be removed due to utility installation and grade changes. One resident had stated he has lived there for 55 years and has gotten along without the sidewalk. They do not want the additional pedestrian traffic in the cul-de-sac.

Diny asked if the removal of trees is evaluated based upon the type of tree. Nicksich has worked with the City Forester on tree removal. He noted that if the sidewalk is not added, we would be able to save three trees. Gisselman wants careful consideration of the trees.

Larson agrees with Gisselman. He lives on a street without sidewalk and has watched the postman struggle on icy streets. He hates to see trees removed but we remove trees every year during construction projects and we can always plant new trees in their place.

Rasmussen stated the key is to replace old trees with new trees. She knows it can take a long time for a neighborhood to develop a mature tree canopy. Sometimes light increase in the neighborhood because the shine from the streetlights goes further when there is not a full heavy tree canopy, which then can enhance the perception of safety when walking at night. Staff tries to save trees when they can. She used the example of Burek Avenue north of Marathon Electric where the sidewalk takes an odd jog. It was done this way to save a large tree. A year and a half later, the tree was cut down and now there is a weird sidewalk and no tree. Planting healthy new trees is also less invasive to sidewalks in terms of the root system. We are removing 100 trees on this project and saving 3 is not enough gain for what we would sacrifice if we did not do the project properly.

Rasmussen moved to approve the 2024 Street Reconstruction Projects as proposed by staff. Gisselman seconded and the motion carried 5-0.

Wesolowski mentioned that the City Forester received a call from a Tech Ed teacher at Wausau West. They have a portable mill and will take some of the logs from Eau Claire Boulevard to mill at Wausau West and offer the lumber back to the residents.

**AGENDA ITEM**

2024 Street Reconstruction Projects: Discuss public hearing results and make recommendation

**BACKGROUND**

The public hearing regarding special assessments for the following streets was held by the Board of Public Works on December 13<sup>th</sup>, 2023:

Eau Claire Blvd	(Grand Ave – West Termini)
Emerson Street	(Eau Claire - Kent Street)
Mount View Blvd	(Eau Claire - Kent Street)
Pied Piper Lane	(Eau Claire – Kent Street)
Short Street	(N. 1 <sup>st</sup> Street-N. 3 <sup>rd</sup> Street)

Staff will provide comments from the hearing.

**FISCAL IMPACT**

Streets have been included in the 2024 budget.

**STAFF RECOMMENDATION**

Staff recommends approving moving ahead with special assessments on the listed projects pending review of public hearing comments.

Staff contact: Allen Wesolowski 715-261-6762

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

<b>RESOLUTION OF THE PUBLIC HEALTH &amp; SAFETY COMMITTEE</b>	
Approving or Denying Various Licenses as Indicated	
Committee Action:   Approved 5-0	
Fiscal Impact:       None	
<b>File Number:</b> 23-0108	<b>Date Introduced:</b> December 19, 2023

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

**RESOLUTION**

**WHEREAS**, your Public Health and Safety Committee considered certain license applications at its November 20, 2023, meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

**BE IT RESOLVED** by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

\_\_\_\_\_  
Katie Rosenberg, Mayor



## Council Date 12/12/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
186350	9010 - Bartender/Operator New	ATKINSON, MARISSA	5908 EDWARD STREET WESTON WI 54476		OZ NIGHT CLUB	10/26/2023	06/30/2024	No	No	
185369	9010 - Bartender/Operator New	MCGLONE, JASON	1520 ELM ST APT 441 WAUSAU WI 54401		MALARKEY'S PUB	09/08/2023	06/30/2024	No	No	
186445	9010 - Bartender/Operator New	STONE, TIFFANY	431 N 3RD AVE APT 2 WAUSAU WI 54401		THE STORE #62	11/01/2023	06/30/2024	No	No	
186744	9022 - Public Transport Business	SCHLOEMER, AARON	5207 SCOTT ST WESTON WI 54476		NORTHWOODS TRANSPORT	11/14/2023	06/30/2024	Yes	Yes	
186571	9026 - Class I	MORNING, ZOE	PO BOX 1763 WAUSAU WI 54402-1763	WAUSAU FESTIVAL OF ARTS on SPETEMBER 7 - 8, 2024 Organized by WAUSAU FESSTIVAL OF ARTS - ZOE MORNING OR BRAD SCH					Yes	
186750	9027 - Class II	BABCOCK, JOEY	303 E WACKER DR, #2200 CHICAGO IL 60601	US CELLULAR HOLIDAY DRONE SHOW on SATURDAY, DECEMBER 9, 2023 Organized by INTERSPORT, INC.					Yes	Yes
186179	9027 - Class II	PATINO, MARIELA	8805 RIVERVIEW LN SCHOFIELD WI 54476	PROCESSION OUR LADY OF GUADALUPE on SUNDAY, DECEMBER 10, 2023 Organized by MARELIA PATINO					Yes	Yes



## Council Date 12/12/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
186572	9027 - Class II	SMITH, SCOTT	673 PRAIRIE GRASS RD OREGON WI 53575	THE WAUSAU MARATHON on SUNDAY, AUGUST 18, 2024 Organized by SCOTT SMITH / THE WAUSAU MARATHON					Yes	
186364	9063 - Class "B" Beer	,	610 WASHINGTON STREET WAUSAU WI 54403		TUCKNEE COFFEE COMPANY				Yes	
186486	9063 - Class "B" Beer	,	406 N. 8TH AVE WAUSAU WI 54401		CW FLY BAGS			Yes	Yes	
193548	9076 - Tavern Entertainment	,	406 N. 8TH AVE WAUSAU WI 54401		CW FLY BAGS				Yes	
186468	9080 - Public Transport Driver New	KOHLBECK, MICHAEL	7004 LORA LEE LN WESTON WI 54476		NORTHWOODS CAB	11/02/2023	06/30/2024	Yes	Yes	
186628	9080 - Public Transport Driver New	SCHEPP, JESSE	829 STARK ST WAUSAU WI 54403		NORTHWOODS CAB	11/14/2023	06/30/2024	Yes	Yes	
186426	9080 - Public Transport Driver New	SHIELDS, ROBERT	1807 ROSSENBACH AVE. APT F WESTON WI 54476		NORTHWOODS CAB	10/31/2023	06/30/2024	Yes	Yes	

**Total Licenses**

**PUBLIC HEALTH & SAFETY COMMITTEE**

Date and Time: Monday, November 20, 2023, at 5:15 P.M., (Council Chambers)

Members Present: Lisa Rasmussen (C), Doug Diny (VC) Becky McElhane, Lou Larson, Chad Henke

Others Present: Mayor Rosenberg, Melinda Pauls, Robert Barteck, Tegan Troutner, Tracy Rieger, Ashlee Bishop  
Kody Hart

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

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

Jason McGlone and Tiffany Stone, applicants for new bartender/operator licenses, did not appear to appeal their denial recommendation. Marissa Atkinson, applicant for new bartender/operator license, appeared to appeal the denial recommendation. It was stated that these are recent convictions and meet the standard for denial. Matthew Blanchard, applicant for transport driver license, appeared to appeal the denial recommendation. It was stated that action would be held until the next meeting to provide the applicant the opportunity to provide documents for evidence of rehabilitation to be considered by the committee for review.

Motion by McElhane, seconded by Larson, to approve or deny license applications as recommended by staff with the exception of Matthew Blanchard. Motion carried 5-0.

# ***CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE***

**November 20, 2023 Meeting**

## **AGENDA ITEM # 2**

---

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

### **ADDITIONAL INFORMATION**

---

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

1. **Denial Recommendations – New Operator's License: Jason McGlone** – This application is recommended for denial due to a 2018 conviction for Substantial Battery with intent to cause bodily harm. **Marissa R. Atkinson** – This application is recommended for denial due to OWI convictions in 2019, 2020, and 2021. **Tiffany Stone** – This application is recommended for denial due to a conviction for Substantial Battery. **New Public Transport Driver: Matthew Blanchard** – This application is recommended for denial due to the totality of criminal history and convictions of battery, sexual assault, and interference with child custody.
2. **Class B Beer** – The Liquor License Review Subcommittee will review the application of **CW Fly Bags**, 2601 Stewart Ave, Suite B, license applicant CW Sports Entertainment LLC, owner Jason Lor, just prior to the PH&S meeting with the recommendation to be included in the list. This is a new establishment and will be classified as a recreation center. **Tucknee Coffee Company**, 610 Washington Street, license applicant Tucknee Coffee Company, partners Logan Dumdei, Angela Sheahan, and Hunter Sheahan.
3. **Special Events – Class II: Procession Our Lady of Guadalupe** on December 10, 2023 organized by Marelia Patino. **The Wausau Marathon** on August 18, 2024 organized by Scott Smith of The Wausau Marathon. **US Cellular Holiday Drone Show** on December 9, 2023 organized by Intersport, INC. **Class I: Wausau Festival of Arts** on September 7-8, 2024 organized by Zoe Morning/Brad Schmicker of Wausau Festival of Arts.
4. **Public Transport Business – Northwoods Transport**, license applicant Aaron Schloemer for a new public transport business specifically dedicated to medical transportation with one van in use.

**\*Note** *Links to the Special Events Applications will be emailed to the committee*

### **STAFF RECOMMENDATION**

---

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Kody Hart, Deputy Clerk

Date of Report: November 17, 2023

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

<b>RESOLUTION OF THE CITY COUNCIL</b>	
Opposition of H.R. 3557, the “American Broadband Act of 2023.”	
Fiscal Impact:	-0-
<b>File Number:</b>	23-1210
<b>Date Introduced:</b>	December 19, 2023

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

**RESOLUTION**

WHEREAS, H.R. 3557, the “American Broadband Act of 2023” was approved by the House Committee on Energy and Commerce without any testimony from state or local government representatives;

WHEREAS, Had state or local government representatives been allowed to speak, municipalities surely would have made the committee aware that this bill represents an unprecedented and dangerous usurpation of local government authority to manage public rights-of-way and land use;

WHEREAS, the bill requires local governments to cede a great deal of control to private telecommunications companies, but they are getting nothing in return - no obligation to provide broadband to “unserved” and “underserved” areas, no timeline for construction, and no accountability to communities;

WHEREAS, H. R. 3557 strips local governments of monetary compensation in favor of cable, wireless and telecommunications providers;

WHEREAS, H. R. 3557 pre-empts local governments’ management authority, zoning powers, cable franchising authority, and property rights;

WHEREAS, H. R. 3557 deems siting decisions as granted if not denied by a local government within 60



days, which is as little as 25 % of the time the federal government gives itself to make identical decisions concerning access to federal property;

WHEREAS, H. R. 3557 makes virtually any local government decision not to allow a provider to install a wireless facility a “prohibition” preempted by federal law, and it would require local governments to draft and publicly release a written explanation for the decision to deny an application on the same day it votes on the decision—a virtually impossible task;

WHEREAS, H. R. 3557 substitutes the FCC for the local federal district court as the reviewing body for challenges to local government decisions regarding wireless facility applications, thus breaking the promise made by Congress in 1996 that local governments would not be required to travel to Washington to defend local decisions;

WHEREAS, H. R. 3557 would eliminate Wisconsin’s 10-year cable TV licensing renewal requirement and would allow video service providers to ignore provisions for “good cause,” thereby further restricting the ability of the State to enforce video service statutory obligations such as public, educational, and government access channel capacity and customer service requirement;

WHEREAS, H. R. 3557 affirmatively grants cable operators the right to use local rights-of-way to provide non-cable services while prohibiting localities from imposing any fees on non-cable services for use of those rights-of-way;

WHEREAS, H. R. 3557 waives historic preservation (NHPA) and environmental (NEPA) rules;

BE IT RESOLVED, that the City of Wausau urges you to vote against H. R. 3557 when it comes to a floor vote as this bill undermines local and state government authority to an unprecedented degree and seeks to tie the hands of local governments; and

BE IT FURTHER RESOLVED that the proper city officials and staff are hereby authorized and directed to execute any and all documents or agreements which are necessary to accomplish the reprogramming of funds.

Approved:

---

Katie Rosenberg Mayor

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

**RESOLUTION OF THE  
COMMON COUNCIL**

Instructing City staff to prepare a grant application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) grant for the Eesa, LLC Bakery at 201 Forest Street.

