

OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	November 12, 2024 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa
	Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

		Call to Order	
		Pledge of Allegiance / Roll Call / Proclamations	
Public Comn	nent:	Pre-registered citizens for matters appearing on the agenda and other public comment	
Presentation	:	Lead Service Line Replacement Project Presentation from Community Infrastructure P	artners (CIP
File #	CMT	Consent Agenda	ACT
24-1101	COUN	Approve Minutes of a previous meeting(s) (10/22/2024).	Place on file
24-1103	I&F	Resolution Approving Revision to State/Municipal Agreement for Grand Avenue, Kent Street to East Thomas Street.	Approved 5-0
24-1104	I&F	Resolution Establishing Assessment Rates for 2025 New Street Construction Projects.	Approved 5-0
23-0905	PH&S	Ordinance Amending Section 5 of Ordinance No. 61-5950 striking the sunset provision of December 31, 2024 on WMC 9.20.020(t) making consumption of alcohol in parks under certain conditions a municipal offense.	Approved 5-0
15-0918	ED	Resolution Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8220 Enterprise Drive.	Approved 5-0
20-0809	FIN	Resolution Approving contract for commercial inspection services with the Village of Rib Mountain.	Approved 5-0
24-1105	PH&S	Resolution Approving Level B Hazardous Materials Response Agreement with Marathon County.	Approved 5-0
01-0251	PH&S	Resolution Approving Emergency Management Services Agreement with Marathon County.	Approved 5-0
24-1106	FIN	Resolution Authorizing the Mayor to sign the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances for receiving federal financial assistance from the U.S. Department of Transportation.	Approved 4-0
24-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
24-1109	•	Public Hearing: Proposed 2025 City of Wausau Budget	
24-1102	MAYOR	Mayor's Appointments	Placed on file
24-0902	MAYOR	Reconsideration of Mayor's Appointments	Failed 4-6
23-1109AB	FIN	Resolution Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - Two Tri- Axle Dump Trucks.	Approved 5-0
23-1109AC	FIN	Resolution Approving 2024 Budget Modification – Airport Hanger 2 Roof Replacement Project.	Approved 5-0
24-1109	FIN	Resolution Adopting the 2025 City of Wausau Budget and General Property Tax to Support Same.	Approved 4-0
24-1109	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) (2025 Comprehensive Fee Schedule).	Approved 4-0
24-1110	I&F	Preliminary Resolution Levying Special Assessments for 2025 Street Construction Projects.	Approved 5-0
24-1111	I&F	Preliminary Resolution Levying Special Assessments for 2025 Alley Paving Project.	Approved 5-0

Adjournment

Call to Order

Signed by Mayor Doug Diny

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

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 11/06/2024 @ 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 <u>ADAServices@ci.wausau.wi.us</u> 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.



WHEREAS,	The Never Forgotten Honor Flight is a Not-For-Profit Organization of dedicated Volunteers providing Veterans with closure, gratitude & respect, by flying them to Washington D.C. to visit their memorials; and
WHEREAS,	The Never Forgotten Honor Flight is an affiliate of the Honor Flight Network which began in 2005; and
WHEREAS,	1,048 World War II Veterans have been honored with a flight; and
WHEREAS,	1,267 Korean Veterans will have been honored with a flight; and

- WHEREAS, 2,499 Viet Nam Veterans will have been honored with a flight; and
- WHEREAS, A total of 4,814 Veterans have participated since its inception, and
- WHEREAS, The Never Forgotten Honor Flight Marks their 50th Flight on October 28th,

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim

October 27-November 2, 2024

as

Never Forgotten Week in Wausau

and I commend this observance to all citizens and encourage them to demonstrate our commitment to our Veterans and the United States of America and appreciation for the liberty our Veterans and constitutional framers secured for us.

Doug L Doug Diny

Mayor, City of Wausau October 27th, 2024



- **WHEREAS,** Wisconsin's emergency responders work tirelessly to save lives and keep the state's highways safe, responding to more than 130,000 traffic crashes in Wisconsin every year; and
- **WHEREAS,** at every crash scene, emergency responders representing fire, law enforcement, emergency medical services, and towing and transportation services are at risk of being struck and injured, or even killed in a secondary crash; and
- **WHEREAS,** motor vehicle crashes end the lives of law enforcement officers more than any other cause when motorists fail to move over; and
- WHEREAS, Crash Responder Safety Week, November 18 22, is set aside each year to recognize the often lifesaving work of our crash responders and to "Protect Those Who Protect You" by following the "Slow Down and Move Over" law; and
- **WHEREAS,** the City of Wausau joins the Wisconsin Department of Transportation: recognizing a need for public awareness and acknowledgement that we are all responsible for preventing secondary crashes that endanger the lives of our dedicated emergency personnel; now

THEREFORE, I, Mayor Doug Diny, hereby proclaim November 18 - 22, 2024 as

Crash Responder Safety Week

in the City of Wausau and ask all citizens to support this worthy initiative

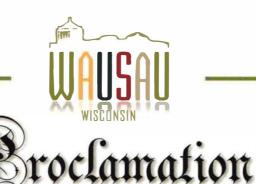


Doug Diny

Mayor, City of Wausau November 12, 2024

TEL: (715) 261-6800 FAX: (715) 261-6808

Office of the Mayor Katie Rosenberg



- **WHEREAS,** the Hmong Community makes up 11.4% of Wausau's population and is its largest minority group. Hmong people started arriving in Wausau in 1976 seeking asylum as political refugees after the communist takeover of Laos and Vietnam; and
- **WHEREAS,** the Hmong New Year is an important holiday to the Hmong people. The history of the New Year celebration traces back to China, Laos, Thailand and Vietnam. It started in people's homes, where they gathered and celebrated a long harvest season; a time for people to meet, enjoy their time away from the harvest field, and showcase their talents; and
- **WHEREAS,** Wausau has hosted a Hmong New Year's Celebration since 1986 and the event draws thousands of visitors from Wausau, other communities in Wisconsin, and St. Paul, MN; and
- **WHEREAS,** in addition to a celebration and festival the Wausau Hmong New Year is designed to preserve Hmong culture, traditions, to help young Hmong people feel pride in their Hmong heritage and to create an opportunity for city residents to learn about and enjoy the Hmong culture; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 9-10, 2024 as

Hmong New Year

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.



Dolyg Diny Mayor, City of Wausau November 12, 2024

Proclamation

- **WHEREAS,** many Wausonians experience homelessness, with an estimated 300+ over the course of a nine month period, according to community outreach specialists; and
- **WHEREAS,** individuals experiencing homelessness in Wausau include families, veterans, unaccompanied youth, and chronically homeless individuals; and
- **WHEREAS,** the purpose of this proclamation is to educate the public about the many reasons people are homeless, including shortage of affordable housing in Wausau for very low income residents, as well as mental illness, and to encourage support for homeless assistance service providers, as well as community service opportunities for citizens and service organizations; and
- **WHEREAS,** there are many organizations committed to sheltering and providing supportive services, as well as meals and food supplies to the homeless, including Catholic Charities, the Salvation Army, Women's Community, and Bridge Street Mission; and
- WHEREAS, there are many people who are one step away from homelessness and there are many organizations dedicated to helping avoid homelessness, such as North Central Community Action Program, CW Solutions, Job Center, McLit Literacy Program, St Vincent De Paul, Marathon County Social Services, and more; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 2024, as

Homelessness Awareness Month

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask them to recognize the systemic issues that drive homelessness and in taking bold steps to meaningfully address housing insecurity in Wausau.

Do**U**g Diny Mayor, City of Wausau November 1, 2024



WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harms way to defend the lives and liberty of others; and

- **WHEREAS,** the contributions and sacrifices of the people who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and
- **WHEREAS,** their unwavering patriotism and enduring devotion to the ideals on which the United States is founded, can never fail to inspire us; and
- **WHEREAS,** tens of millions of Americans have served in the Armed Forces of the United States during the last century; and
- **WHEREAS,** hundreds of thousands of Americans have given their lives while serving in the U.S. Armed Forces during the past century; and
- **WHEREAS,** we salute the members of the Armed Forces who are confronting our adversaries abroad and we honor the men and women who left America's shores but did not live to thanked as veterans. They will always be remembered in our Country; and
- WHEREAS, our veterans understand the critical responsibilities carried by today's American service members; and
- **WHEREAS,** today our veterans inspire new generations of Americans as we work to defeat terrorism and advance peace throughout the world; and
- **WHEREAS,** in respect for and recognition of the contributions our servicemen and women have made to the cause of peace and freedom worldwide we celebrate Veterans Day; now

THEREFORE, be it resolved that I, Doug Diny, Mayor of the City of Wausau, do hereby proclaim November 11, 2024, as

Veterans Day

In the City of Wausau, State of Wisconsin, and I commend this observance to all citizens so that they can celebrate the bravery and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights

throughout history.