Committee Action:     None

Fiscal Impact:         None

**File Number:**         23-1213

**Date Introduced:**     December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**WHEREAS**, the City of Wausau has a long track record of successful public-private partnerships to facilitate quality redevelopment activities that increase economic benefits to the City of Wausau and further economic development goals; and

**WHEREAS**, Karen and Andrew Huang have formed Eesa, LLC to purchase the commercial property at 201 Forest Street to redevelop the space into a bakery; and

**WHEREAS**, the property is currently occupied by a commercial building that was built in 1947 and has many seasons of neglect and disrepair which has created an eyes sore on a main corridor of traffic in downtown Wausau; and

**WHEREAS**, Eesa, LLC projects \$1,221,705 in estimated project costs to renovate the building and property; and

**WHEREAS**, Wisconsin Economic Development Corporation (WEDC) administers the Community Development Investment (CDI) Grant which supports urban community redevelopment efforts by

providing financial incentives for shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts; and

**WHEREAS**, the \$250,000 CDI grant from WEDC would aid in Eesa, LLC redeveloping the site, creating jobs in the community, and adding value to the City's downtown; and

**WHEREAS**, Eesa, LLC, as the direct applicant to WEDC, will be wholly responsible to follow all rules and regulations of the WEDC contract and will cover the costs and requirements of all reporting, audits, compliance, and default if applicable under any WEDC award; and

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Wausau, that the proper City officials are hereby authorized and encouraged to assist Eesa LLC Bakery in submitting an application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) grant.

Approved:

---

Katie Rosenberg, Mayor

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

**RESOLUTION OF THE COMMON COUNCIL**

Approving Master Partnership Agreement between the City of Wausau, Wausau Water Works and Community Infrastructure Partners LLC for lead service line replacement and related infrastructure work.

Committee Action:     None

Fiscal Impact:

<b>File Number:</b>	23-1215	<b>Date Introduced:</b>	December 19, 2023
---------------------	---------	-------------------------	-------------------

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City desires to augment and expand the capabilities of its Public Works Department to address lead service water lines that exist in the community; and

**WHEREAS**, a Request for Professional Qualifications to deliver comprehensive community-based delivery system model for lead service line replacement and associated infrastructure work was published; and

**WHEREAS**, the City reviewed and accepted Community Infrastructure Partners LLC’s (“CIP”) Statement of Qualifications; and

**WHEREAS**, the Wausau Water Works, at their meeting of October 17, 2023, discussed and recommended entering into a contract with CIP for lead service line replacement and related infrastructure.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute an agreement in substantial form with Community Infrastructure Partners LLC for lead service line replacement and associated infrastructure.

Approved:

---

Katie Rosenberg, Mayor



### **Minutes of October 17, 2023**

A meeting of the Wausau Water Works Commission was called to order at 11:30 a.m. in City Hall on Tuesday, October 17th, 2023. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 13th, 2023.

Members Present: President Rosenberg, Commissioners Herbst, Robinson, Force, Gehin Others Present: Eric Lindman, Scott Boers, Ben Brooks, Tegan Troutner, James Henderson WebEx: Monica Dvorak, Susan Wojtkiewicz/ Donohue, Sean Agid/ CIP, Shawn Kerachsky/ CIP, Pete Littleton/ CIP.

#### **8) Discussion and Possible Action Approving a Contract with Community Infrastructure Partners (CIP) for Lead Service Line Replacements.**

Lindman began this is the contract for LSL 5-year replacement, legal reviewed but had comments to discuss with CIP's Attorney but this is the concept moving forward for this project. If the commission would approve this subject to legal final review discussion and clarification.

Troutner reviewed certain clauses and issues for discussion within the contract that needed to be reviewed and discussed. See YouTube video for Wausau Water Works Commission Meeting 10/17/2023.

Robinson motioned to approve entering a contract with CIP subject to legal review and approval with authorized official signing off on it upon a resolution. Seconded by Herbst.

Motion Carried 5-0.



**TO:** Wausau Waterworks Commission

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

**DATE:** December 19, 2023

**SUBJECT:** Community Infrastructure Partners Contract – LSL Replacement Plan

---

City staff prepared a Request for Qualifications (RFQ) to solicit Statement of Qualifications (SOQ) from qualified firms who have had experience in establishing performance-based contracting and establishing Community Based Public Private Partnerships (CBP3) as a delivery method to complete infrastructure projects. Community Infrastructure Partners (CIP) was the only firm who submitted a State of Qualifications. The SOQ provided by CIP was reviewed and scored by staff and brought to the Board of Public Works (BPW) for consideration to move forward working with CIP to establish a Scope of Work. Staff began working with CIP in August 2023 to draft a Scope of Services, Contract for Services and establish Performance Incentives. The Draft of the Contract and Scope of Services was brought to the Wausau Water Works Commission in October 2023 and approved.

The Contract and Scope of Services included for your review and approval consideration establishes a Master Services Agreement or contract with CIP. The Scope of Services outlines the work to be completed on a year-to-year basis. This Scope of Services establishes the work to be delivered in 2024 based on the funding the City is proposed to receive. Each year the Scope of Work will be amended and brought back to the Commission/Council for approval along with the proposed amount of federal/state funding for Lead Service Line (LSL) Replacement.

Each year funding needs to be requested from the State DNR Environmental Fund Loan Program. This program allows the city to be considered each year for Principal Forgiveness Loans. The 2024 proposed funding to Wausau for private side LSL replacement:

Total = \$5,790,028  
Principal forgiveness = \$3,641,078  
Subsidized Loan (0.25%) = \$2,148,950

Once the contract is approved, city-wide public outreach will begin. Currently CIP is working to verify the City LSL inventory within the areas proposed for replacements in 2024. Next steps for the funding will be for the Council to approve a resolution accepting the loan funds from the state and closing on those loans before construction is to begin in spring of 2024. Bidding of the project is expected to begin February 2024.

**MASTER PARTNERSHIP AGREEMENT**  
**FOR A COMMUNITY-BASED PUBLIC PRIVATE PARTNERSHIP FOR LEAD**  
**SERVICE LINE REPLACEMENT AND RELATED INFRASTRUCTURE WORK**  
**BETWEEN**  
**CITY OF WAUSAU,**  
**WAUSAU WATER WORKS**  
**AND**  
**COMMUNITY INFRASTRUCTURE PARTNERS LLC**

November     , 2023



**TABLE OF CONTENTS**

**Article I. THIS AGREEMENT ..... 1**

    Section 1.1     *Purpose* ..... 1

    Section 1.2     *Term* ..... 2

    Section 1.3     *Entire Agreement*..... 2

**Article II. DEFINITIONS AND GENERAL PROVISIONS ..... 2**

    Section 2.1     *Terms Generally* ..... 2

    Section 2.2     *Definitions*..... 2

    Section 2.3     *Data Sharing and Notifications*..... 11

**Article III. Annual Planning..... 11**

    Section 3.1     *Preparation and Contents of the Annual Plan* ..... 11

    Section 3.2     *Review and Approval of the Annual Plan* ..... 13

    Section 3.3     *Amendment of Final Annual Plan*..... 13

**Article IV. Project Planning and Pre-Construction ..... 13**

    Section 4.1     *Development of Project Books* ..... 13

    Section 4.2     *Termination of Budgeted Projects Prior to Final Project Book* ..... 14

    Section 4.3     *Submission of Project Books*..... 14

    Section 4.4     *City Review of Project Books* ..... 14

    Section 4.5     *Amendment of Final Project Book*..... 15

**Article V. Construction ..... 15**

    Section 5.1     *General Scope of Construction Period Work* ..... 15

    Section 5.2     *Engagement of Certifier*..... 15

    Section 5.3     *Project Site; Access Roads and Utilities* ..... 15

    Section 5.4     *Construction* ..... 16

    Section 5.5     *Construction Management, Monitoring and Review; Inspections; Acceptance* ..... 18

    Section 5.6     *Change Orders* ..... 19

**Article VI. Compensation..... 21**

    Section 6.1     *Actual Program Costs*..... 21

    Section 6.2     *Base Fee* ..... 21

    Section 6.3     *Performance-Based Fee* ..... 21

    Section 6.4     *General Requirements & Conditions*..... 22

    Section 6.5     *Method of Payment by the City* ..... 22

    Section 6.6     *Interim Financing* ..... 23

Section 6.7	Reconciliation .....	24
<b>Article VII. Indemnification and Insurance .....</b>		<b>24</b>
Section 7.1	Manager Indemnification .....	24
Section 7.2	Insurance .....	24
<b>Article VIII. Contract Extension .....</b>		<b>25</b>
Section 8.1	Extension Period .....	25
<b>Article IX. Regionalization .....</b>		<b>25</b>
Section 9.1	Regional LSL Professional Services .....	25
<b>Article X. MISCELLANEOUS .....</b>		<b>25</b>
Section 10.1	Representations, Warranties and Covenants of the Manager .....	25
Section 10.2	Representations and Warranties of the City.....	26
Section 10.3	Notices.....	27
Section 10.4	No Personal Liability.....	27
Section 10.5	Waiver; Amendment .....	27
Section 10.6	Entire Agreement.....	27
Section 10.7	No Third-Party Beneficiaries.....	28
Section 10.8	Severability .....	28
Section 10.9	Governing Law .....	28
Section 10.10	Time is of the Essence; Deadlines .....	28
Section 10.11	Relationship of Parties.....	28
Section 10.12	Captions and Interpretation .....	28
Section 10.13	Counterparts/Electronic Signature .....	28
Section 10.14	Termination.....	28
Section 10.15	Dispute Resolution .....	29

**MASTER PARTNERSHIP AGREEMENT**

THIS MASTER PARTNERSHIP AGREEMENT (“this Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a municipal entity created by the state of Wisconsin, and its municipal water authority, WAUSAU WATER WORKS (collectively, “the City”), and COMMUNITY INFRASTRUCTURE PARTNERS LLC, a Delaware limited liability company (the “Manager”). The City or the Manager or both may be referred to herein as a “Party” or the “Parties.”

**WITNESSETH**

WHEREAS, the City desires to augment and expand the capabilities of its Public Works Department to address lead service water lines that exist in its community;

WHEREAS, in 2023, the Manager responded to a Request for Professional Qualifications to deliver a comprehensive community-based delivery system model for lead service line replacement and associated infrastructure work;

WHEREAS, the City has accepted the Manager’s Statement of Qualifications as implemented by this Agreement;

WHEREAS, the City believes that the community-based public private partnership delivery model (the “Program”) provides significant advantages through (a) performance-based structure that shifts delivery risk from the City to the Manager; (b) resources to focus on accessing private property; (c) access to a large base of skilled subcontractors in the region that can maximize pricing efficiencies by combining economies of scale and increasing competition in the marketplace; and (d) greater construction capacity to manage program scale;

WHEREAS, the Manager and the City have agreed to enter into this Agreement with respect to the planning, design, construction, installation, management, maintenance, repair, replacement and inspection of Projects (hereinafter defined);

WHEREAS, the Parties acknowledge that there are significant opportunities for public benefit in the development, implementation and use of lead service line replacement and associated infrastructure management in and around the City; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do covenant and agree as follows:

**ARTICLE I.  
THIS AGREEMENT**

Section 1.1 Purpose. The purpose of this Agreement is to establish the terms and conditions pursuant to which the Manager shall (a) work with the City to develop and agree upon an Annual Plan (as defined below) setting forth the scope of Work (as defined below) to be completed within each such plan, (b) develop community and stakeholder outreach programs to provide access to private property, and (c) create workforce and contractor development

programs to ensure sufficient capacity to replace all lead service lines throughout the City in an accelerated manner.

Section 1.2 Term. The term of this Agreement shall commence on the Effective Date and end on December 31, 2029, unless extended by mutual written agreement of the Parties or terminated earlier pursuant to the terms of this Agreement (the “Term”).

Section 1.3 Entire Agreement. This Agreement, including the schedules attached hereto, (a) constitutes the entire and complete agreement with respect to the Work and the Budgeted Projects (as defined below) and (b) supersedes all prior or contemporaneous understandings, arrangements and commitments, whether oral or written, relating to the subject matter hereof. The descriptions of any such agreements herein, in each and every case, are subject entirely to the actual terms of those agreements as executed.

## **ARTICLE II. DEFINITIONS AND GENERAL PROVISIONS**

Section 2.1 Terms Generally. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation/” except as the context may otherwise require. The words “agree,” “agreement,” “approval” and “consent” shall be deemed to be followed by the phrase “which shall not be unreasonably withheld or unduly delayed” except as the context may otherwise require. The word “or” is not exclusive. The phrase “sole cost and expense,” when used with respect to a cost or expense to be paid by the Manager, means that no portion of the amount payable shall be paid by the City apart from the Project Book Prices (as such term is defined below). Words in the singular number include words in the plural and vice versa unless the context of the usage of such term clearly indicates otherwise.

Section 2.2 Definitions. The following are definitions of certain terms used in this Agreement.

“Acceptance” or “Accepted” means the ultimate acceptance of all of the Work in each Completed Project by the City.

“Affiliate” means, when used with reference to a specified Person, any Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

“Agreement” shall have the meaning ascribed to it in the first paragraph of this Agreement, as the same may be amended from time to time in accordance with the terms herein.

“Applicable Laws” means (a) every applicable federal, state or City law, code, rule, constitution, mandate, statute, regulation, Permit, ordinance, municipal charter provision, and (b) any interpretation or administration of any of the foregoing by any Governmental Authority, in each case, which applies to the activities or Parties under this Agreement, whether now or hereafter in effect.

“Application for Payment” shall have the meaning specified in Section 6.5.

“Authorized Representative” means the City’s Authorized Representative and/or the Manager’s Authorized Representative as the context of the usage of such term may require.

“Billing Month” means each calendar month in each Billing Year.

“Billing Year” means a Fiscal Year comprised of twelve (12) calendar months ending on December 31 of a given year, except that (a) the first Billing Year shall commence upon the Effective Date and end on December 31 next thereafter and (b) the last Billing Year shall end concurrently with the end of the Term or, if applicable, on the date of termination of this Agreement.

“Budgeted Project” shall have the meaning set forth in Section 3.1.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday, which is not a legal holiday in the City.

“Certifier” means the person or firm engaged to verify to the City the Manager’s performance of Work in accordance with the requirements of this Agreement.

“Change in Law” means (a) the enactment, adoption, promulgation, modification or repeal, after the Effective Date, of any Applicable Law or any change in interpretation thereof by any Governmental Authority or (b) the imposition, after the Effective Date, of any conditions on the issuance, modification or renewal of any Permit which, in either event, (1) adversely affects the Manager’s performance of the Work or increases the Manager’s costs to perform the Work, (2) adversely affects the City’s ability to perform its obligations hereunder, or (3) imposes requirements on the applicable Party that are more burdensome than the most stringent requirements that (A) are in effect on the Effective Date or (B) have been accepted by the Manager in any applications for Permits.

The enactment into law after the Effective Date of any Applicable Law establishing a fee, charge, levy or assessment, or the increase of same, which was not in effect as of the Effective Date, shall be considered a Change in Law under this Agreement. The enactment into law after the Effective Date of any federal, City or state tax law imposing or changing the rate of income taxation upon the Manager or the owners of the Manager shall not be considered a Change in Law or any other Uncontrollable Circumstance under this Agreement. Changes in local tax law directly affecting the costs or timing of the Work may constitute a Change in Law.

“City Cause” means any material breach, failure, nonperformance or noncompliance by the City with the terms and provisions of this Agreement for any reason (other than Uncontrollable Circumstance or Manager Cause) or any act or omission of any officer, agent, employee, subcontractor or independent contractor of the City (other than the Manager or the Certifier) which, prevents or materially delays, either individually or cumulatively, (i) the City’s performance of its obligations under this Agreement, (ii) the Manager’s performance of its obligations under this Agreement, (iii) prevents or materially delays the Work on the relevant Budgeted Project, (iv) causes a material increase in the Manager’s actual project costs for such Project or (v) deprives the Manager of any of its material rights under this Agreement.

“City Indemnified Parties” shall have the meaning set forth in Section 7.1.

“Change Order” shall have the meaning set forth in Section 5.6.

“Change Order Proposal” shall have the meaning set forth in Section 5.6.

“Compensable Change Order(s)” means a change to the Work, the cost thereof or the schedule for a Budgeted Project that arises from (a) an Uncontrollable Circumstance, or (b) City Cause.

“Completed Project” shall mean a Project for which the Certifier has confirmed the project is Substantially Complete.

“Construction Commencement Date” means, with respect to each Budgeted Project, the earlier of (a) the date on which construction activities begin at the applicable Project Site and (b) the date on which the Manager commences acquiring equipment or materials for use at the Project Site.

“Construction Season” shall be defined as the period during each calendar year commencing on approximately May 1 and ending on approximately November 1.

“Construction Work” means Work contracted for by the Manager which is subject to competitive bidding requirements, and not Work contracted for professional services.

“Contractor” means any firm engaged by the Manager that provides Work but does not include vendors or suppliers for Manager’s overhead, administrative, general requirements or insurance. Notwithstanding the foregoing, this term shall refer to general contractors, prime contractors, subcontractors, and vendors contracted for implementation of the Program, and including software, job cost accounting, project controls, outreach, marketing/communications, contractor/workforce development vendors.

“Direct Costs” means the costs incurred and paid or payable by the Manager in connection with the performance of the Work proposed in each Project Book and the Program. These costs shall include all costs associated with Contractors and Subcontractors directly working on Work related to the Program.

“Effective Date” means the date of the execution of this Agreement by the Parties.

“Emergency” means an incident beyond the reasonable control of the Manager and Contractors requiring immediate action on the part of the Manager, which incident, if not immediately addressed, may reasonably be expected to result in imminent and substantial damage, injury or loss.

“Engineer” means a qualified engineer selected and engaged by Manager who has demonstrated experience in the area of civil engineering, planning, surveying, permitting, LSL replacements and water engineering.

“Environmental Litigation” means any lawsuit, filed in a court, arising out of soil or groundwater contamination, air contamination, or surface water contamination with recognized pollutants, whether initiated by federal or state governmental entity or by a private party.

“Final Project Book” shall have the meaning specified in Section 4.3.

“Fiscal Year” means each year of this Agreement commencing on January 1 and ending on the immediately succeeding December 31.

“Governmental Authority” means any federal, state, regional, municipal, city, or local government, any political subdivision thereof, or any other governmental, public or statutory instrumentality, authority, body, agency, commission, or court having jurisdiction over, as applicable, the Program, the Project(s), the Project Site(s), or the transactions with respect to the development, construction, installation, management, operation or maintenance of the City’s drinking water system.

“Interim Financing” means a debt of the City incurred to temporarily finance the Work of the Manager until permanent financing is obtained from annual grant funding or other sources.

“Interim Financing Costs” means the net interest, fees, and charges associated with the City issuing Interim Financing to the Manager, including attorney’s fees.

“Invitation to Bid” means a written invitation to prospective suppliers to submit a bid on materials or services.

“Key Performance Indicators” or “KPIs” shall mean a quantifiable measure of performance over time for a specific objective. Annual KPIs are measured in twelve-month segments during the Term of this Agreement and Semi-Annual KPIs are measured in six-month segments during the Term of this Agreement Term.

“Local Business” means a business entity located in the state of Wisconsin.

“Local Business Utilization KPI” shall mean the Semi-Annual KPI as set out by Schedule 3 which is earned if the Manager awards at least fifty percent (50%) of Construction Work to Local Businesses.

“LSL” shall mean Lead Service Lines.

“LSL Cost KPI” shall mean the Annual KPI as set out by Schedule 3 which is structured as a not-to-exceed value per LSL replaced. The not-to-exceed value shall be determined annually in each Annual Plan in negotiations with the City. If the Manager delivers the scope at or less than agreed upon not-to-exceed value per LSL replaced, then the Manager earns this KPI. Any savings below the agreed upon per LSL not-to-exceed value shall be utilized by the Manager to replace additional LSLs.

“LSL Implementation Schedule KPI” shall mean the Annual KPI as set out by Schedule 3 which is earned if the Manager replaces a minimum number of LSLs each year, as determined

annually in each Annual Plan in negotiations with the City, and adjusted in each Project Book if funding availability differs from what was initially projected.

“LSL Professional Services” means engineering, architectural, legal, and other professional services related to LSL replacement under this Agreement, which may include services outlined in Wis. Admin. Code NR § 166.07(1)(q).

“Losses” means any and all debts, claims, obligations and other liabilities, monetary damages, fines, fees, assessments, impositions, interest obligations, losses, costs, expenses (including amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors, engineers and other experts, and other expenses of litigation) and any and all out-of-pocket costs incurred by the City for the procurement of similar services to cover any default by the Manager.

“Manager” shall have the meaning ascribed to it in the first paragraph of this Agreement identifying the Parties hereto.

“Manager Cause” means (a) any material breach, failure, nonperformance or noncompliance by the Manager with the terms and provisions of this Agreement for any reason except to the extent such breach, failure, nonperformance or noncompliance is caused by the occurrence or continuing effect of an Uncontrollable Circumstance or City Cause, or (b) any material breach, failure, nonperformance, noncompliance, negligence or willful misconduct of any agent, officer, or employee of the Manager which prevents or, individually or cumulatively, materially interferes with or delays the City’s performance of its obligations.

“Master Project List” means a list prepared by the Manager and updated monthly documenting (a) all Proposed Projects, which are prioritized based on their relative value to the Program, as determined in Manager’s reasonable discretion; (b) a schedule for the replacement and Substantial Completion of the Proposed Projects; and (c) an estimate of the number of LSL replacements.

“Material Change Order” shall have the meaning set forth in Section 5.6.

“Monthly Status Report” shall have the meaning set forth in Section 5.5.

“Notice” means written notice from the Authorized Representative of the applicable Party to the other, all in accordance with Section 10.3 and the timeframes and other applicable requirements of this Agreement.

“Permits” means all actions, reviews, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, licenses, filings, zoning changes, and entitlements which are required under Applicable Law to be obtained or maintained by any Person with respect to either or both of the subject Project or the Work.

“Person” means, without limitation, any individual, person, firm, corporation, company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority, and other entities.



“Posting Notice” shall mean an automatic and concurrent electronic notification (by email) to be generated and transmitted to all Parties each time information or data has been posted to a Project Dataroom.

“Program” shall have the meaning specified in the Recitals to this Agreement.

“Project” shall mean a Proposed Project, Budgeted Project, or Completed Project, as the context requires.

“Project Book” means a document setting forth, with respect to each Budgeted Project included therein:

- (a) its location and scope of Work (as defined below);
- (b) the LSLs and related improvements to be constructed or installed on the Project Site;
- (c) the proposed Construction Commencement Date and the Scheduled Substantial Completion Date (as defined below);
- (d) the estimated number of LSLs to be replaced;
- (e) the Manager’s estimated Project Book Price;
- (f) the Manager’s estimated annualized compensation for the Work for each such Project;
- (g) specifications for the scope of Work for each such Project;
- (h) a list of proposed Contractors and Subcontractors for each such Project; and
- (i) a list of the anticipated Permits required for each such Project.

“Project Book Amendment” shall have the meaning set forth in Section 4.4.

“Project Book Price” means the total price to fully replace the full LSL project bundle within a given Project Book.

“Project Dataroom” means the virtual data room maintained by the Manager (or a Contractor engaged by it) for each Project.

“Project Site” means, with respect to each Budgeted Project, the geographic area specified in the Project Book.

“Proposed Project” means a group of LSLs proposed to be replaced pursuant to the Program.

“Schedule” means a schedule to this Agreement which is incorporated into and shall be a part of this Agreement, unless the context or usage of such term clearly indicates a reference to another document.

“Scheduled Substantial Completion Date” shall, to the extent applicable, be the date anticipated for Substantial Completion of a Budgeted Project as stated in the applicable Project Book or as changed by Notice from the Manager in accordance with Section 5.1, as such Scheduled Substantial Completion Date may be extended pursuant to this Agreement.

“Section” means a section of this Agreement, unless the context or usage of such term clearly indicates a reference to another agreement or statute.

“Site Owner” shall mean the owner of real property where a Project is located.

“Subcontractor” means any firm engaged by a Contractor that provides Work but does not include vendors or suppliers for Manager’s overhead, administrative, general requirements or insurance.