Doug Doug Diny

Mayor, City of Wausau November 1, 2024

TEL: (715) 261-6800 FAX: (715) 261-6808



Office of the Mayor

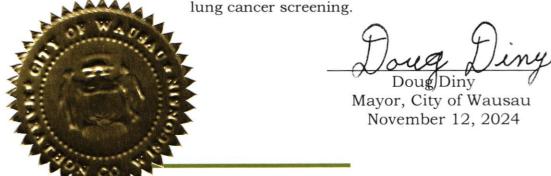
Doug Diny

- **WHEREAS,** lung cancer is the leading cause of cancer death among men and women in the United States, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined;
- **WHEREAS,** the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage;
- **WHEREAS,** screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (3) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial;
- **WHEREAS,** funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;
- **WHEREAS,** lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men;
- **WHEREAS,** African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities;
- **WHEREAS,** lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies;

THEREFORE, I, Mayor Doug Diny, hereby proclaim November 2024 as

Lung Cancer Awareness Month

in Wausau, WI, and recognize the need for research in lung cancer affecting women and lung cancer health disparities and encourage all citizens to learn about lung cancer and early detection through



V 407 Grant Street – Wausau, WI 54403

November 2024

EquiFlow

Lead-Free Program

City of Wausau & CIP Partnership

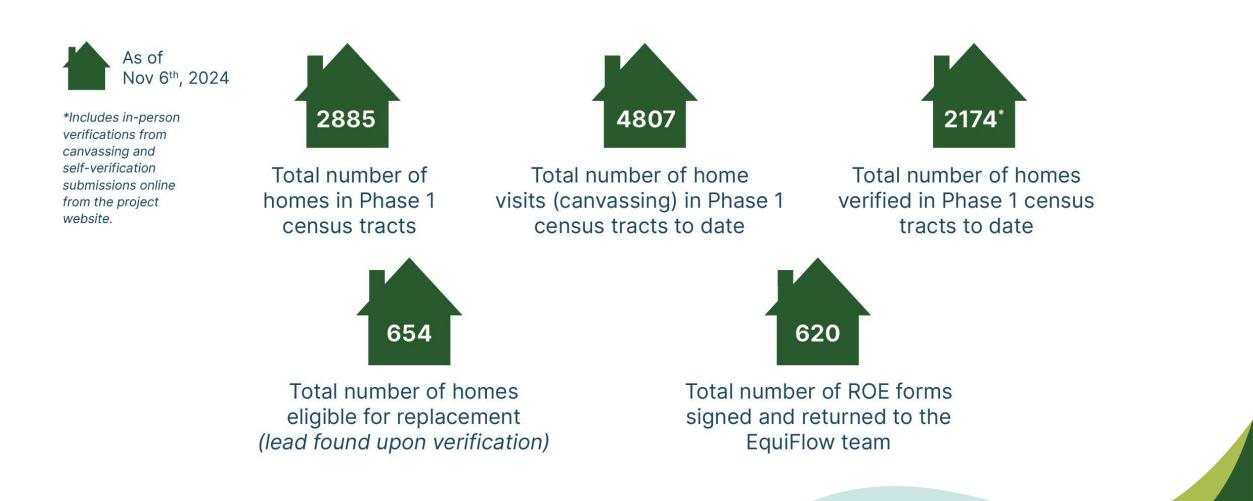
EquiFlow Lead-Free Program Year 1 (2024) Summary & Year 2 (2025) Look Ahead City of Wausau | Wausau Water Works



Program Summary: Year 1 (2024)



Verification Efforts: Year 1 (2024)



Year 1 Financial Summary

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

Number of LSLs Replaced	629			Original # of LSLs Projected (DNR Application)	553		
Year 1 Results	Cost	Cost/LSL	%	Not-To-Exceed Budget	Original	Cost/LSL	%
Hard Construction Costs - Partial	\$3,007,680	\$4,820	55.3%	Hard Construction Costs - Partial	\$3,321,630	\$6,007	58.7%
Hard Construction Costs - Full	\$30,000	\$6,000	0.6%	Hard Construction Costs - Full	\$0	\$0	0.0%
Construction Contingency	\$252,135	\$401	4.6%	Construction Contingency	\$332,163	\$601	5.9%
Engineering, Bid Preparation & Procurement	\$200,785	\$319	3.7%	Engineering, Bid Preparation & Procurement	\$200,785	\$363	3.5%
Inspection, Scheduling, Job Costing, Software	\$684,650	\$1,088	12.6%	Inspection, Scheduling, Job Costing, Software	\$595,000	\$1,076	10.5%
Permitting	\$82,085	\$131	1.5%	Permitting	\$0	\$0	0.0%
Water Filters	\$48,433	\$77	0.9%	Water Filters	\$42,581	\$77	0.8%
Outreach	\$413,336	\$657	7.6%	Outreach	\$413,336	\$747	7.3%
CIP General Requirements Fee	\$117,978	\$188	2.2%	CIP General Requirements Fee	\$122,637	\$222	2.2%
CIP Base Construction Fee	\$362,781	\$577	6.7%	CIP Base Construction Fee	\$377,110	\$682	6.7%
CIP Performance-Based Fee	\$241,854	\$385	4.4%	CIP Performance-Based Fee	\$251,407	\$455	4.4%
Total	\$5,441,717	\$8,651	100.0%	Total	\$5,656,650	\$10,229	100.0%

KPI Summary

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

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

*Utilization numbers are based on construction spend

Program Look Ahead: Year 2 (2025)

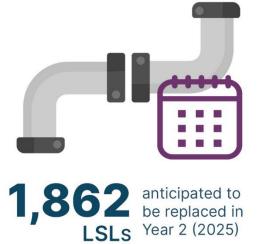


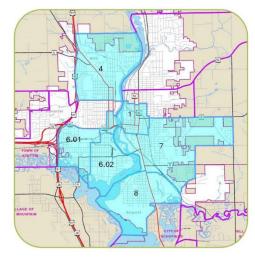
\$14,959,156 AWARDED

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

\$8,846,859 Principal Forgiveness **&**

\$6,112,297 Loans





6 CENSUS TRACTS

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

Program Look Ahead: Year 2 (2025)

Census Tract Replacement Plan

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

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

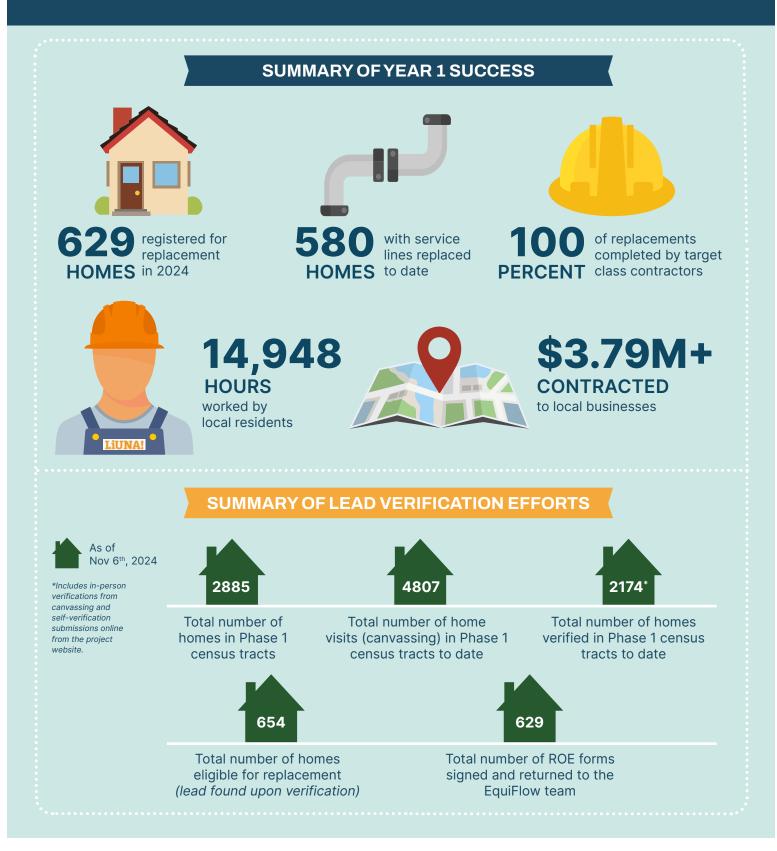
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Report No. 5





EquiFlow Wausau Lead-Free Program Year-End Progress Report





Nov 2024

YEAR 2 LOOK AHEAD

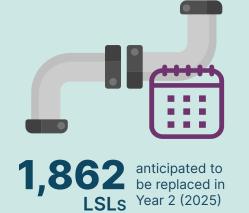
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by the DNR for Year 2 (2025) of the Program

\$8,846,859 Principal Forgiveness



6





CENSUS TRACTS

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YEAR 2 CENSUS TRACT REPLACEMENT PLAN

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TOTAL	1,548	1,862

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



infowausau@yourcip.com



OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, October 22, 2024, in Council Chambers, beginning at 6:30 p.m.,

Mayor Doug Diny presiding.

Roll Call

Roll Call indicated 10 members present.

District	<u>Alderperson</u>	Vote
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	EXCUSED
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

The Mayor of the City of Wausau Proclaims:

Breast Cancer Awareness Month (October 2024)

Extra Mile Day (November 1, 2024)

Consent Agenda

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

24-1001 from the Common Council Approve Minutes of a previous meeting(s) (10/08/2024).

04-1006 Resolution from the Finance Committee Approving the 2025 Operating Plan for Business Improvement District (BID) No. 1.

24-1014 Resolution from the Human Resources Committee Approving Amendment of City of Wausau, Health Savings Account (HSA) and Employee Handbook 7.08 – Health Savings Account.

24-1015 Resolution from the Human Resources Committee Approving Amendment of City of Wausau, Family Medical Leave Act (FMLA) Policy and Employee Handbook 8.07 – Family Medical Leave Policy.

24-1016 Resolution from the Human Resources Committee Approving Addition of City of Wausau Employee Handbook, Whistleblower Policy 1.07.

04-0306 Resolution from the Human Resources Committee Approving bargaining agreement between the City of Wausau and Local 1168 Amalgamated Transit Union, AFL-CIO for July 1, 2024 through June 30, 2026.

24-1017 Resolution from the Infrastructure & Facilities Committee Authorizing Downtown Snow/Ice Removal 2024-2025.

15-1013 Resolution from the Finance Committee Approving contract for residential and commercial building inspection services between the City of Wausau and City of Schofield.

24-1019 Resolution from the Parks & Recreation Committee Granting permission to 3M Company to enter upon and have access to Riverside Park for soil testing and approval of an agreement with 3M Company.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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24-0902

10/22/2024

10/22/2024

10/22/2024

10/22/2024

Motion by Henke, seconded by McElhaney, to adopt the Mayor's Appointments of Vylius Leskys to the Police and Fire Commission.

District	<u>Alderperson</u>	Vote
1	Lukens, Carol	NO

	2	Martens, Michael	NO	
	3	Kilian, Terry	YES	
	4	Neal, Tom	YES	
	5	Gisselman, Gary	EXCUSED	
	6	McElhaney, Becky	YES	
	7	Rasmussen, Lisa	NO	
	8	Watson, Sarah	NO	
	9	Tierney, Vicki	NO	
	10	Larson, Lou	NO	
	11	Henke, Chad	YES	
Yes Votes: 4	No Votes: 6	Abstain: 0	Not Voting: 1	Result: FAILED

24-0906

10/22/2024

10/22/2024

Motion by Rasmussen, seconded by Lukens, to adopt the Resolution from the Finance Committee Authorizing the vacation of right of way for Commonwealth development at 700 Grand Avenue and releasing the Wisconsin Department of Transportation from reimbursing the City for related land assembly costs.

	District	Alderperson	Vote	
	1	Lukens, Carol	YES	
	2	Martens, Michael	YES	
	3	Kilian, Terry	NO	
	4	Neal, Tom	YES	
	5	Gisselman, Gary	EXCUSED	
	6	McElhaney, Becky	YES	
	7	Rasmussen, Lisa	YES	
	8	Watson, Sarah	YES	
	9	Tierney, Vicki	NO	
	10	Larson, Lou	YES	
	-11	Henke, Chad	YES	
Yes Votes: 8	No Votes: 2	Abstain: 0	Not Voting: 1	Result: PASSED

<u>23-1109Y</u>

Motion by Watson, seconded by Henke, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Firefighter positions.

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

23-1109Z 10/22/2024 Motion by Henke, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – moving \$800,000 Sewer Headworks Screening funding to Cherry Street Sewer Lift Station.

Kilian questioned assurances that there would be no way for a contract to fund a solar array project at the water treatment plant before the end of the year. Henke stated it would be too late for the funding to be secured in time and that the project will come forward in next years Capital Improvement Project fund discussions.

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

23-1109AA

Motion by Henke, seconded by Watson, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget Modification for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – moving lead service line replacement to Water SCADA Equipment.

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
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10/22/2024

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

	District	Alderperson	Vote	
	1	Lukens, Carol	YES	
	2	Martens, Michael	YES	
	3	Kilian, Terry	YES	
	4	Neal, Tom	YES	
	5	Gisselman, Gary	EXCUSED	
	6	McElhaney, Becky	YES	
	7	Rasmussen, Lisa	YES	
	8	Watson, Sarah	YES	
	9	Tierney, Vicki	NO	
	10	Larson, Lou	YES	
	11	Henke, Chad	YES	
Yes Votes: 9 N	o Votes: 1	Abstain: 0	Not Voting: 1	Result: PASSED

<u>24-0812</u>

10/22/2024

Motion by Neal, seconded by Henke, to adopt the Resolution from the Common Council Approving a Planning Option Agreement between City of Wausau and Wangard Development LLC for 15 Fulton Street/920 N. 1st Street.

	District	Alderperson	Vote	
	1	Lukens, Carol	YES	
	2	Martens, Michael	YES	
	3	Kilian, Terry	NO	
	4	Neal, Tom	YES	
	5	Gisselman, Gary	EXCUSED	
	6	McElhaney, Becky	YES	
	7	Rasmussen, Lisa	YES	
	8	Watson, Sarah	YES	
	9	Tierney, Vicki	NO	
	10	Larson, Lou	NO	
	11	Henke, Chad	YES	
Yes Votes: 7	No Votes: 3	Abstain: 0	Not Voting: 1	Result: PASSED
)12				10/22/2

Yes Votes: 10	No Votes: 0	Abstain: 0	Not Voting: 1	Result: PASSED
Public Comment & Sugges	stions			10/22/2024

1. Jeff Decker, address not provided – Spoke on security policy for the Wausau City Hall.

<u>Adjourn</u>

Motion by Larson, second by Watson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:00 p.m.

Doug Diny, Mayor Kaitlyn Bernarde, City Clerk 10/22/2024

10/22/2024

RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE

Approving Revision to State/Municipal Agreement for Grand Avenue, Kent Street to East Thomas Street.

Committee Action:	Approved 5-0	
Fiscal Impact:	engineering, which is estimated funding real estate acquisition	hich the City is responsible for 25% of the preliminary ited to be \$187,575. The WisDOT is 100% responsible for on and reconstruction of the roadway. The City would be ever or water costs. The total estimated cost is \$8,735,900 sts to be \$1,123,575.
File Number:	24-1103	Date Introduced: November 12, 2024

		FISCAL	IMPACT SUMMARY
S	Budget Neutral	Yes No 🛛	
COST	Included in Budget:	Yes No 🛛	Budget Source: Design costs to be budgeted for in 2025
Õ	One-time Costs:	Yes No 🛛	Amount:
	Recurring Costs:	Yes⊠No□	Amount: During design & construction billing by DOT
	Fee Financed:	Yes No	Amount:
E	Grant Financed:	Yes No	Amount:
R	Debt Financed:	Yes No	Amount Annual Retirement
SOURCE	TID Financed:	Yes No	Amount:
Ś	TID Source: Incremen	t Revenue 🗌 Debt	Funds on Hand Interfund Loan

RESOLUTION

WHEREAS, Grand Avenue, Kent Street to East Thomas Street, is a four-lane undivided urban roadway; and

WHEREAS, the intersections of Sturgeon Eddy Road and Grand Avenue, Townline Road and Grand Avenue, and East Thomas Street and Grand Avenue have impediments located within the roadway lateral clearance; and

WHEREAS, the Federal Highway Administration (FHWS) eventually eliminated roadway lateral clearance as a controlling criteria item; therefore, the State decided to delay the improvement project and mark as inactive until the pavement called for an improvement need; and

WHEREAS, the existing pavement of Grand Avenue has alligator cracking, longitudinal and transverse cracking, and the roadway is approaching the end of its service life; and

WHEREAS, the existing crosswalk curb ramps along Grand Avenue from Kent Street to East Thomas Street may not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the initial proposed improvement was to complete the necessary work to remove the lateral clearance issues; however, the new improvement is a reconstruct with work consisting of removing and replacing the existing pavement structure, upgrade of crosswalk curb ramps, complete curb and gutter replacement, storm sewer improvements, evaluate intersection improvements at Sturgeon Eddy, Townline Road, and East Thomas Street intersections, and sanitary sewer and water main improvements as requested by the City; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 25 percent of the preliminary engineering and 100% of any sewer and water costs; and

WHEREAS, the total project is estimated to cost \$8,735,900, of which the City's share is estimated to be \$1,123,575; and

WHEREAS, the Infrastructure and Facilities Committee met on October 10, 2024 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached revised State/Municipal agreement for the work related to Grand Avenue, Kent Street to East Thomas Street.

Approved:

Doug Diny, Mayor

* DEPART	1 st Revision	Date: July 24, 2024 I.D.: 6999-02-09/28/79/89	
	STATE/MUNICIPAL	Road Name: BUS 51	
THIN OF TRANSPORT	FINANCIAL	Title: C Wausau, Grand Avenue Limits: Kent Street to East Thomas Street	
	AGREEMENT	County: Marathon	
	This agreement supersedes the agreement signed by the Municipality on 09/14/2016 and signed by the State on 09/20/2016.	Roadway Length: 1.21 miles	

The signatory **City of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Grand Avenue is a four-lane undivided urban roadway located within the connecting street limits in the city of Wausau. The intersections of Sturgeon Eddy Road and Grand Avenue, Townline Road and Grand Avenue, and East Thomas Road and Grand Avenues have impediments located within the roadway lateral clearance.

FHWA eventually eliminated roadway lateral clearance as a controlling criteria item; therefore, the State decided to delay the improvement project and mark as inactive until the pavement called for an improvement need.

In 2023, the city of Wausau requested that Business 51 be relocated away from the downtown mall. The department and the city worked together to complete a study and the department agreed to relocate Business 51 to be along Grand Avenue, East Thomas Street, and South 1^{st} Avenue/South 3^{rd} Avenue to Stewart Avenue.

The existing pavement has alligator cracking, longitudinal and transverse cracking, and the roadway is approaching the end of its service life. The existing crosswalk curb ramps may not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The initial proposed improvement was to complete the necessary work to remove the lateral clearance issues. The new improvement is a reconstruct. Work will consist of removing and replacing the existing pavement structure. The project will also upgrade crosswalk curb ramps, complete curb and gutter replacement, storm sewer improvements, and evaluate intersection improvements at Sturgeon Eddy, Townline Road and East Thomas Street intersections. The project will also include sanitary sewer and water main improvements as requested by the Municipality.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE I.				-				
		Total	Fe	deral/State		Μ	unicipal	
Phase	Est. Cost		Funds		%	Funds		%
6999-02-09								
² Preliminary Engineering:	\$	750,300	\$	562,725	75%	\$	187,575	25%
6999-02-28								
² Real Estate Acquisition:	\$	425,000	\$	425,000	100%	\$	-	0%
6999-02-79								
¹ Construction:								
² Roadway (cat 0010)	\$	6,624,600	\$	6,624,600	100%	\$	-	0%
Subtotal:	\$	6,624,600	\$	6,624,600		\$	-	
6999-02-89								
¹ Construction:								
² Non-Participating Local Utility	\$	936,000	\$	-	0%	\$	936,000	100%
Subtotal:	\$	936,000	\$	-		\$	936,000	
Total Cost Distribution	\$	8,735,900	\$	7,612,325		\$1	1,123,575	

TABLE 1: SUMMARY OF COSTS

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2-6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Wausau (please sign in blue ink)					
Name (print)	Title				
Signature	Date				
Signed for and in behalf of the State (please sign in	n blue ink)				
Name Shannon P Riley	Title WisDOT North Central Region Planning Chief				
Signature	Date				

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

- 2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
- 3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- 8. Basis for local participation:
 - a) <u>Preliminary Engineering 6999-02-09</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.
 - b) <u>Real Estate Acquisition 6999-02-28</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisition related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual. Examples of some review and approval items are listed in the following table.