“Substantially Complete” or “Substantial Completion” means that all of the Work with respect to a Project is sufficiently complete such that it is capable of functioning, as reasonably determined by the Certifier.

“Target Class Business” shall mean a business entity that is small business, a minority-owned business, a woman-owned business, a veteran owned-business, or a union business.

“Target Class Business Utilization KPI” shall mean the Semi-Annual KPI as set out by Schedule 3 which is earned if the Manager awards a negotiated percentage of Construction Work to Target Businesses.

“Term” shall have the meaning specified in Section 1.2.

“Training Individuals and Businesses KPI” shall mean the Annual KPI as set out by Schedule 3 which is earned if the Manager implements a Workforce or Contractor Development Program and achieves the quantifiable goals set out in Schedule 2 for each year or determined annually in each Annual Plan in negotiation with the City.

“Uncontrollable Circumstance” means any act, event or condition that:

- (a) prevents or, individually or in the aggregate, materially delays the Manager or the City from fulfilling its obligations hereunder, or
- (b) materially increases the cost of performing the applicable Party’s obligations under this Agreement, to the extent such act, event or condition is due to circumstances beyond the reasonable control of the Party asserting an Uncontrollable Circumstance; provided, however, such act, event or condition shall not be the result of such Party’s failure to perform its obligations hereunder in accordance with the terms and conditions of this Agreement.

- (1) Subject to said terms and conditions, the following acts, events or conditions are examples, but not limitations, of what may qualify as an Uncontrollable Circumstance:
- (A) an act of God, hurricane, tornado, severe storm, tsunami, severe flood, epidemic, pandemic, severe earthquake, severe fire, explosion or landslide, act of a public enemy, terrorism, war, blockade, insurrection, riot, restraint of government and people, civil disturbance, sabotage or similar occurrence;
  - (B) the order, injunction or judgment of any Governmental Authority, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; excepting decisions interpreting federal, City, state or local tax laws; provided, so long as such order, injunction or judgment did not arise from the negligence or the willful misconduct of the Manager. For the avoidance of doubt, neither the contesting in good faith of any such order, injunction or judgment nor the reasonable failure to so contest shall constitute or be construed as negligence or the willful misconduct of the Manager;
  - (C) the suspension, termination, interruption, denial, failure to issue, modification, or failure of renewal of any Permit; so long as such act, event or condition did not arise from the negligence or willful misconduct of the Party relying thereon and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as negligence or willful misconduct of such Party;
  - (D) a Change in Law;
  - (E) any subsurface or latent physical condition (including the presence or discovery of protected species, archaeological objects, unusual geological conditions or hazardous waste, but excluding such materials brought to a Project Site by the Manager), which shall prevent, or require redesign or change in, the construction of, or adversely affect the Work completion schedule for, the relevant Budgeted Project;
  - (F) the failure of any Contractor to furnish services, materials, supplies, utilities or equipment on or before the dates agreed to, or the failure of any Subcontractor to procure labor or transportation in the open market; provided (i) such failure is the result of an act, event or condition outside of the Manager's reasonable control and not due to the negligence or willful misconduct of the Manager, (ii) such failure materially and adversely affects the Manager's ability

to perform its obligations and (iii) the Manager is not reasonably able to obtain substitute services, materials, supplies, utilities, equipment, labor or transportation at comparable cost on or before the agreed upon dates;

- (G) any labor strike, walkout, work stoppage or slowdown or similar industrial or labor action by the employees of the Manager or any of its Contractors performing Work on a Budgeted Project which directly results in a material delay in the performance of the Work, unless the final adjudication by a court of competent jurisdiction finds that such event was principally caused by the Manager's breach of any applicable collective bargaining agreement;
- (H) the failure of the Certifier to perform its obligations other than as a result of Manager Cause; and
- (I) Any interference by the Site Owner, or any officer, agent, employee, subcontractor or independent contractor of the Site Owner, with the development or maintenance of a Project, or damage to a Project caused by the Site Owner or any Person permitted on the Project Site by the Site Owner, or the failure of the Site Owner properly to maintain or protect the Project Site.

(2) None of the following acts, events or conditions shall constitute an Uncontrollable Circumstance under this Agreement:

- (A) any act, event or condition which is caused by the negligence or willful misconduct or interference of (i) the Manager, any of its Affiliates or (ii) the City, its subcontractors, agents or employees; provided, however, if the affected Party is the Manager, then a Change in Law resulting from an enactment of an Applicable Law by the City shall nevertheless constitute an Uncontrollable Circumstance;
- (B) reasonably anticipated weather conditions in the geographic area of the City, other than those listed in (1)(A) of this definition or other prolonged, severe weather conditions; and
- (C) changes in the financial condition of the City, the Manager, Affiliates or any contractor or subcontractor or supplier affecting the affected Party's ability to perform its obligations under this Agreement.

(3) The City may not assert the occurrence of an Uncontrollable Circumstance in order to excuse or delay the making of any payment due pursuant to this Agreement. In the event that the City is excused from the timely performance of any obligation hereunder because of the occurrence of an Uncontrollable Circumstance, the Manager shall be entitled to submit a Material Change

Order, the need for which is directly attributable to the City's excused or delayed performance as a consequence of such Uncontrollable Circumstance.

“Warranty Period” means, with respect to a given Project, the period beginning upon Substantial Completion of that Project and lasting one (1) year thereafter.

“Work” means all the duties, obligations and activities the Manager is responsible for performing or causing to be performed with respect to each Project.

Section 2.3 Data Sharing and Notifications.

Section 2.3.1 Project Dataroom. As a general rule, all documents with respect to the Program and the Projects shall be posted to the Project Dataroom maintained by the Manager when and as they are ready for delivery to the other Party. So long as the City has provided to the Manager the names and valid email addresses for its Authorized Representatives and the Certifier, the Manager shall provide, or cause the Project Dataroom operator to provide to the City, its Authorized Representatives and the Certifier, at all times, full and complete access to the Project Dataroom, including the right and ability to view, print and download the information therein.

Section 2.3.2. Posting Notification. Each Party shall, promptly upon posting any document or information to the Project Dataroom, deliver or cause to be delivered to the other Parties (including their respective Authorized Representatives) a Posting Notice.

Section 2.3.3. Confidentiality and Disclosure. The Parties acknowledge and agree that, given the novel and innovative nature of the Program, (i) information contained in the Project Dataroom is intended to be of a confidential and proprietary nature, and (ii) access by, and disclosure of information in the Project Dataroom to, third parties (other than the Certifier or the Engineer) could either impair the future ability of the City, the Manager or its Affiliates to obtain information in a similar or different project or manner or could cause substantial harm to the competitive position of the City and/or the Manager or its Affiliates in similar or different endeavors. The City and the Manager will provide prompt Notice to each other of any requests from third parties (other than the Certifier or the Engineer) for information from or access to the Project Dataroom. The Parties further agree that in the event that use of the Project Dataroom as contemplated herein causes an enhanced risk of the disclosure to third parties (other than the Certifier or the Engineer) of confidential or proprietary information posted in the Project Dataroom, the Parties will collaborate in an effort to either make appropriate modifications to the requirements of the Project Dataroom or consider alternative means of communicating information under this Agreement intended to maintain the confidentiality of such information. Nothing herein shall prevent, impede or limit the City from complying with its obligations under Applicable Law with respect to the disclosure of information.

**ARTICLE III.  
ANNUAL PLANNING**

Section 3.1 Preparation and Contents of the Annual Plan.

- (a) Preparation of the Annual Plan. During the one (1) year period prior to each Construction Season (or, with respect to the first Construction Season, within one hundred twenty (120) days following the Contract Date), representatives of the City and the Manager shall, not less than on a monthly basis, meet to discuss (a) the Proposed Project(s) contemplated to be initiated during the upcoming Construction Season, and (b) the workforce and/or contractor development requirements contemplated for the upcoming Construction Season. Based on such discussions between the Parties, not less than one hundred twenty (120) days prior to the start of each Construction Season (or, in the case of the first Billing Year, within one hundred twenty (120) days after the Contract Date), the Manager shall prepare a draft of the Annual Plan.
- (b) Contents of the Annual Plan. The draft Annual Plan, which shall be substantially in the form attached hereto as Schedule 1, shall set forth:
  - (1) For each Proposed Project anticipated to be initiated during the upcoming Construction Season:
    - (A) the proposed Project Site;
    - (B) the total number of LSLs to be replaced within the City’s utility service area once such Proposed Project is Substantially Complete and Accepted;
    - (C) the anticipated Construction Commencement Date;
    - (D) the anticipated date of Acceptance;
    - (E) the budget for each such Annual Plan (“Annual Plan Budget”); and
    - (F) based on the Annual Plan Budget, the estimated Base Fee and Deferred Compensation Fee (as such terms are defined below).
  - (2) An anticipated project schedule for the applicable Construction Season with respect to each Budgeted Project.
  - (3) Proposed community outreach and stakeholder engagement activities for the upcoming calendar year.
  - (4) Proposed workforce and/or contractor development activities for the upcoming Construction Season.

The Manager acknowledges and agrees that City will rely on such Annual Plan in determining the amount of the aggregate funding needed for development and construction of the Proposed Project(s) for each applicable Construction Season. The scope of each Annual Plan will be developed in alignment with the expected incoming funding from the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), commonly known as the “Bipartisan Infrastructure Law,” administered through Wisconsin Department of Natural Resources

(“WDNR”) and any other funding sources available to the City. Accordingly, in preparing the Annual Plan, the Manager shall use good faith estimates based on its current understanding of the relevant facts and circumstances for each Proposed Project.

If the Parties cannot agree on the Annual Plan Budget for one or more Proposed Project(s), the City may elect, by delivering Notice to the Manager’s Authorized Representative, to (A) extend the date for approval of the Annual Plan, or (B) remove the Proposed Project(s) from the Annual Plan.

Each Proposed Project specified for implementation during a particular Construction Season, as set forth and approved in an Annual Plan, shall be deemed to be a “Budgeted Project” for purposes of this Agreement.

Section 3.2 Review and Approval of the Annual Plan. The City and the Manager shall collaborate in good faith to finalize each Annual Plan by no later than January 31 in each Fiscal Year, and in any event, prior to the start of each Construction Season. Each final Annual Plan, together with any changes, modifications or amendments thereto from time to time (the “Final Annual Plan”), shall be mutually acceptable to and executed by the Manager and the City. Upon execution thereof, a copy of each Final Annual Plan shall be attached as an exhibit to this Agreement.

Section 3.3 Amendment of Final Annual Plan. The Final Annual Plan for a Construction Season may only be amended, modified or supplemented with the prior written consent of the City and the Manager.

#### **ARTICLE IV. PROJECT PLANNING AND PRE-CONSTRUCTION**

Section 4.1 Development of Project Books. Not less than fifteen (15) months prior to the start of each Construction Season, the Manager and the City shall meet to review and discuss all Proposed Projects under the Program. By no later than twelve (12) months prior to the start of each Construction Season, the Manager and the City shall develop a list of Proposed Projects they agree to submit for implementation, pursuant to the process set forth in Section 4.3 below. Subject to the terms of Section 4.2 below, for each such Proposed Project, the Manager and the City shall cooperate in good faith to agree upon a list of Budgeted Projects and to finalize each Project Book therefor in accordance with the process set forth Section 4.4 below by no later than ten (10) months prior to the start of each Construction Season.

- (a) Competitive Pricing for Subcontracted Construction Work. Prior to submitting a Project Book to the City, the Manager shall conduct a public competitive pricing process for Subcontractors for all Construction Work expected to cost greater than \$25,000 relating to construction of the Budgeted Projects. The lowest bid responding to the Invitation to Bid by a responsible bidder shall be selected, unless all bids are rejected. The Manager shall make such bid submissions available to the City by no later than the time the Manager submits the proposed Project Book for the City’s review.

- (b) Permits and Licenses. The Manager shall secure or set forth the process to secure all Permits necessary to construct the relevant Budgeted Projects. The City shall exercise all commercially reasonable efforts to assist the Manager in obtaining these Permits. Manager may submit and the City may review a particular Project Book prior to the obtaining of all required Permits; provided, however, the City's review of such Project Book shall not relieve or otherwise diminish the Manager's obligation to secure Permits prior to the performance of the Work for which such Permits are required.
- (c) Access to Project Site. The Manager shall obtain, or cause to be obtained, any and all access rights, servitudes, easements and rights-of-way necessary to construct the relevant Budgeted Projects from all Persons (other than the City), including all utility providers. The City shall exercise all reasonable efforts to assist the Manager in obtaining such necessary access rights, servitudes, easements and rights-of-way, including, but not limited to, from the City.
- (d) Agreements with Site Owners. Manager is responsible for obtaining all access and/or easement agreements from any Site Owner to conduct the Work for a particular Project, as deemed necessary in the Manager's reasonable discretion.

Section 4.2 Termination of Budgeted Projects Prior to Final Project Book. Either the City or Manager shall have the right to terminate or defer consideration of a Budgeted Project prior to the City's review of the Project Book in accordance with Section 4.4 for the relevant Budgeted Project (in which case, the proposed Project Book shall be modified accordingly).

Section 4.3 Submission of Project Books. The Manager will submit to the City for review one or more Project Books. Unless otherwise specified in a submittal, a reasonable time for review and comment by the City shall mean ten (10) Business Days after its receipt of a Project Book for review and comment. Failure by the City to deliver comments in writing to Manager within ten (10) Business Days after its receipt of a Project Book shall constitute a waiver of any comments or objections thereto; provided, however, that if, within such ten (10) Business Day period, the City notifies the Manager in writing that additional review time is required, a failure of the City to provide comments shall not constitute a waiver unless such failure continues for an additional five (5) Business Days.

Section 4.4 City Review of Project Books. Upon the later to occur of completion of review by the City of each Project Book, and confirmation of the availability of funds sufficient to pay the sum of the estimated Project Book Prices for Projects included in such Project Book, each Project described therein shall constitute a "Budgeted Project" and thereafter such Project Book shall be referred to as a "Final Project Book." Manager shall thereafter proceed to implement the Budgeted Project(s) reflected therein in accordance with Article V. The Manager shall not be required to commence Work on a Budgeted Project unless the Manager shall determine, based upon such assurances or certifications from the City as Manager shall reasonably require, that adequate funds are available from the sources provided for herein for the Project Book Price for each Budgeted Project in the Final Project Book.



Section 4.5 Amendment of Final Project Book. A Final Project Book and a Budgeted Project may only be amended, modified or supplemented by written agreement of the City and the Manager or pursuant to a Change Order as authorized by this Agreement (each a “Project Book Amendment”).

## **ARTICLE V. CONSTRUCTION**

Section 5.1 General Scope of Construction Period Work. Following the City’s acknowledgement of a Final Project Book, the Manager shall deliver Notice to the City regarding any changes to the Construction Commencement Date and/or the Scheduled Substantial Completion Date for the applicable Budgeted Projects as stated in the Project Book. The Manager shall be responsible for selection, management and implementation of all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt and orderly prosecution and completion of the Work and the Budgeted Projects.

Section 5.2 Engagement of Certifier. Promptly following execution of this Agreement, the City and the Manager shall agree upon and the Manager shall engage a firm or an individual (the “Certifier”) appropriately qualified to inspect the construction Work performed, to advise the City whether or not such Work is performed in accordance with the applicable standards and to issue applicable KPIs for Projects that have achieved Substantial Completion. Either Party may, upon thirty (30) days’ Notice to the other Party, request that the Certifier be replaced by another mutually acceptable Person qualified to act in such capacity; provided that, unless agreed to by the Manager and accompanied by any necessary adjustment to the Scheduled Substantial Completion Date and the applicable Project Book(s), the Certifier shall not be replaced with respect to any Budgeted Project if such replacement would delay the completion or increase the cost of such Budgeted Project.

Section 5.3 Project Site; Access Roads and Utilities.

- (a) Site of Construction. Each Budgeted Project shall be constructed on the relevant Project Site described or depicted in the Final Project Book.
- (b) Access Roads and Utilities. If needed, the City will assist the Manager to obtain from the applicable municipality(ies) appropriate provision for roads, utilities and utility distribution systems within each Project Site. The Manager shall be responsible (i) for any damage, destruction, loss, or injury to roads, utilities and utility distribution systems within each Project Site caused by its negligence or willful misconduct in the performance of Work, (ii) for obtaining all necessary electricity service connections required for construction, installation and Substantial Completion of the relevant Budgeted Project, and (iii) with the cooperation of the City, for obtaining and maintaining all necessary taps into sewer and water lines. The cost of all such systems, design and construction shall be included in the Project Book Price.

The Manager shall be responsible for notifying all affected utility companies prior to performing any Work that could impact the relevant utility service or infrastructure and shall cooperate with the utility providers in connection with such Work. The Manager shall cooperate with the owners of any underground utilities or overhead utility lines in order to minimize the disruption of these utility operations to the extent reasonably practicable. In the event of interruption to utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Manager shall promptly notify the proper authority and shall cooperate in the restoration of the service.

Section 5.4 Construction.

(a) Minimization of Interference.

- (1) Public Convenience and Safety. The Manager shall at all times conduct the Work in a manner to create the least practicable interference and obstruction to all forms of traffic, the Site Owner and the general public, residents and tenants at or adjacent to the relevant Project Site, shall take commercially reasonable steps to minimize noise, any objectionable or unpleasant odors, dust, vibrations, inconvenience and disruption to such Persons, and shall comply with Applicable Laws governing construction activities.
- (2) Preservation, Protection and Restoration of Property. The Manager shall exercise reasonable care to protect the property of others from injury or loss arising from the Work. The Manager shall, to the extent practicable, keep each Project Site clean of dirt, debris, rubbish and waste materials arising out of the Work. At the completion of the Work, the Manager shall promptly remove all dirt, debris, rubbish and waste materials arising out of the Work from and about the Project Site, including any material laydown, staging, storage or work force area, which shall be returned in a clean, neat, and workmanlike condition.

(b) Discovery of Contamination. If, during construction, any Contractor encounters unexpected contamination or potential contamination such as, but not limited to: underground storage tanks, soil that is discolored or has an odor, or free product, the Contractor shall immediately take steps to ensure that the contamination is contained and protected and shall notify Manager. Manager shall deliver Notice to the City and the applicable Site Owner. Manager, City and such Site Owner shall determine the most appropriate next steps which may include:

- (1) Notification of the WDNR;
- (2) A decision whether the contamination can be removed, so as to allow the project to continue;
- (3) A decision to terminate, modify, or continue with construction; and/or

- (4) A Compensable Change Order for appropriate adjustments in the Project Book Price and Scheduled Substantial Completion Date.

The Manager shall not be compelled without its consent to continue with construction of the Project without a Compensable Change Order.

- (c) Environmental Litigation: Defense. In the event that the performance of all or any part of the Work on a Project or under the Program gives rise to Environmental Litigation where the City and/or Manager are named as defendants, each party shall be responsible for its own defense and liabilities.
- (d) Employees and Workmanship.
  - (1) Qualified Employees. Other than supervised apprentices or participants in workforce or contractor development/training programs, only personnel trained and skilled in the task assigned to them may be employed on any portion of the Work.
  - (2) Licensed Employees. When Applicable Laws require that certain personnel be licensed, then all such personnel employed on the Work shall be so licensed.
  - (3) Methods and Quality.
    - (A) All workmanship shall be of the standards set forth in the Project Book for such Budgeted Project. Recommendations of the manufacturers of specified materials shall be considered as a part of such specifications.
    - (B) Materials shall be accurately assembled and set, and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced and coursed.
  - (4) Supervision. The Manager shall ensure appropriate and adequate supervision at each Project Site at all times during the progress of the Work.
  - (5) Safety. The Manager shall require all legally mandated precautions to prevent injury or damage to persons and property in or about the Budgeted Project and each Project Site through until the applicable Project becomes a Completed Project.
  - (6) Emergencies. In the event of any Emergency affecting the safety of persons, the Work or property (including the Project Site and property immediately adjacent thereto), absent specific instructions or authorizations from the City if time or circumstances do not permit, the Manager shall take whatever reasonable measures are necessary under such circumstances to prevent or mitigate threatened damage, injury or

loss. The Manager shall, as expeditiously as reasonably practicable after the occurrence of such Emergency, give Notice to the City of such Emergency providing reasonable details thereof. If the Manager reasonably believes the Emergency required additional Work which was actually performed, the Manager may submit to the City a written statement describing in reasonable detail (a) the Work performed, (b) the cost of such Work and (c) the effect of the Work, if any, on the Project Book Price as set forth in the Project Book, or on the guarantees, warranties or obligations of the Manager under this Agreement, and shall be entitled to a Compensable Change Order with respect to such Work.

Section 5.5 Construction Management, Monitoring and Review; Inspections; Acceptance.

- (a) Work Progress: Monthly Status Report. Beginning with the Construction Commencement Date of a Budgeted Project, the Manager shall, on a monthly basis, prepare and submit to the City a written report (the “Monthly Status Report”) containing the status of planning, procurement and construction activities for each Budgeted Project, including an updated project schedule therefor.
- (b) Monthly Meetings. The Manager shall meet with the City’s Authorized Representatives monthly or on such other periodic basis as the Parties shall determine in order to review the Monthly Status Report, discuss problems and corrective actions planned, and generally keep the City up to date on all material issues related to the Projects. The Manager may request that representatives of the City at particular monthly meetings include such senior officials of the City as the Manager believes may be helpful in addressing particular issues or problems.
- (c) Inspections. After receiving written permission from Site Owners setting forth reasonable hours of access, the City, its agents and Authorized Representative shall be granted access to each Project Site at reasonable times in order to monitor or inspect the Project Site of each Budgeted Project. Any such inspections or visits shall be conducted in a manner to minimize interference with the Work.
- (d) Acceptance. At such time the Certifier confirms in writing to the City that each Project is Substantially Complete, the Manager shall no longer have any obligations with respect to such Project, except to satisfy warranty claims under Section 5.5(e) below.
- (e) Warranty. The Manager warrants to the City that materials and equipment furnished under this Agreement will be as provided by the Project Book for each Project and new unless the applicable Project Book requires or permits otherwise. The Manager further warrants that the Work will conform to the requirements of this Agreement and will be free from defects, except for those inherent in the quality of the Work or permitted by this Agreement or the applicable Project Book. Work, materials, or equipment not conforming to these requirements may

be considered defective. The Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Certifier, the Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding any other provision of this Agreement, it is agreed that the Manager does not expressly or impliedly warrant the adequacy, sufficiency, or suitability of the plans, specifications, specified materials, or equipment, or other documents including in each applicable Project Book, including, without limitation, any specified sole source or brand-named products, equipment, or materials. Other than the express warranty contained in this Section 5.5(e) and in Section 10.1, the Manager makes no other warranty whether express or implied. The duration of all warranties of any kind from the Manager to the City shall be for the duration of the Warranty Period. The Manager agrees to assign to the City at the time of final completion of each applicable Project any and all manufacturer's warranties relating to materials and labor used therein and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

Section 5.6 Change Orders. Either Party may propose changes, improvements or additions to a Budgeted Project (each, a "Change Order") at any time prior to Substantial Completion of such Budgeted Project. Manager may make changes that do not constitute Material Change Orders without Notice to the Owner.

- (a) Material Change Orders. Any Party proposing a Material Change Order (as defined below) shall submit Notice of the proposed Material Change Order to the other Party in advance for review and approval. For purposes hereof, a "Material Change Order" means any Change Order which will, or can reasonably be expected to:
- (1) change the quality, integrity, durability or reliability of such Budgeted Project; or
  - (2) substantially modifies the cost or schedule for a Budgeted Project from what is set forth in the Project Book therefor.

If the Manager proposes a Material Change Order, then it shall prepare and submit a proposed Project Book Amendment describing any resulting adjustment to the Project Book Price and/or Scheduled Substantial Completion Date.

If the City proposes a Material Change Order, then it shall submit to the Manager a Notice (a "Change Order Proposal"), which shall describe in reasonable detail the proposed Material Change Order, and within ten (10) Business Days after receipt thereof (or such longer time period as may reasonably be required), the Manager shall prepare and provide to the City a proposed Project Book Amendment as described above. The City shall have ten (10) Business Days to approve and execute or reject such Project Book Amendment, and failure of the City to

act within such 10-day period shall be deemed to be an approval of the Project Book Amendment and the applicable Change Order proposal.