Contract services & fee for consultant services	Nominal Value approvals
Capability statement for consultant services	Administrative revisions
Appraisal reviews	Revised offers
Offering price approvals	Acquisition Stage Relocation Plan
Relocation computations	Revised relocation computations
Relocation claims	Sales Studies

The Municipality will be given a direct cash reimbursement for the approved real estate costs of this project. Reimbursement will be limited to one payment request for the total real estate expenditures when all real estate activities have been completed.

In order for the Municipality to receive reimbursement for acquiring the real estate, the State must be given copies of all the related documents for review and approval. The reimbursement will be based on detailed invoices and supporting documents provided by the Municipality to the State, which show actual expenditures.

Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the State for reimbursement.

Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project, will be acquired by the Municipality. Such remnants or additional lands will not be considered for reimbursement of their acquisition costs and must be purchased with Municipal funds. Post project disposal and/or use of these remnants and additional lands will be at the sole discretion of the Municipality.

All municipal lands, owned by the Municipality being party to this agreement, required for this improvement project shall be dedicated/donated as right of way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands.

c) <u>Participating Construction – 6999-02-79</u>:

1. <u>Roadway Items (Category 010)</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

<u>Driveways</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

<u>Replacement Sidewalks</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalks costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

<u>New Sidewalks</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

<u>Bicycle Accommodations</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

<u>Replacement Street Lighting:</u> In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

<u>New Street Lighting:</u> In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 50% and the Municipality agrees to pay 50% of continuous new street lighting costs if necessitated by the project and only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the SMMA. The Municipality is responsible for 100% of any alternate design, over and above state standards and acceptable to the State.

<u>Storm Sewers:</u> In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

<u>Parking Policy</u>: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

<u>Traffic Signals</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

(d) <u>Non-Participating Construction Local Utilities – 6999-02-89</u>: The Municipality has requested to include sanitary sewer and water main improvements with the project. In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

<u>Hazmat</u>: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

<u>Comments and Clarification</u>: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting:	October 10, 2024, at 5:15 p.m. in the Council Chambers of City Hall.
Members Present:	Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal
Also Present:	Allen Wesolowski, TJ Niksich, Andrew Lynch, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on first revision to the State/Municipal Agreement for Grand Avenue, Kent Street to Thomas Street

Wesolowski stated this will be a big project that includes the reconstruction of the intersection of Thomas Street. Originally, the DOT had this project on the books and then took it off. The project is now back on the table. The DOT will pay 100% for the reconstruction other than costs for sewer and water. The agreement includes an estimated cost for right-of-way acquisition, which will be the DOT's responsibility. The DOT may buy some real estate for the possibility of widening the road. This is currently in the planning process, but they will widen it for pedestrian and bike accommodations if they can. This road had new asphalt 6 to 7 years ago, which has held up well. This would give a chance to completely reconstruct the roadway.

Larson asked if there is a cost estimate for replacing the sewer and water lines. Wesolowski said the project is not at that stage yet, but it will not be cheap. This is an old section of town and it is likely that all sewer and water will be replaced. There is a placeholder of \$1 million for sewer and water. That will have to be refined as planning moves along. He expects that cost will go up.

Neal said this is a main artery and the sooner we get it behind us the better.

Neal moved to approve. Seconded by Larson.

Henke asked about the recent project approved to redo the intersection at Townline Road. Wesolowski explained that the DOT gave us money to reconstruct those signals and we have started that design process. We will probably back off on that as it would not pay to reconstruct the signals and then redo them again in a few years. The signals were planned for 2026 and the reconstruction project is planned for 2030. The DOT may advance the reconstruction project if they can.

Martens asked if the reconstruction of Grand Avenue would entail a partial reconstruction of Townline Road. Wesolowski said all intersections on Grand Avenue will be redone. Martens feels the turn lanes on Townline Road are poor. At least once a month a semi clips the signal on the intersection. Wesolowski explained the redesign would put trombones up and take the signals out of the center median.

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

STAFF REPORT TO INFRASTRUCTURE & FACILITIES COMMITTEE - October 10, 2024

AGENDA ITEM

Discussion and possible action on first revision to the State/Municipal Agreement for Grand Avenue, Kent Street to Thomas Street

BACKGROUND

Grand Avenue from Kent Street to Thomas Street is a connecting highway (Business 51). Being a connecting highway means the Wisconsin Department of Transportation (WDOT) is responsible for the reconstruction of the roadway. The WDOT has evaluated this segment of roadway and determined it is in need of reconstruction based upon the pavement condition. The State/Municipal agreement is attached. The WDOT will fund the reconstruction in accordance with the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in the SMA. The City would pay 25% of the design cost, estimated to be \$187,575. The City would also be 100% responsible for any sewer or water costs on the project. The estimate for this work is \$936,000.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE

Establishing Assessment Rates for 2025 New Street Construction Projects.

Committee Action:	Approved 5-0		
Fiscal Impact:	Amount of 2025 special assobudget.	essments will depend	on what projects are included in the
File Number:	24-1104	Date Introduced:	November 12, 2024

		FISCAL	IMPACT SUMMARY	
S	Budget Neutral	Yes⊠No□		
COSTS	Included in Budget:	Yes No	Budget Source:	
Õ	One-time Costs:	Yes No	Amount:	
	Recurring Costs:	Yes No	Amount:	
	Fee Financed:	Yes No	Amount:	
CE	Grant Financed:	Yes No	Amount:	
R	Debt Financed:	Yes No	Amount Annual Retiremen	nt
OUR	TID Financed:	Yes No	Amount:	
Ś	TID Source: Increment R	evenue 🗌 Debt	🗌 Funds on Hand 🗌 Interfund Loan 🗌	

RESOLUTION

WHEREAS, on October 10, 2024, your Infrastructure and Facilities Committee reviewed the 2024 costs for the street construction projects; and

WHEREAS, your Committee recommends the 2025 assessable costs per foot per side of adjusted front footage be established at \$55.00 per foot and \$500 for the replacement of sewer laterals; with rates for installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby establish \$55.00 per foot per side as the assessable rate for 2025 street construction projects and \$500 for the replacement of sewer laterals; with rates for installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting:	October 10, 2024, at 5:15 p.m. in the Council Chambers of City Hall.
Members Present:	Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal
Also Present:	Allen Wesolowski, TJ Niksich, Andrew Lynch, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on assessment rates for 2025 construction projects

Wesolowski explained that the current rate is \$55 per foot. Traditionally, the rate is to represent 60% of the cost of putting in the roadway. If we want to cover 60% of the roadway, the rate should be closer to \$120 per foot. That would be overburdensome to people living on the street and we could have people paying \$20,000 for street reconstruction. Wesolowski believes we need to get away from the notion of residents carrying 60% of the cost of the roadway as it is not feasible. He recommends keeping the rate at \$55 per foot.

Neal appreciates the explanation and respects it. While things do go up, we cannot expect a dramatic increase for citizens.

Neal moved to approve the assessment rates as recommended. Seconded by Martens.

Henke asked how many years the rate has been at \$55. Wesolowski said this is the second year. The last increase went from \$42 per foot to \$55.

Neal asked if this recommendation would go to the Finance Committee. Wesolowski indicated it typically has not gone to Finance. It will go to Council.

There being a motion and a second, motion to approve the assessment rates as recommended passed 5-0.

AGENDA ITEM

Discussion and possible action on assessment rates for 2025 construction projects

BACKGROUND

Each year the city establishes assessment rates for street reconstruction projects. The past practice has been established to assess approximately 60% of the street reconstruction cost (excluding storm sewer or utilities). The assessment rate for the 2024 construction season is \$55 per assessable foot. This means a resident with a 60-foot-wide lot would be assessed \$3,300 (60' x \$55/ft). Assessable footage for each lot is determined for each individual lot.

Sewer lateral replacement during street projects was set at \$500 in 2024.

New sidewalk was assessed at 50% of the bid price in 2024.

Drive approach replacement is assessed out at 100% of the bid price in 2024.

FISCAL IMPACT

The total assessable footage for the street projects in 2025 is 14,005 feet. If the current rate of \$55 per foot is assessed the total would be \$770,275. The budget for the street reconstruction, not including storm sewer or sewer and water utilities is \$3,250,000. This equates to the abutting property owners paying for approximately 25% of the roadway reconstruction.

STAFF RECOMMENDATION

Staff recommends keeping the rate at \$500 per sewer lateral, 50% on new sidewalk, and 100% on driveway approaches for 2025 street construction projects. Staff suggests I&F review the rates for assessable footage.

Staff contact: Allen Wesolowski 715-261-6762

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 5 of Ordinance No. 61-5950 striking the sunset provision of December 31, 2024 on WMC 9.20.020(t) making consumption of alcohol in parks under certain conditions a municipal offense.

Committee Action:	Approved 5-0	Ordinance Number:	61-5973
Fiscal Impact:	None		
File Number:	23-0905	Date Introduced:	November 12, 2024

		FISCAL	IMPACT SUMMARY
S	Budget Neutral	Yes⊠No□	
COSTS	Included in Budget:	Yes No	Budget Source:
Õ	One-time Costs:	Yes No	Amount:
	Recurring Costs:	Yes No	Amount:
	Fee Financed:	Yes No	Amount:
CE	Grant Financed:	Yes No	Amount:
OURCE	Debt Financed:	Yes No	Amount Annual Retirement
0	TID Financed:	Yes No	Amount:
Ñ	TID Source: Increment	Revenue 🗌 Debt	Funds on Hand 🗌 Interfund Loan 🗌

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

Section 1. That Ordinance Number 61-5950 Joint Ordinance of Public Health & Safety Committee and Parks & Recreation Committee Amending Section 9.20.020 Regulation of persons and Section 1.01.025 Issuance of citations approved on September 18, 2023 is hereby amended as follows:

. . .