A Site Owner may propose Change Orders as long as the City, the Manager and the Site Owner agree to the modification of the Project and as to how the costs of such Change Order are to be borne.

Disputes arising out of this Section 5.6 shall be resolved in accordance with Section 10.15 provided, however, that the Manager shall not be required to proceed with any Material Change Order proposed by the City unless adequate provision, including adequate funding, is made for the direct impact, if any, of such Change Order on the Project Book Price, and/or Scheduled Substantial Completion Date. If the City and the Manager cannot agree as to the terms of “adequate provision” as described in the preceding sentence, and if the City insists upon proceeding with the particular Material Change Order, the Manager may terminate the applicable Budgeted Project as if for an Uncontrollable Circumstance in accordance with the provisions of Section 5.6(d).

(b) Compensable Change Orders.

If an Emergency, an Uncontrollable Circumstance or City Cause results or is reasonably expected to result in a material alteration of the Work, the Manager’s costs thereof or the time to construct a Budgeted Project in such fashion as otherwise to require a Material Change Order, the Manager shall (i) be entitled to an adjustment to any or both of (A) the Project Book Price and (B) the Scheduled Substantial Completion Date, and (ii) propose a Compensable Change Order to the City. The proposed Compensable Change Order may propose (a) suspension of the Budgeted Project; (b) termination of the Budgeted Project; and/or (c) modification of the Budgeted Project, in each case with a non-binding estimate of the impacts to the financial, construction, or schedule and obligations of the Manager and a reasonable date by which the Manager requires a response from the City, and, in the case of a suspension, a description of the circumstances under which the Budgeted Project could resume. The City shall provide timely a written response to the proposed Compensable Change Order, indicating its order of preference among or between the alternative courses of action outlined in the proposed Compensable Change Order.

(c) Resolution of Compensable Change Orders.

The Manager shall provide in writing the fixed price to (i) implement the City’s preferred course of action or, (ii) if a fixed price cannot be provided on the basis of then-current information, to prepare a concept proposal with respect to the Compensable Change Order. If the City approves concept proposal for the Compensable Change Order, the Manager shall furnish a more detailed plan within fifteen (15) Business Days thereafter or such other period of time on which the Parties may mutually agree. The more detailed plan may include fixed prices where known, or may include a compensation structure based on agreed to labor rates and material mark-ups. As a guiding principle, the cost of the Compensable Change Order should reflect the original Project Book Price plus a reasonable incremental cost to address the Uncontrollable Circumstance or City Cause, plus a markup of twelve and one half percent (12.5%) for the Manager on the incremental costs.

The Compensable Change Order proposal shall describe in reasonable detail the appropriate revisions (i) to the Work and the standards, requirements and specifications, for the relevant Budgeted Project, (ii) of any obligation of either Party under this Agreement, and (iii) to the relevant Scheduled Substantial Completion Date, resulting from the Compensable Change Order (including the time periods for preparation, review and approval of said proposal). If, within ten (10) Business Days following receipt of the Manager's proposed price, or such other period of time on which the Parties may mutually agree, the City notifies the Manager that the City wishes to proceed with such Compensable Change Order, the items and obligations referred to above shall be revised, as applicable, in accordance with the Manager's proposal, and the Parties shall either execute the Compensable Change Order or prepare documentation for the City's next committee/commission agenda, if required. The Manager shall proceed with any Compensable Change Order pursuant to this Section 5.6(c) only upon receiving the City's written authorization; provided, however, the Manager is authorized, notwithstanding the provision of this paragraph, to proceed with any work necessary to address an Emergency.

(d) Failure of Parties to Agree to Compensable Change Order Terms. If the City and the Manager cannot agree to the terms of the Manager's proposal for a Compensable Change Order, or if the City elects not to proceed with a Change Order resulting from the occurrence of an Uncontrollable Circumstance or fails to provide sufficient funds therefor, the Manager may suspend Work on the Budgeted Project in part or in whole, and/or terminate such Budgeted Project, and such dispute shall be resolved in accordance with Section 10.15.

## **ARTICLE VI. COMPENSATION**

Section 6.1 Actual Program Costs. The City shall pay and reimburse the Manager, on a monthly basis, the Direct Costs.

Section 6.2 Base Fee. The Manager's base fee for each Project ("Base Fee") shall be structured as a cost-plus fee and paid by the City to the Manager as a markup of the sum of the actual Direct Costs payable by the City in accordance with this section, as such costs are incurred and invoiced by the Manager to the City. The Base Fee is to address a set of actions taken to make capital improvement to address LSL and to the extent possible, shall be illustrated in each Annual Plan and Project Book to maximize eligibility for financial assistance under Wis. Admin. Code ch. NR 166 and applicable Wisconsin and federal law. The Base Fee will be invoiced and paid monthly and will be a seven and one half percent (7.5%) markup of the sum of the Direct Costs. For the avoidance of doubt, the Base Fee does not include (i) the actual Project costs of Subcontractors directly relating to the planning, construction, installation and Acceptance of a Project, or (ii) the actual Program costs of Subcontractors directly relating to the implementation of the Socio Economic Development Plan set forth on Schedule 2 attached hereto.

Section 6.3 Performance-Based Fee. The Key Performance Indicators (KPIs) set forth on Schedule 3 are performance-based cost-plus fees. These fees will be derived and applied to all Direct Costs. The Manager's achievement of each of the KPIs set forth on Schedule 3 shall earn a corresponding fee in the amount of one percent (1%) Direct Costs, for a maximum of a five percent (5%) cumulative Performance-Based Fee. The details for goals and implementation of each KPI are set forth in Schedule 3. Within thirty (30) days following the end of each KPI

reporting period, discussed below, the Manager shall prepare and deliver to the City a detailed report summarizing its performance and achievement with respect to the goals set forth in Schedule 3. If and to the extent the KPIs are earned by the Manager with respect to any KPI reporting period, then the amount due shall be invoiced by the Manager in its next monthly Application for Payment.

- (a) Reporting Period for Annual KPIs. The LSL Cost KPI, LSL Implementation Schedule KPI, Training Individuals and Businesses KPI shall be calculated and submitted by the Manager to the City within thirty (30) days after the end of each Construction Season.
- (b) Reporting Period for Semi-Annual KPIs. The Local Business Utilization KPI and the Target Class Business Utilization KPI shall be calculated and submitted by the Manager to the City within one hundred thirty (30) days following each June 30 and December 31 during the Term.

Section 6.4 General Requirements & Conditions. The manager shall be entitled to General Requirements and Conditions reimbursement equal to two and one half percent (2.5%) of Direct Costs which shall include the Manager's expenses associated with the program such as personnel (whether as an employee, consultant or otherwise), overhead, administrative and other internal costs of the Manager.

Section 6.5 Method of Payment by the City. With respect to items to be paid with City funds or funds administered by the City, the following procedures shall govern:

- (a) Application for Payment. On or before the eighth (8th) day of each Billing Month, the Manager shall submit to the City's Authorized Representative an application signed by the Manager ("Application for Payment") for the Direct Costs of each Project that has proceeded to construction pursuant to Article V, in each instance for the immediately preceding Billing Month. Each Application for Payment shall include:
  - (1) the Certifier's certification that the materials, supplies and labor incorporated in the applicable Project are in a percentage consistent with the Manager's Application for Payment for the applicable Billing Month;
  - (2) the Certifier's certification of KPIs delivered on a Project that has achieved Substantial Completion;
  - (3) for the applicable Billing Month, lien waivers from each Contractor for each Project, and which lien waivers shall set forth the amounts to be received from said disbursements, the official capacity of the signatory to the waivers, the name and address of the Project, and be properly acknowledged. Each such lien waiver, whether partial or final, must stipulate that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made; and



- (4) a sworn Contractor's statement, setting forth the names and addresses of all current and/or future Subcontractors and materialmen for the applicable Project including the labor to be furnished by such Subcontractors and the amounts of all subcontracts, the previous payments made on all subcontracts, the amounts due on all subcontracts for the current Application for Payment and the balance due on all subcontracts thereafter. The foregoing shall be delivered to the City on form AIA G702 or as an attachment to the Application for Payment.
  
- (b) General Payment Requirements. The City shall make payment for all amounts submitted for the immediately preceding Billing Month and documented in accordance with the preceding Section 6.5(a). These amounts shall include actual direct costs, the Base Fees earned and payable to the Manager, and if applicable, the Performance-Based Fee earned and payable to the Manager.

The City shall review each Application for Payment and, within ten (10) Business Days following the receipt thereof, either (a) approve such Application for Payment in the amount requested, in which case payment shall be made in thirty (30) days or (b) notify the Manager in writing of any reasons then known for withholding its approval of all or any portion of such application. In the latter case, the City shall pay the portion of the Application for Payment approved and the Manager shall resubmit the portions not approved (corrected to remove any deficiencies stated in writing by the City).

If the City shall determine that, for specified reasons, the Manager is not entitled to all or any portion of the payment sought, (a) the City shall approve that portion of the Application for Payment that is not in dispute and (b) when the grounds for withholding approval for payment have been cured to the City's reasonable satisfaction, any amount withheld shall be paid promptly by the City.

The Manager shall comply with Wis. Stat. § 66.0135 and pay Contractors no later than seven (7) days of receipt of payment by the Manager from the City.

The Manager shall include in its agreements with Contractors, including suppliers and manufacturers of equipment, the provisions and requirements of this Agreement as applicable to their part of the Work included under this Agreement, together with such provisions as may be required pursuant to Applicable Law. Nothing contained in this Agreement creates any contractual relationship between the Manager and any Subcontractor.

Section 6.6 Interim Financing. Time is of the essence in creating the Program and performing the Work. To avoid foreseeable delay, the Manager shall begin Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources, subject to reimbursement from the City for costs expended by the Manager, as more particularly set forth in this Section 6.6 below.

If the Manager is required to begin Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources, the Manager shall advance the costs for such Work and Program administration, which costs shall be deemed Interim Financing

subject to a flat annual interest rate of eight percent (8%) for Interim Financing Costs incurred by the Manager. The City shall repay the Manager for the Interim Financing and accrued Interim Financing Costs on a monthly basis within thirty (30) days of the date of each Manager's invoice therefor. In the alternative, the City may prepay the Manager's specified costs of performing the Work and administering the Program prior to the City's receipt of annual grant funding or other funding sources.

The Parties shall endeavor for any Interim Financing to be reimbursed to the City through annual grant funding to the City in accordance with applicable Wisconsin law, specifically Wis. Admin. Code ch. NR 166.

Section 6.7 Reconciliation. Following the end of each Billing Year, the Manager shall deliver to the City an annual reconciliation and settlement statement, together with an invoice setting forth any amounts due the Manager in accordance with this Section.

## **ARTICLE VII. INDEMNIFICATION AND INSURANCE**

Section 7.1 Manager Indemnification. The Manager shall indemnify, hold harmless and defend the City and the City's agents, officers, and employees (collectively, the "City Indemnified Parties"), from and against any and all Losses on account of any negligence, recklessness, or willful misconduct (including any act of fraud) of the Manager. The Manager shall not be required to reimburse, defend, or indemnify the City Indemnified Parties for loss or claim due to the negligence or willful misconduct of such City Indemnified Parties. The Manager shall promptly notify the City of the assertion of any claim against which the City Indemnified Parties are indemnified hereunder, shall defend the City Indemnified Parties against any such claim, and shall have the right to settle such claim without the approval of the City Indemnified Parties. The City agrees that it shall promptly notify the Manager of the assertion of any claims against which the City Indemnified Parties seek to be indemnified hereunder; provided, however, that the failure to give such notice shall not affect the Manager's indemnification obligation hereunder, except insofar as the failure to provide such notice increases the amount of the particular Losses. The extent of the Manager's indemnification shall not be limited in any way as to the amount of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement.

The indemnification provided by the Manager to the City pursuant to this Section 7.1 shall not run to any Site Owner and shall not extend to any loss based upon a claim of any Site Owner other than a claim caused by the negligence, recklessness, or willful misconduct (including any act or fraud) of the Manager.