Section 5. This ordinance shall automatically repeal on December 31, 2024.

<u>Section 2</u>. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted: Approved: Published: Attest: Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk



Office of the City Attorney

TEL: (715) 261-6590 FAX: (715) 261-6808 Anne L. Jacobson City Attorney

Tegan M. Troutner Assistant City Attorney

To: Public Health & Safety Committee

From: Tegan M. Troutner, Assistant City Attorney Date: October 21, 2024

Re: Comments on proposal to delete sunset provision to WMC §9.20.020(t)

- On September 12, 2023, the Common Council approved Ordinance No. 61-5950 which amended WMC §9.20.020 and WMC §1.01.025 by creating subsection 9.20.020(t) and adding the municipal ordinance offense of consuming alcohol in parks to the schedule of deposits.
- In that approval process, the ordinance amendment was to sunset in one year. A review and analysis on whether the amendment was effective by the police department was requested to occur at the November 2024 Public Health & Safety Committee meeting. In September, the police department reached out to the City Attorney's Office to request that the sunset provision be removed given that it has been effective in reducing the issues it was intended to reduce.
- Section 5 of Ordinance No. 61-5950, states that the ordinance "shall automatically repeal on December 31, 2024." The amendment before the committee is to strike Section 5 so the ordinance will not sunset.

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

JOINT ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE AND PARKS & RECREATION COMMITTEE

Amending Section 9.20.020 Regulation of persons and Section 1.01.025 Issuance of citations.

Committee Action:	PH&S: Approved Parks & Rec: Appr		nber:	61-5950	
Fiscal Impact:	None				
File Number:	23-0905	Date Introduced:	Se	ptember 12, 2023	1

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

Add (____) Delete (____)

Section 1. That Section 9.20.020 Regulation of persons is hereby amended to read as follows:

9.20.020 - Regulation of persons.

Persons using the public parks shall comply with the following:

. . . .

- (s) No person shall possess or consume intoxicating liquor or fermented malt beverages in or upon The 400 Block except between the hours of 4:00 p.m. and 11:00 p.m.; during a Class I, II, or III Special Event upon request of the event organizer and as approved under the City's Special Events Policy and Procedures for a period beginning two hours before the time for the Class I, II, or III Special Event and ending one hour after the event if the event closes prior to 4:00 p.m., or such hours beginning before and ending after the event as may otherwise be approved by the Public Health and Safety Committee; or, as otherwise approved by the Public Health and Safety Committee and Common Council as provided in section 9.04.025(d).
- (t) No person shall possess or consume intoxicating liquor or fermented malt beverages in any City owned park, playground, athletic field or court, swimming or wading pool except as follows:

(i) Between the hours of 4:00 p.m. and 11:00 p.m.;

(ii) During a Class I, II, or III Special Event upon request of the event organizer and as approved under the City's Special Events Policy and Procedures and the period beginning two hours before the time for the event and ending one hour after the event if the event closes prior to 4:00 p.m., or such hours beginning before and ending after the event as may other otherwise be approved by the Public Health & Safety Committee;

(iii) At campsites, park shelters or facilities reserved through the Wausau and Marathon County Parks, Recreation and Forestry Department;

(iv) At Athletic Park.

Section 2. That Section 1.01.025 Issuance of citations, is hereby amended to read as follows:

1.01.025 Issuance of citations.

. . . .

(c) Schedule of cash deposits.

(1) A schedule of cash deposits is established as follows:

....

(B) For violations of all ordinances other than those governed by the aforedescribed Uniform State Deposit Schedule and except as provided in subsection (C), the cash deposit schedule shall be as follows:

Municipal Ordinance Schedule of Deposits

Ord. No.	Offense	Deposit
9.20.020 <mark>(b)</mark>	Park—after hours	50.00
9.20.020(r)	Animals on cross-country ski trails	10.00
9.20.020(t)	Possess consume alcohol in park	50.00
9.22.020	Jumping and diving from bridges	25.00

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect beginning on January 1, 2024.

Section 5. This ordinance shall automatically repeal on December 31, 2024.

Adopted: 9/12/23 Approved: 9/18/23 Published: 9/20/23 Attest: 9/18/23

Approved: Katie Rosenberg, Mayor

Attest: <u>Kerilin A Bernerde</u> Kaitlyn Bernarde, Clerk

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8220 Enterprise Drive.

Approved 5-0 Committee Action:

Fiscal Impact: None

File Number:

15-0918

Date Introduced:

November 12, 2024

	FISCAL IMPACT SUMMARY						
\mathbf{v}	Budget Neutral	Yes⊠No□					
COSTS	Included in Budget:	Yes No	Budget Source				
0	One-time Costs:	Yes No	Amount:				
<u> </u>	Recurring Costs:	Yes No	Amount:				
	Fee Financed:	Yes No	Amount:				
CE	Grant Financed:	Yes No	Amount:				
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement				
o	TID Financed:	Yes No	Amount:				
S	TID Source: Incremen	t Revenue 🗌 Debt	t 🗌 Funds on Hand 🗌 Interfund Loan 🗌				

RESOLUTION

WHEREAS, Landmark Leasing, LLC received an offer to purchase the property at 8220 Enterprise Drive from Kimcar, LLC which was accepted; and

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

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby waive its right to exercise its option to repurchase the property and authorizes the Mayor and Clerk to execute the Termination and Deed Restrictions for Wausau West Business and Industrial Park, as attached, for the property at 7801 International Drive.

Approved:

Doug Diny, Mayor

Document No.

TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK ("<u>Agreement</u>") is entered into this _____ day of November, 2024 by the CITY OF WAUSAU ("<u>City</u>") and consented to by LANDMARK LEASING, LLC, a Wisconsin limited liability company ("<u>Owner</u>").

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated April 15, 2016, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1713031 ("<u>Deed</u> <u>Restrictions</u>");

WHEREAS, Owner has received an offer to purchase the Property from Kimcar, LLC and Owner intends to transfer title to the Property to Kimcar, LLC or its assigns ("<u>Transfer</u>");

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

WHEREAS, Owner is the owner of the real property legally described on <u>Exhibit A</u> ("<u>Property</u>");

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

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

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

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

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

Recording Area

Name and Return Address

Attorney Joseph Mella Ruder Ware, L.L.S.C. P O Box 8050 Wausau WI 54402-8050

PIN: 291-2906-362-0951

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

and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

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

[Signatures on Next Page]

Dated this _____ day of November, 2024.

CITY OF WAUSAU BY:

*Doug Diny, Mayor * Kaitlyn A. Bernarde, Clerk AUTHENTICATION ACKNOWLEDGMENT Signature(s) STATE OF WISCONSIN)) ss. authenticated this day of , 2024. MARATHON COUNTY) Personally came before me this _____ day of November, 2024, the above named Doug Diny, ***TITLE: MEMBER STATE BAR OF WISCONSIN** Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed (If not, _____ authorized by § 706.06, Wis. Stats.) the foregoing instrument and acknowledged the same. Notary Public, State of Wisconsin My commission: **OWNER BY:** LANDMARK LEASING, LLC **AUTHENTICATION** ACKNOWLEDGMENT Signature(s) STATE OF WISCONSIN)) ss. authenticated this _____ day of _____, 2024. MARATHON COUNTY) Personally came before me this _____ day of November, 2024, the above named to me known to be the person ***TITLE: MEMBER STATE BAR OF WISCONSIN** who executed the foregoing instrument and (If not, authorized by § 706.06, Wis. Stats.) acknowledged the same. Notary Public, State of Wisconsin My commission: THIS INSTRUMENT DRAFTED BY

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 17226 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 24, as Document No. 1701488; being part of the East one-half (E1/2) of the Northwest quarter (NW1/4) of Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin.

Tax Key No. 291-2906-362-0951 Address: 8220 Enterprise Drive

MINUTES

Economic Development Committee Meeting

	Date / Time: Wednesday, August 7, 2024, at 5:30 P.M. Meeting called to order by Lukens at 5:30 P.M.
In Attendance	
Members Present:	Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian
Member Absent:	Victoria Tierney
Others Present:	Tammy Stratz, Shannon Graff, Eric Lindman, Alder Tom Neal, Mayor Doug Diny, Nick Patterson (T Wall), Mark Lake (Wangard), Tom Kilian

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 1 – Approval of Minutes from June 4 and July 2, 2024 Meetings

Kilian motioned to approve minutes, seconded by Henke.

Motion Passed 4-0.

Agenda Item 2 – Discussion and Possible Action on Consent to Transfer, Waiver of Right of First Refusal, Termination of Recorded Deed Restrictions and Recording Set of Revised Restrictions for 8220 Enterprise (*Fifrick*)

Fifrick explained that the Right of First Refusal has been an issue on a somewhat consistent basis. Historically, when the city sold land within the business campus, a set of deed restrictions accompanied the sale to protect the city's interests, since the land was sold at a subsidized rate. The deed restrictions contained a clause that granted the city a right of first refusal on the land, however, awhile back, the committee reviewed and revised the deed restrictions after determining the right of first refusal was unnecessary if the land was not being sold to a tax-exempt entity. Therefore, when new requests are made, the deed restrictions are updated to reflect that change.

Henke motioned to approve, seconded by Kilian.

Motion Passed 4-0.

Agenda Item 3 – Presentation and Discussion of Proposals Received for Riverlife South Request for Interest (RFI) (Fifrick)

Two proposals were received from a Request for Interest that was released on 5/14/24 and closed on 7/30/24 for development of the south Riverlife area. Below are the two developers who submitted proposals and a link to their presentation at the meeting.

- a. Wangard Partners Presentation: 7:54 26:28 https://youtu.be/OAa3In5fHRk?t=472
- b. T Wall Enterprises Presentation: 29:12 30:23 https://youtu.be/OAa3In5fHRk?t=1755

Agenda Item 4 – CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to review and recommendation of Proposals Received for Riverlife South Request for Interest (RFI)

Henke made a motion to go into Closed Session at 6:00 pm. Roll call vote passed 3-1 with Kilian being the dissenting vote. Committee moved to closed session.

Agenda Item 5 - RECONVENE into Open Session to take action on Closed Session Items, as necessary

Committee reconvened 6:55 pm.

Henke motioned to direct staff to move forward with the proposal from Wangard Partners and draft a resolution to be voted on by full council. Seconded by Gisselman.

Motion Passed 4-0

Agenda Item 6 – Update on Commonwealth Affordable Housing Project at 700 Grand Ave (Fifrick)

MINUTES

Economic Development Committee Meeting

	Date / Time: Tuesday, September 3, 2024, at 5:30 P.M. Meeting called to order by Lukens at 5:30 P.M.
In Attendance	
Members Present:	Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney
Others Present:	Randy Fifrick, Shannon Graff, Mayor Diny, Atty. Jacobson, Angel Laidlaw (Centergy), Joe Mella (Ruder Ware), Matthew and Kristen Aschenbrenner (Asch Properties - Infused), Joey Ninneman (Contractor), Carrie Marohl (Realtor), Justin Carstenson

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 1 – Public Comment

Atty. Joe Mella (Ruder Ware) provided public comment regarding Agenda Item 4. He explained that he represented his client, Kimcar, LLC, who was interested in purchasing a property in the Wausau Business Campus. When the title was reviewed, Restrictive Covenants imposed by the city on the parcel were discovered, to which his client objected. Atty. Mella requested that the city waive one of the specific restrictions contained in the deed, which, as paraphrased by Atty. Mella, allowed the city, at any point, to change any of the rules that applied to the property. He explained that this restriction substantially impacted the marketability, and his client was unwilling to purchase the property if that provision remained.

Carrie Marohl (resident, realtor, and CIP committee member) expressed concerns regarding the business "Infused." She noted that the owners were community members who were using their personal funds and not requesting financial assistance from the city to bring a new business to the area and enhance the community. She said it would not reflect well on Wausau to potentially turn a positive situation into a negative one by denying an extension for this project.

Justin Carstenson (resident) commented that Infused was a great opportunity for an area the city had been targeting for redevelopment, where a private citizen was investing their own money to improve the neighborhood and attract more to the area. He stated that Infused should be allowed an extension to move forward with the project, believing it to be a win-win for everyone involved if they were allowed to proceed.

Agenda Item 2 - Approval of Minutes from August 7, 2024, Meeting

Henke moved to approve, seconded by Kilian. Motion Carried 5-0

Agenda Item 3 – Presentation by Centergy (Angel Laidlaw)

Angel Laidlaw provided an overview of Centergy. To view the presentation please click the link below. The presentation is from time stamp 12:10 through 24:30: https://www.youtube.com/live/j-DTSgal9Dw?si=eqsdxeToTu3Dhz72.

Agenda Item 4 – Discussion and Possible Action on Revised Set of Deed Restrictions for 8220 Enterprise Drive (Fifrick)

Fifrick explained that staff had worked to update the standard deed restrictions recorded when the city sells property within the Wausau Business Campus. The revised restrictions were reviewed by Atty. Jacobson and presented to the seller's attorney. This committee unanimously voted to record the revised restrictions at the August 7, 2024, meeting for new requests. He noted that there is an option to revise or amend the language of the deed restrictions as needed. Fifrick also clarified that the easement portion of the restriction is primarily related to eminent domain, in case the city needs to add or extend a bike path or trail.

Gisselman requested that Atty. Jacobson provide further clarification. Atty. Jacobson explained that the city would most likely need to pay for the easement to install a path. He further stated that the council could make a motion to accept the first sentence of section 10 of the May 24, 2024, deed restriction, reject the second sentence, or leave the section unchanged.

Motion to accept the 5/24/24 version with striking the 2nd sentence of #10, seconded by Gisselman. Motion Carried 5-0

Agenda Item 5 - Development Process Flow Chart Update (Fifrick)

Fifrick introduced the Development Process flowchart due to discussion during August's committee meeting related to the RFI for the South Riverfront. Two proposals were received of which the committee chose one but there were questions and confusion on how it would move through the development process. Fifrick directed their attention to the flow chart to explain the process.

To: City Council

From: Randy Fifrick, Economic Development Manager

Date: March 8, 2022

Re: Recording Set of Revised Deed Restrictions for 8220 Enterprise Drive



Landmark Leasing currently owns the building located at 8220 Enterprise Drive in the Wausau West Side Industrial Park. The building is being leased by Compass Group which owns Canteen which operates out of the building. They are looking to sell the property to another investor and have requested changes to the standard deed restrictions for the property.

Over the last 3 years City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. Based on historical requirements, when a property is being sold the City is asked to waive our right of first refusal. We have been updating the deed restrictions as these requests have been brought forward. These updated deed restrictions clarify the requirements for these properties especially after construction has occurred.

The Committee reviewed this request for amended deed restrictions at their August meeting. The City Attorney's Office communicated the proposed updated deed restrictions and date of the Committee meeting to their Attorney. After the meeting, the City Attorney's Office was contacted with a request for additional changes to the deed restrictions. I have attached the email from Mike Killinski.

Mr. Killinski is requesting that in addition to the other changes, the City remove existing deed restriction #16 from the current restrictions. This restriction has been replaced with deed restriction #10 in our revised set. Staff has been reluctant to remove this restriction in the past as it is valuable to City if we were to ever need an easement on the property.

From: Mike Kilinski Sent: Wednesday, August 21, 2024 1:57 PM To: Jeff <<u>idavis3232@gmail.com</u>> Subject: RE: signed offer

I went to the city office today and talked with Lisa the city attorney assistant .

She asked that I send email stating how the wording should be changed for item number #16 if the economic development committee does not want to drop number #16 totally.

Please see the wording I have chosen , please have your lawyer look over and change as needed before I send to Lisa and the city .

Next economic development committee meeting is September 3rd if the change gets approved the September 3rd then it goes to the counsel meeting September 24th for the final approval.

- Drop number #16 as requested
- Change to : Any new owner or tenant of the building at 8220 Enterprise Drive in the Wausau West Side Industrial Park needs to follow current CUP rules and restrictions to receive occupancy permit.

Please respond with your edits as soon as possible so I can forward to the city and all attorneys for the September 3rd meeting .

Thank You,

- Mike

Mike Kilinski

Phone 715-675-9425 Ext. 104 Fax 715-675-9781 Cell 715-571-7765



5909 N. 39th Ave Wausau, WI 54401

RESOLUTION OF THE FINANCE COMMITTEE Approving contract for commercial inspection services with the Village of Rib Mountain. Committee Action: Approved 5-0 Fiscal Impact: Annual Estimated Revenue will be based off of workload and in accordance with the city fee schedule File Number: 20-0809 Date Introduced: November 12, 2024

	FISCAL IMPACT SUMMARY						
S	Budget Neutral	Yes□No⊠					
COSTS	Included in Budget:	Yes□No⊠	Budget Source:				
Õ	One-time Costs:	Yes No	Amount:				
$\mathbf{\circ}$	Recurring Costs:	Yes No	Amount:				
	Fee Financed:	Yes No	Amount:				
CE	Grant Financed:	Yes No	Amount:				
R	Debt Financed:	Yes No	Amount Annual Retirement				
o	TID Financed:	Yes No	Amount:				
Ň	TID Source: Increment	Revenue 🗌 Debt	t 🗌 Funds on Hand 🗌 Interfund Loan 🗌				
SOURCE	Grant Financed: Debt Financed: TID Financed:	Yes No Yes No Yes No	Amount:AmountAnnual RetirementAmount:				

RESOLUTION

WHEREAS, the Village of Rib Mountain has requested the assistance of the City in completing commercial inspections; and

WHEREAS, your Finance Committee, at their October 22, 2024 meeting, discussed and approved entering into a contract with the Village of Rib Mountain for commercial permitting and inspection services for a period beginning January 1, 2025 through December 31, 2028 in accordance with the fee schedule; and

WHEREAS, the Village of Rib Mountain Board will consider the matter at their November meeting.

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 a 2025-2028 contract for commercial inspection services with the Village of Rib Mountain.

Approved:

Doug Diny, Mayor



Memorandum

From: William D. Hebert

To: Finance Committee

Date: 10/09/2024

Re: Village of Rib Mountain – Commercial Inspections Services

<u>Purpose</u>: To obtain your approval for renewing an agreement with the Village of Rib Mountain. The City inspection division would provide full commercial inspection services to Rib Mountain.

Facts / Considerations:

Wausau inspections division has been contracting our services to other municipalities in the surrounding area. We are recently renewed a 4 year agreement with the city of Schofield to provide inspection services.

We have been working with Rib Mountain for the past 4 years with commercial inspections. The workload has been manageable.

<u>Recommendation</u>: Your approval is requested for:

1. A 4 year contract with the Village of Rib Mountain to provide full inspections services for commercial construction inspections.

Impact:

Revenue will be based off of workload.