Section 7.2 Insurance. The Manager shall maintain insurance of the types and in the amounts described in this Agreement and meeting the requirements specified in Schedule 1 attached hereto. The Manager shall cause the Contractor to secure and maintain insurance as part of their contracts with the Manager in accordance with Schedule 1. Such Contractor insurance, except for professional errors and omissions policies and workers compensation policies, shall name the City as an additional insured. The City may permit the Manager to arrange for a "contractor controlled insurance program" in order to satisfy some its insurance obligations

hereunder, which coverage shall be as specified in the applicable Project Book for a Budgeted Project.

**ARTICLE VIII.  
CONTRACT EXTENSION**

Section 8.1 Extension Period. If any LSLs remain within the City at the expiration of the Term, the City may, upon mutual agreement of the Parties, extend the Term for additional periods (each such period, an “Extension Period”). If the City exercises its option under this Section 8.1 the City shall deliver Notice to the Manager’s Authorized Representative as soon as reasonably practicable, but at least thirty (30) days prior to expiration of the Term, whereupon this Agreement shall be extended on the same terms and conditions to facilitate completion of the Project(s) underway as of the date of such Notice of the applicable Extension Period.

**ARTICLE IX.  
REGIONALIZATION**

Section 9.1 Regional LSL Professional Services. The Parties agree to allow the Manager to make available to other Wisconsin municipal and local governmental entities the extension of LSL Professional Services at a per LSL line cost. The Parties recognize the difficulty of administrating a Program and seek to develop a regional hub of LSL Professional Services. Upon request to either the City or the Manager for LSL Professional Services by another municipal or local governmental entity in Wisconsin, the City agrees to enter into agreements under Wis. Stat. §§ 66.0131 and 66.0301, if necessary and subject to Wausau Common Council approval, with the other municipal and local governmental entities to facilitate the receipt and/or furnishing of LSL Professional Services under the terms of this Agreement. In no circumstance may the City enter into an intergovernmental agreement with another municipality or local governmental entity to facilitate the receipt and/or furnishing of LSL Professional Services under the terms of this Agreement without written consent of the Manager, which consent may not be unreasonably withheld or delayed.

**ARTICLE X.  
MISCELLANEOUS**

Section 10.1 Representations, Warranties and Covenants of the Manager. Manager represents and warrants to the City and agrees and covenants with the City as of the Effective Date as follows:

- (a) All copies of documents, contracts and agreements that Manager has furnished to the City are true and correct in all material respects.
- (b) Manager has paid, and will pay when due, all federal, state and local taxes, provided, however, that the City and the Manager will work collaboratively to minimize sales tax on purchases of materials where possible, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent..
- (c) Manager will timely pay, or cause to be paid, for all work performed and materials furnished for the Project.

- (d) No statement of fact by Manager contained in this Agreement and no statement of fact furnished, or to be furnished, by Manager to the City pursuant to this Agreement contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary in order to make the statements herein or therein contained for misleading at the time when made.
- (e) Manager is a Delaware limited liability company duly formed and validly existing, in good standing, and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Manager is duly licensed or qualified to do business and in good standing in Wisconsin.
- (f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Manager and constitute the valid and binding obligations of Manager enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- (g) The execution, delivery, and performance of Manager's obligations pursuant to this Agreement will not violate or conflict with any of Manager's organizational documents or any indenture, instrument or agreement by which Manager is bound, nor will the execution, delivery, or performance of Manager's obligations pursuant to this Agreement violate or conflict with any law applicable to Manager or the Program.
- (h) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Manager is not in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument entered into in connection with the Program.

Section 10.2 Representations and Warranties of the City. The City represents and warrants to Manager that:

- (a) The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin. Wausau Water Works is a water and sewer utility serving the City and overseen by the Wausau Waterworks Commission.
- (b) The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.
- (c) The City will cooperate with Manager throughout the term of this Agreement and shall use its best efforts to promptly review and/or process all submissions and applications in accordance with applicable City ordinances and policies.
- (d) The parties below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City. When executed and delivered to Manager, this

Agreement shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 10.3 Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

*Notices to Manager:*

Community Infrastructure Partners, LLC

Attn: Sean Agid

*with a copy to:*

Godfrey & Kahn, S.C.  
1 East Main St, Suite 500  
Madison, WI 53703

Attn: Mike Wittenwyler

*Notices to the City:*

City of Wausau  
407 Grant Street  
Wausau, WI 54403  
Attn: City Clerk

*with a copy to:*

City of Wausau  
407 Grant Street  
Wausau, WI 54403  
Attn: City Attorney

Wausau Water Works  
407 Grant Street  
Wausau, WI 54403  
Attn: Eric Lindman

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

Section 10.4 No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Manager have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 10.5 Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Manager, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Manager from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 10.6 Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with

this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

Section 10.7 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Manager and the City, and no third party (other than successors and assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith.

Section 10.8 Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

Section 10.9 Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

Section 10.10 Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

Section 10.11 Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Manager.

Section 10.12 Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

Section 10.13 Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

Section 10.14 Termination.

(a) Termination by the Manager. If the Work is stopped during the Construction Season for a cumulative period of 14 days through no fault of the Manager, the Manager may, upon seven additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work executed including a twelve and one half percent (12.5%) termination fee and reimbursement of the Manager's costs incurred by reason of such termination.

(b) Termination by the City for Cause.

(1) The City may terminate the Agreement if the Manager:

- (A) refuses or fails to supply enough properly skilled workers or proper materials;
- (B) fails to make payment to Contractors for materials or labor in accordance with the respective agreements between the Manager and the Contractors;
- (C) disregards Applicable Law of a Governmental Authority; or
- (D) is otherwise guilty of substantial breach of a material provision of this Agreement.

(2) When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Manager seven days' written notice, terminate this Agreement, and:

- (A) take possession of the Project Site(s) and of all materials thereon owned by the Manager, with the cost of such materials being reimbursed by the City to the Manager within thirty (30) days, and;
- (B) finish the Work by whatever reasonable method the City may deem expedient.

(3) When the City terminates the Agreement for one of the reasons stated in Section 10.14(b), the Manager shall not be entitled to receive further payment until the Work is finished.

(4) If the unpaid balance of the Base Fees and Performance-Based Fees exceeds costs of finishing the Work, such excess shall be paid to the Manager. This obligation for payment shall survive termination of the Agreement.

(c) Termination by the City for Convenience. The City may, at any time, terminate the Agreement for the City's convenience and without cause. In the event of a termination under this Section 10.14(c), the Manager shall be paid the value of the Direct Costs incurred as of the date of termination as determined pursuant to the terms of the Agreement (including materials stored off-site if approved by the City, fabricated items, specialty orders not able to be cancelled and re-stocking fees), less sums received by the Manager, plus a payment that shall include a termination fee of twelve and one half percent (12.5%) of the value of the Direct Costs as of the date the City terminates and reimbursement of the Manager's costs incurred by reason of such termination. For example, if the Manager has incurred Direct Costs of \$100,000 as of the date the City terminates under this Section 10.14(c), and the City has submitted \$10,000 for such Direct Costs, the Manager would be entitled to \$102,500.

Section 10.15 Dispute Resolution.

(a) Definition of Claims. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term “Claim” also includes other disputes and matters in question between the City and the Manager arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim.

(b) Notice of Claims. Claims by either the City or the Manager must be initiated by written notice to the other party. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The notice initiating such Claim shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date this is reasonably possible.

(c) Continuing Contract Performance. Pending final resolution of a Claim, the Manager shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement.

(d) Mediation.

(1) Claims, disputes, or other matters in controversy arising out of or related to the Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution.

(2) The Parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the American Arbitration Association’s Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

(3) The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(e) Binding Dispute Resolution. For any Claim that is not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the county in which the Project is located.

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first printed above.

MANAGER:

Community Infrastructure Partners, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY:

City of Wausau

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

Attested to

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wausau Water Works

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachments:**

- Schedule 1 - Insurance
- Schedule 2 - Socio Economic Development Implementation Plan
- Schedule 3 - KPIs
- Application for Payment

**Schedule 1 - Insurance**

**Manager's Insurance Coverage**

Insurance Requirements: The Manager shall provide the City with evidence of the Manager's commercial insurance coverage for the following exposures:

- (a) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability and Explosion, Collapse, Underground coverage:
  - (i.) \$1,000,000 each Occurrence limit
  - (ii.) \$1,000,000 Personal and Advertising Injury limit
  - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
  - (iv.) \$2,000,000 Products-Completed Operations aggregate
  - (v.) \$50,000 Fire Damage limit – any one fire
  - (vi.) \$5,000 Medical Expense limit – any one person
  - (vii.) Products-Completed Operations coverage must be carried for two years after Acceptance.
  
- (b) Professional Liability
  - (1) Limits
    - (i.) \$1,000,000 each claim
    - (ii.) \$2,000,000 annual aggregate
  - (2) Must continue coverage for 2 years after Acceptance.
  
- (c) Auto Liability Coverage as least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 0 “Any auto” basis.
  
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
  - (i.) \$100,000 Each Accident
  - (ii.) \$500,000 Disease-Policy Limit
  - (iii.) \$100,000 Disease-Each Employee
  - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
  
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured

retention of \$10,000. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by the City.

(f) Additional Provisions

- (i.) All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) All sub-professionals shall be required to obtain the above coverages as applicable. The insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Manager requirements.
- (iii.) Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iv.) The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products-Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (v.) Waivers of subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability coverages.
- (vi.) Any deductible or self-insured retention must be declared to the City.
- (vii.) Prior to execution of the Contract, the Manager shall file with the City a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

Special Provisions for Insurance:

1. The Manager shall forward to the City, a certificate(s) of insurance indicating the Manager's insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the City and shall list the various coverages and limits. Insurance companies providing the coverage must be acceptable to the City, rated A.M. Best and carry at least an "A-" Rating VIII. In addition to the aforementioned provisions; such insurance policies shall include an endorsement (provided such endorsement is reasonably commercially available) stating that such policies shall not be changed or canceled and that they will be automatically renewed upon expiration and continued in full force and effect until Substantial Completion and Acceptance of all Work covered by the Agreement, unless the City is given thirty (30) days written notice before any change or cancellation is made effective.

2. The Manager's initial and subsequent certificates of insurance shall include a description of the Project and the assigned Project number. Prior to beginning any project work, the Manager's insurance requirements as outlined must be submitted and approved in writing.
3. Manager's insurance shall be procured from insurance or indemnity companies acceptable to the City and licensed and authorized to conduct business in the State of Wisconsin. The City's approval or failure to disapprove insurance furnished by the Manager or any Contractor shall not release such parties of full responsibility for liability for damage and accidents.
4. If at any time the above required materially significant insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, Manager shall be considered in default of its obligations under the Agreement, and shall have ten (10) business days to cure such default to the City's reasonable satisfaction.
5. The Manager shall require each Contractor and Subcontractor, at all tiers, to provide evidence of insurance coverage required. Such coverage shall remain in full force and effect during the performance of activities under this Agreement.

## **Schedule 2 - Socio Economic Development Implementation Plan**

The Manager shall develop a Socio Economic Development Plan (the “S/E Plan”) during the Term, and will submit it to the City by May 31, 2024. The S/E Plan will be aligned with the goals and objectives of the Program and will have the following components:

1. Contractor Capacity Development Program. The Manager will define a plan to forge innovative partnerships, to facilitate the building of a labor force within the City for low barrier-to-entry construction and skilled trades.
  
2. Outreach and Inclusion Program. Increase the participation of Target Class Businesses (defined to mean a business entity that is small business, a minority-owned business, a woman-owned business, a veteran owned-business, or a union business) across all service areas and phases of the Program and meet a minimum of twenty-five percent (25%) participation goals. The plan will define several efforts to be conducted in order to meet the goals, which may include:
  - (a) Hosting outreach event(s) to increase awareness of opportunities for Target Class Businesses under the Program;
  - (b) Participating in conferences, fairs and outreach events related to Target Class Businesses;
  - (c) Advertising requirements, opportunities and support services available to Subcontractors from Target Class Businesses.
  - (d) Establishing a transfer of technology plan that educates and trains Target Class Businesses in specialized technical areas, such as sustainability, green infrastructure, stormwater management technologies and practices;
  - (e) Developing a pre-qualified pool of Subcontractors;
  - (f) Tailoring project contracts and structures so as to recognize the qualifications of Target Class Business Subcontractors and maximize their ability to participate;
  - (g) Incorporating local preference clauses in contracts and the bundling and earmarking of contracts for Target Class Business inclusion; and
  - (h) Participate in small business job fair(s) within the City.
  