Cc: Doug Diny, Mayor Eric Lindman, DPW & Utilities Director

CONTRACT FOR COMMERCIAL INSPECTION SERVICES CITY OF WAUSAU AND VILLAGE OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

THIS AGREEMENT entered into this _____ day of _____, 2024, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the Village OF RIB MOUNTAIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "RIB MOUNTAIN":

WITNESSETH:

WHEREAS, WAUSAU, presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, acknowledges that pursuant to Wis. Stats. §§61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, desires to utilize, for its Village, WAUSAU'S commercial inspection services, and WAUSAU agrees to provide commercial construction inspection services to RIB MOUNTAIN all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. <u>TERM:</u> WAUSAU shall provide the following commercial inspection services within the corporate boundaries of RIB MOUNTAIN for a period beginning January 1, 2025 through December 31, 2028. This contract shall not automatically renew.
- 2. <u>SCOPE:</u> Subject to the provisions hereafter contained in this contract, WAUSAU shall provide:
 - a. Upon request, inspection services during all phases of commercial construction, including, but not limited to, building, HVAC, plumbing, fire sprinkler and electrical to RIB MOUNTAIN, and the service shall be provided to any person or entity within RIB MOUNTAIN needing such inspection service.
 - b. If during inspection a significant code violation is discovered outside the permitted project, WAUSAU shall report the violation to RIB MOUNTAIN.
- 3. <u>FEES:</u> Wausau shall be paid in accordance with its fee schedule as updated and adopted annually by the following means:
 - a. A contractor and/or individual engaging in commercial construction within the Village of Rib Mountain shall obtain zoning approval from the Village of Rib Mountain; and
 - b. The zoning approval shall then be provided to the City of Wausau for the issuance of a building permit, which fee so said building permit shall be paid directly to Wausau unless otherwise directed by RIB MOUNTAIN, then fees paid quarterly to WAUSAU; and
 - c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection and any associated documents to RIB MOUNTAIN for issuance of a certificate of occupancy unless RIB MOUNTAIN has other means to obtain the necessary information.

- 4. <u>TERMINATION:</u> WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon ninety (90) days' written notice to the other party.
- 5. <u>HOLD HARMLESS:</u> Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU's inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.
- <u>NOTICE</u>: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Village Clerk of the Village of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

IN WITNESS WHEREOF, this contract has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

Doug Diny, Mayor

Kaitlyn Bernarde, City Clerk

VILLAGE OF RIB MOUNTAIN BY:

Allen Opall, Village President

Lynnae Kolden, Village Clerk

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Level B Hazardous Materials Response Agreement with Marathon County.					
Committee Action:	Approved 5-0				
Fiscal Impact: \$20,000 payment from Marathon County					
File Number:	24-1105	Date Introduced:	November 12, 2024		

	FISCAL IMPACT SUMMARY						
T.O.	Budget Neutral	Yes⊠No□					
COSTS	Included in Budget:	Yes No	Budget Source:				
Ö	One-time Costs:	Yes No	Amount:				
	Recurring Costs:	Yes No	Amount:				
	Fee Financed:	Yes No	Amount:				
CE	Grant Financed:	Yes No	Amount:				
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement				
ы	TID Financed:	Yes No	Amount:				
Ň	TID Source: Increment	Revenue 🗌 Debt	t 🗌 Funds on Hand 🗌 Interfund Loan 🗌				

RESOLUTION

WHEREAS, the City of Wausau ("City") has an agreement with Marathon County ("County") for the provision of cooperative emergency management services which was entered into in 2017 for a five (5) year term; and

WHEREAS, among other things, under the agreement the City has designated the County Emergency Management Director as the head of its emergency management services and the parties established the use of shared facilities; and

WHEREAS, on February 26, 2021, Common Council approved an amendment to the current agreement which provided more clarity as to the services to be provided by the County, and set forth additional planning and training services requested by the City which expired December 31, 2023; and

WHEREAS, the City and County wish to enter into a three (3) year agreement for services; and

WHEREAS, your Public Health & Safety Committee, at its October 21, 2024 meeting, recommended entering into an Emergency Management Services Agreement beginning January 1, 2024 and expiring December 31, 2026.

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 Emergency Management Services Agreement.

Approved:

Doug Diny, Mayor

LEVEL B HAZARDOUS MATERIALS RESPONSE AGREEMENT

This Agreement is made between Marathon County, Wisconsin ("County"), located at 500 Forest Street, Wausau WI 54403, and City of Wausau, Wisconsin ("City"), located at 407 Grant Street, Wausau, WI 54403, for the purpose of codifying the County's Hazardous Materials Response Agreement with the City.

I. Parties

- **a.** County. County is a political subdivision of the State of Wisconsin, established pursuant to §§ 2.01(34), 2.01(35), and 2.01(37) of the Wisconsin Statutes, and doing business as a quasi-municipal corporation pursuant to Wis. Stat. § 59.01.
- **b.** City. City is a political subdivision of the State of Wisconsin, incorporated pursuant to Wis. Stat. §§ 66.0201 and 66.0203 and doing business as a municipal corporation pursuant to Wis. Stat. § 62.05.

II. Identification of Local Emergency Response Team

Pursuant to Wis. Stat. § 323.61(2m) (e), County may identify a local emergency response team that is capable of responding to a Level B release of hazardous materials that occurs at any place in the County and whose members meet the standards for hazardous materials technicians in 29 CFR 1910.120 (q) (6) (iii) and National Fire Protection Association standards 471 and 472.

City has developed an effective hazardous materials response capability by investing into operating guidelines, vehicles, equipment, and supplies. Specifically, the Wausau Fire Department has over twenty years' experience in hazardous materials response with its members being trained pursuant to the 29 CFR 1910 (q)(6)(iii) and National Fire Protection Association standards 471 and 472.

III. Agreement

- **a. Purpose.** City and County have expressed mutual interest in the establishment of an agreement to facilitate and encourage coordinated emergency response service and use of shared facilities, vehicles and equipment, in accordance with Wis. Stat. § 66.0301.
- **b.** Term. The initial term of this agreement will be for no more than three (3) years and will provide City and County with the services of a level B release response team.
- c. Services to be provided by the Wausau Fire Department.
 - i. Level B hazardous materials response. When a Level B hazardous materials response is requested by a local incident commander, the City shall provide an appropriate Level B response within the County safely and effectively, according to the terms and conditions contained herein and pursuant to Fire

Department protocols. The number of trained personnel from the City responding to such request shall depend upon existing limitations regarding personnel and equipment at the time of the request. Operational support of the hazardous materials response team shall be the responsibility of the jurisdictional authority incident commander.

- ii. *Out-of-city response, costs.* In the event of a Level B response outside the city limits of Wausau but within Marathon County, the party responsible for the release shall be invoiced under the same criteria as applied to an incident in the City for all costs incurred, including, but not limited to, staff time, apparatus time and items depleted during mitigation.
- iii. *Equipment*. The City shall provide, to the extent of its resource capability, all tools and equipment necessary to attempt to identify, confine and control the hazardous material, whether it is released or has potential for release into the environment. City makes no representation to third parties with regard to the ultimate outcome of the hazardous materials service to be provided, but City will respond to the best of its ability.
- iv. Guidance to Fire Chiefs and Departments. The City shall keep all Fire Chiefs located in Marathon County informed regarding the availability and capability of the Level B team.

The City shall provide written guidance to all fire departments within the County as to how to obtain the services of the hazardous materials response team and the information to provide in order to achieve an effective response.

v. Availability of team and equipment. The hazardous materials team and equipment shall be made available for County-sponsored tabletop, functional or full-scale hazardous materials response exercise, unless said team and equipment are being utilized in a response or call for services.

The City's on-duty hazardous materials team members shall provide hazardous materials product information on request to law enforcement agencies and fire departments within the County.

- vi. *Response reports*. The Wausau Fire Department shall complete and submit incident reports associated with a hazardous materials response and provide to the Marathon County Emergency Management Director a copy of the report. This includes responses inside the city limits of the City and within the County.
- vii. *Post-incident review*. The hazardous materials team supervisor shall participate in any post-incident review as scheduled by the authority having jurisdiction over the incident.

d. Services to be provided by County.

- i. *Off-site facility plans*. The Marathon County Emergency Management Department will provide Off-Site facility plans to the Wausau Fire Department Hazardous Materials Team.
- ii. *Storage*. The Emergency Management Office will facilitate storage of two trailers that will be maintained and used by the Wausau Fire Department Hazardous Materials Team.
- iii. *Emergency Management*. The Emergency Management Director will support and participate in the preparedness and response efforts as needed.

IV. Compensation for Hazardous Materials Service

In exchange for the services provided by City as outlined above, Marathon County will:

- 1. Annually pay \$20,000.00 to the City of Wausau, to be paid no later than December 31 of each calendar year.
- 2. Pay the cost share of the Emergency Planning Grant described in Wisconsin Statute Chapter 323.61.
- 3. Provide access to its current inventory of supplies, equipment, vehicles, and trailers.
- 4. Provide storage and parking space for hazardous materials response supplies, equipment, vehicles and trailers.

V. Invoicing

The City of Wausau will invoice the party or parties responsible for a spill for all costs incurred, including, but not limited to, staff time, apparatus time and items depleted during operations.

VI. Indemnification

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

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

intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns.

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

VII. Insurance

As a condition of this agreement, City shall maintain the following:

1. Worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work identified under this agreement. In case any work is sublet, City shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by City.

Marathon County employees engaged in work under this agreement shall remain employees of the County for the purpose of workers compensation and employee claims.

City of Wausau employees engaged in work under this agreement shall remain employees of the City for the purposes of workers compensation and employee claims.

- 2. General liability, auto liability and property damage insurance. City shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by City or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - a. The minimum coverage required shall be in the amount of \$5,000,000.00 in aggregate for bodily injury and property damage.

City shall provide to County an insurance certificate(s) indicating the foregoing coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, annually.

City shall not be covered under the County's Worker's Compensation and General Liability policies.

VIII. Cancellation/Termination

- **a.** Nonappropriation of funds. Marathon County reserves the right to cancel this agreement in whole or in part without penalty due to nonappropriation of funds.
- b. Termination. Termination may only occur on a calendar year by either party

providing written notice prior to November 1st.

c. Review. This agreement shall be subject to review from time to time at the request of either party.