3. Mentor Development Program (Mentor Protege). Enhance the local City workforce by developing a mentor-protege network to enhance the protege firms’ skill levels so they can compete for significant work and increase their participation by leading and filling significant roles for the Work being performed hereunder. The Manager shall develop a network of protégé firms and integrate them into the activities carried out and the opportunities provided.
  
4. Stakeholder & Community Engagement Program. Provide up-to-date information to City residents and provide a forum to facilitate information exchange and to coordinate

activities pertaining to the development of the Program. The Manager shall define the plan to meet with community organizations based in the City's area each Fiscal Year during the Term to provide an update on the Program.

### Schedule 3 – Key Performance Indicators

1. **LSL Cost KPI** – This KPI will be structured as a not-to-exceed price per LSL replaced. The exact cost will be set each year in the Annual Plan. During the annual planning process a detailed budget will be agreed upon by the City and the Manager. If the Manager delivers the scope at or less than the agreed upon budget, then the Manager has earned the performance-based fee for this KPI. Any savings below the agreed upon budget will be used to replace more LSLs.
2. **LSL Implementation Schedule KPI** – This KPI will be tied to replacing a minimum number of lines in a given year, as determined by the agreed upon Annual Plan and adjusted in the Project Book(s) if expected funding availability changes. It will be the Manager’s responsibility to develop an outreach program that generates property owner participation to ensure homeowners and tenants allow access to homes to enable replacement of their lead pipes.
3. **Local Business Utilization KPI** – This KPI will be tied to at least fifty percent (50%) of dollars spent on Construction Work must be awarded to Local Businesses.
4. **Target Class Business Utilization KPI** – This KPI will be tied to a percentage of dollars spent on Construction Work awarded to Target Class Businesses. The following percentages will be the KPI thresholds:
  - Year 1 (contract execution to December 31, 2024) = 20%
  - Year 2 (January 1, 2025 – December 31, 2025) = 30%
  - Years 3 & beyond (beginning January 1, 2026) = 40%
5. **Training Individuals and Businesses KPI** – The purpose of this KPI is to develop contractor capacity that enables the City to remove all ~8,000 LSLs within a five-year period. To accomplish this the Manager may work in partnership with LiUNA, Wisconsin Laborers’ Council District and other organizations to create a workforce development program that trains individuals capable of replacing lead service lines so existing businesses can hire capable employees. Another service the Manager will explore is establishing a contractor development program and recruit existing businesses, such as residential plumbers, that trains them for LSL replacement. For Year 1, the Manager will be awarded this KPI by either recruiting one (1) residential plumber (individual or firm) into the program and/or launching an LSL replacements program within Wisconsin with LiUNA and/or Wisconsin Laborer’s Council District. The KPI metrics for subsequent years will be determined in alignment with each annual plan depending on the volume of lines expected to be replaced each year.



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

**RESOLUTION OF THE COMMON COUNCIL**

Approving Revised First Amendment to Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC – N. River Drive.

Committee Action: Pending

Fiscal Impact: None

File Number: 22-0105

Date Introduced: December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, the City entered into a Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC on April 25, 2023, with respect to property located at approximately 1200 N. River Drive, including Lots 6, 7 and 8; and

**WHEREAS**, after the execution of the Development Agreement, the scope and timing of the project changed which triggered several other changes as follows:

1. The Closing Deadline shall be 30 days after termination of Due Diligence Period but no later than December 29, 2024.
2. Due Diligence Period shall be the three calendar month period following the date on which the City receives notice of final closure from the State of Wisconsin Department of Natural Resources with respect to BRRTS numbers 02-37-563359 and 02-37-560480 (but in any event no later than the day of Closing) or such earlier date that Developer waives the remainder of the Due Diligence Period.
3. Project Commencement Deadline shall be five calendar months following the Closing Date.
4. Project Completion Deadline shall be thirty-eight months following the Closing Date; and.

**WHEREAS**, your Common Council, on November 21, 2023, approved the First Amendment to Development Agreement with S. C. Swiderski, LLC and SCS Wausau, LLC; and

**WHEREAS**, SCS Wausau, LLC was not properly formed prior to the execution of the Development Agreement; and

**WHEREAS**, the Development Agreement is further amended as follows:

1. The introductory paragraph to the Development Agreement is hereby amended by deleting all of the text following the parenthetical “(“SCS”)”.
2. The definition of “Developer” in Section 1.j. of the Development Agreement is hereby deleted in its entirety and replaced with the following:
  - 1.j. “Developer” means collectively SCS and Owner
3. Section 1.gg. is added referencing the definition of “Owner”.
4. The signature block for SCS Wausau attached to the Development Agreement is hereby deleted in its entirety.
5. That SCS Wausau, LLC, when formed, accepts all terms and conditions of the Development Agreement by executing a Joinder.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that it approves the attached revised First Amendment to Development Agreement between the City of Wausau and S. C. Swiderski, LLC and SCS Wausau, LLC and authorizes the proper city officials to execute such Amendment.

Approved:

---

Katie Rosenberg, Mayor

**FIRST AMENDMENT TO  
PURCHASE AND DEVELOPMENT AGREEMENT  
(Riverlife – S. C. Swiderski)**

**THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (Riverlife – S. C. Swiderski)** (this “Amendment”) is made as of the \_\_\_\_ day of December, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), S. C. SWIDERSKI, LLC, a Wisconsin limited liability company (“SCS”), and SCS WAUSAU, LLC, a Wisconsin limited liability company (“SCS Wausau”).

**RECITALS**

WHEREAS, the City and SCS entered into a certain Development Agreement with an Effective Date of May 18, 2023 (the “Development Agreement”), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 2.11 acres and being generally depicted and identified on Exhibit A attached to the Development Agreement; any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, the Property is located within the area of two (2) open Environmental Repair Program (ERP) cases with the State of Wisconsin Department of Natural Resources (the “DNR”) that have been investigated and the City’s environmental consultant will submit case closure packets to the DNR for review and approval of final closure, which final approval will likely include “Continuing Obligation” requirements; and

WHEREAS, SCS desires to delay the beginning of its Due Diligence Period until the City obtains final closure from the DNR with respect to the Property; and

WHEREAS, SCS failed to form SCS WAUSAU, LLC, a Wisconsin limited liability company, prior to the execution of the Development Agreement, which SCS WAUSAU, LLC, a Wisconsin limited liability company, purportedly executed, and, therefore, certain provisions in the Development Agreement require revision, and further it is necessary that SCS WAUSAU, LLC, a Wisconsin limited liability company, sign a joinder to the Development Agreement; and

WHEREAS, subject to the terms and conditions herein, the City and SCS desire to amend the Development Agreement as set forth herein, and have SCS WAUSAU, LLC, a Wisconsin limited liability company, accept all of the terms and conditions of the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the parties agree as follows:

1. Amendments to Development Agreement.

a. The introductory paragraph to the Development Agreement is hereby amended by deleting all of the text following the parenthetical (“SCS”).

b. The definition of “Developer” in Section 1.j. of the Development Agreement is hereby deleted in its entirety and replaced with the following:

1.j. “Developer” means collectively SCS and Owner.

c. The following definition is added to Section 1 of the Development Agreement as a new section 1.gg.

1.gg. “Owner” means SCS or any other affiliate of SCS that, on or prior to the Closing Date, SCS designates as the entity that will take fee simple ownership of the Property at Closing pursuant to the terms of this Agreement and for which SCS has provided the following to the City on or prior to the Closing Date: (A) a certified copy of the organizational documents for such entity; (B) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for such entity; (C) resolutions or consents of the board of directors, partners or members, as the case may be, for such entity approving this Agreement and the transactions which are the subject of this Agreement; and (D) a joinder to this Agreement reasonably acceptable to the City whereby such entity agrees to be bound by all of the terms and conditions of this Agreement.

d. The signature block for SCS Wausau attached to the Development Agreement is hereby deleted in its entirety.

e. The following definitions in Section 1 of the Development Agreement are hereby deleted in their entirety and replaced with the following:

- i. Section 1.g. “Closing Deadline” means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than December 29, 2024.
- ii. Section 1.k. “Due Diligence Period” means the three calendar month period following the date on which the City receives notice of final closure from the State of Wisconsin Department of Natural Resources with respect to BRRTS numbers 02-37-563359 and 02-37-560480 (but in any event no later than the day of Closing) or such earlier date that Developer waives the remainder of the Due Diligence Period.
- iii. Section 1.s. “Project Commencement Deadline” means the date that is five calendar months following the Closing Date.
- iv. Section 1.u. “Project Completion Deadline” means the date that is thirty-eight (38) months following the Closing Date.

2. Joinder of SCS Wausau. SCS Wausau hereby acknowledges receipt of a copy of the Development Agreement and agrees to be bound by all of the terms and conditions of the Development Agreement as amended by this Amendment. SCS hereby designates SCS Wausau as the Owner under the Development Agreement as amended by this Amendment.

3. Conditions Precedent to this Amendment. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

c. SCS and SCS Wausau shall have provided the City with (A) evidence that the persons signing this Amendment on behalf of SCS and SCS Wausau are authorized to so sign this Amendment and to bind SCS and SCS Wausau, respectively, to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity approving this Amendment and the transactions which are the subject of the Development Agreement.

4. Reaffirmation of Development Agreement. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed by SCS. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

5. Representations and Warranties of Developer. SCS and SCS Wausau hereby represent and warrant to the City that:

a. After giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment.

b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

6. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties are signing this First Amendment to Development Agreement as of the Effective Date in the introductory paragraph.

**DEVELOPER:**

S. C. SWIDERSKI, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCS WAUSAU, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE CITY**

CITY OF WAUSAU

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

Attest: \_\_\_\_\_  
Kaitlyn Bernarde, Clerk

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

**RESOLUTION OF THE COMMON COUNCIL**

Referring request for sale of city-owned property - 902 and 904 W. Thomas Street.

Committee Action: Pending

Fiscal Impact:

**File Number:** 23-1217

**Date Introduced:** December 19, 2023

**FISCAL IMPACT SUMMARY**

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

**RESOLUTION**

**WHEREAS**, a letter was received by a resident inquiring about the purchase of city-owned land at 902 and 904 W. Thomas Street; and

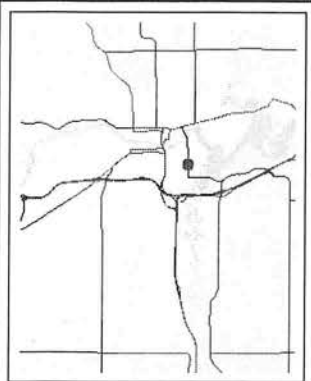
**WHEREAS**, according to WMC Section 3.12.010, any request or proposal for the sale of city-owned real property shall be directed to the Common Council and such request shall be referred to the Capital Improvements and Street Maintenance Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau does hereby refer the request for sale of 902 and 904 W. Thomas Street to the Capital Improvements and Street Maintenance Committee for recommendation.

Approved:

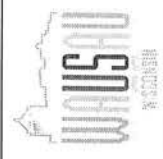
---

Katie Rosenberg, Mayor



**Legend**

- Parcel
- Address Point
- Right Of Way
- Railroad
- Bridge
- Overpass
- Paved Road
- Divided Highway
- Right Of Way
- Lake - Pond
- River - Stream
- Wausau Wetland
- Swamp



**Notes**



DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Map Created: 11/22/2023  
 38.46 0 38.46 Feet  
 NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet



November 6, 2023

City Attorney for Wausau, WI.

Good Morning,

I am writing this letter to inquire about 2 properties next to my home:

902 W. Thomas St  
904 W. Thomas St.

We currently own Property on 1036 S 9th Ave, Wausau, WI. We would like to find out how much the City will sell those two lots to us for?

We already mow the grass and snowplow the sidewalks all the way around from our home and around the corner where these lots are located.

Please contact Stephanie Jaeger wk# [REDACTED] or cel# [REDACTED]

Thank you for your time today!

Sincerely,

Stephanie Jaeger