IX. Notices

Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by email upon the County to the county administrator; and upon the City to the Fire Chief, or to such other officer or location as designated in writing.

X. Assignment

No right or duty in whole or in part under this contract may be assigned or delegated without the prior written consent of both parties.

XI. Independent Contractor

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

The City has no authority to incur any obligation for or on behalf of the County. No federal, state or local taxes or social security deductions or contributions shall be made by the County on behalf of the City.

XII. No Third Party Beneficiary

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the City and County. This Agreement shall not release or discharge any obligation or liability of any third party to the City and the County.

XIII. Waiver of Breach

No waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XIV. Dispute Resolution

If a dispute related to this agreement arises, the disputing party shall notify the other party of such a dispute in writing and with sufficient particularity to fully identify the dispute. If the dispute has resulted from a breach of this agreement by the party to be notified, such notification should state the alleged breach and the provision of this agreement which is allegedly breached. All parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, a final decision shall be made by the Marathon County Administrator. Unless otherwise agreed, the parties shall continue to perform according to the terms and conditions of this agreement during the pendency of any dispute resolution process.

XV. Modifications

This Agreement may only be modified in writing, with the modification signed by both parties.

XVI. Initial Term

This Agreement shall be for a period of three (3) years commencing January 1, 2024 through December 31, 2026.

XVII. Integration of agreement

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and the County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement hereby affix their duly authorized signatures.

MARATHON	COUNTY	BY:
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Lance Leonhard, Administrator Marathon County

Date

CITY OF WAUSAU BY:

Doug Diny, Mayor City of Wausau

Date

Kaitlyn A. Bernarde, City Clerk City of Wausau

Date

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Emergency Management Services Agreement with Marathon County.

roved 5-0
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01-0251

Fiscal Impact: \$10,000

File Number:

Date Introduced: November 12, 2024

	FISCAL IMPACT SUMMARY						
2	Budget Neutral	Yes No					
COSTS	Included in Budget:	Yes⊠No□	Budget Source: Emergency Government				
Õ	One-time Costs:	Yes No	Amount:				
\cup	Recurring Costs:	Yes⊠No□	Amount:\$10,000.00 per year				
	Fee Financed:	Yes No	Amount:				
CE	Grant Financed:	Yes□No⊠	Amount:				
JR(Debt Financed:	Yes No	Amount Annual Retirement				
SOUR	TID Financed:	Yes No 🛛	Amount:				
Ś	TID Source: Increment H	levenue 🗌 Debi	Funds on Hand 🗌 Interfund Loan 🗌				

RESOLUTION

WHEREAS, the City of Wausau ("City") has an agreement with Marathon County ("County") for the provision of cooperative emergency management services which was entered into in 2017 for a five (5) year term; and

WHEREAS, among other things, under the agreement the City has designated the County Emergency Management Director as the head of its emergency management services and the parties established the use of shared facilities; and

WHEREAS, on February 26, 2021, Common Council approved an amendment to the current agreement which provided more clarity as to the services to be provided by the County, and set forth additional planning and training services requested by the City which expired December 31, 2023; and

WHEREAS, the City and County would like to enter into a three (3) year agreement for services; and

WHEREAS, your Public Health & Safety Committee, at its October 21, 2024 meeting, recommended entering into an Emergency Management Services Agreement beginning January 1, 2024 and expiring December 31, 2026.

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 Emergency Management Services Agreement.

Approved:

Doug Diny, Mayor

Emergency Management Services Agreement

This Agreement is made between Marathon County, Wisconsin ("County"), located at 500 Forest Street, Wausau WI 54403, and City of Wausau, Wisconsin ("City"), located at 407 Grant Street, Wausau, WI 54403, for the purpose of providing emergency management technical services according to Wisconsin Statute 323.14.

I. Parties

- **a.** County. County is a political subdivision of the State of Wisconsin, established pursuant to §§ 2.01(34), 2.01(35), and 2.01(37) of the Wisconsin Statutes, and doing business as a quasi-municipal corporation pursuant to Wis. Stat. § 59.01.
- **b.** City. City is a political subdivision of the State of Wisconsin, incorporated pursuant to Wis. Stat. §§ 66.0201 and 66.0203 and doing business as a municipal corporation pursuant to Wis. Stat. § 62.05.

II. Agreement

Purpose. According Wisconsin Statute 323.14, the governing bodies of each city, village, and town has the obligation to develop and adopt an emergency management plan and program, and designate a head of emergency management services. In order for the City to meet this requirement, they will enter into a three-year agreement with the County to provide emergency management technical services, focusing on planning and training, as outlined below.

a. Term. The initial term of this agreement will be for no more than three (3) years.

b. Services to be provided by County.

- i. Develop and direct a three year emergency management training program and exercise plan, collaboratively with the City, including, but not limited to:
 - 1. Incident Planning
 - 2. NIMS/ICS Training
 - 3. Tabletop/Live Exercise
 - 4. State of Emergency Declaration
- ii. Direct participation in emergency management programs that are ordered by the adjutant general.
- iii. Evaluate and create a long-term sustainable plan of the City's emergency management programs, facilities, equipment, and supplies.
- iv. Assist with emergency management administrative functions.

- v. Participate in any meetings convened to address administration and implementation of this agreement
- vi. Ensure appropriate City staff are informed of pertinent implementation and coordination decisions and procedures.
- vii. Maintain a master copy of this Agreement (as amended or revised).
- viii. Develop an Emergency Response Plan for the City and maintain to ensure continued compliance.
- ix. Provide emergency service functions to include:
 - 1. Determining department responsibilities based on incident
 - 2. Assisting in the City's needs and resource determination based on incident
- c. Support to be provided by the City of Wausau.
 - i. Ensure that the Emergency Management Director or designee is given the support necessary to provide emergency management duties.
 - ii. Participate in scheduled and emergency meetings to coordinate operational and administrative issues to the maximum extent possible.
 - iii. Participate in exercises intended to test and evaluate the operational and administrative procedures of emergency management.
 - iv. Support and develop official documents associated with emergency management practices, policies, plans, and agreements.
 - v. Provide the Emergency Management Director or designee with new or updated information for the development of an emergency response plan.
 - vi. Maintain and distribute incident management checklists and other emergency management plans.
 - vii. Organize and facilitate meetings and training as directed by the Emergency Management Director or designee.

III. Facilities

The City agrees to supply space for the housing of an Emergency Operations Center (EOC) in the basement of Wausau City Hall and agrees to provide appropriate heating, cooling, maintenance, and other typical workplace accommodations.

The County agrees to equip the EOC with furniture and other typical office equipment.

It is understood and agreed that Internet Technology services shall be provided to the EOC through the City-County Internet Technology Commission, which is also a joint-venture of the parties.

- a. Marathon County shall pay the annual service charge for maintenance.
- b. Responsibility of hardware and software upgrade or replacement shall be subject to negotiations between the parties.

IV. Compensation

In exchange for the services provided by the County as outlined above, the City will:

1. Annually pay \$10,000.00 to the County, to be paid no later than December 31 of each calendar year.

V. Assumption of Risk and Limitations of Liability

- **a.** Assumption of Risk. Each party shall bear the risk for its own acts and omissions, as it does with all other day-to-day operations.
- **b.** Immunity. Nothing contained in this agreement is intended to be a waiver or estoppel of the rights of the County and/or City of Wausau and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.
- c. Indemnification/Hold Harmless. The City hereby agrees to release, indemnify, defend, and hold harmless the County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the City's officers, officials, employees, agents or assigns.

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

Both parties reserve their rights to assert any and all affirmative defenses and

limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

VI. Workers Compensation and Employee Claims

- **a.** Marathon County employees engaged in work under this agreement shall remain employees of the County for the purpose of workers compensation and employee claims.
- **b.** City of Wausau employees engaged in work under this agreement shall remain employees of the City for the purposes of workers compensation and employee claims.

VII. Cancellation/Termination

- a. Termination. Termination may only occur on a calendar year by either party providing written notice to the County Administrator and City of Wausau Mayor, prior to November 1st.
- **b.** Review. This agreement shall be subject to review from time to time at the request of either party.

VIII. Notices

Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by email upon the parties as follows:

- **a.** for the County: to the County Administrator, or to such other officer or location as designated in writing by the County Administrator.
- **b.** for the City: to the City of Wausau Mayor, or to such other officer or location as designated in writing by the City of Wausau Mayor.

IX. Assignment

No right or duty in whole or in part under this contract may be assigned or delegated without the prior written consent of both parties.

X. Non-Exclusiveness and Other Agreements

This Agreement is not intended to be exclusive among the City or the County. Any Marathon County municipality may enter into separate Emergency Management agreements with Marathon County. No such separate agreement shall terminate any responsibility under this Agreement.

Any other agreements for Emergency Management services between the City and the County are unaffected by this Agreement and remain in effect until separately terminated.

The City or the County may donate resources to or share resources with any other municipality outside the terms of this Agreement subject to any terms or conditions negotiated at the time the resources are provided.

XI. No Third Party Beneficiary

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the City and County. This Agreement shall not release or discharge any obligation or liability of any third party to the City and the County.

XII. Waiver of Breach

No waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XIII. Dispute Resolution

If a dispute related to this agreement arises, the disputing party shall notify the other party of such a dispute in writing and with sufficient particularity to fully identify the dispute. If the dispute has resulted from a breach of this agreement by the party to be notified, such notification should state the alleged breach and the provision of this agreement which is allegedly breached. All parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, a final decision shall be made by the Marathon County Administrator. Unless otherwise agreed, the parties shall continue to perform according to the terms and conditions of this agreement during the pendency of any dispute resolution process.

XIV. Modifications

This Agreement may only be modified in writing, with the modification signed by both parties.

XV. Initial Term

This Agreement shall be for a period of three (3) years commencing January 1, 2024 through December 31, 2026.

XVI. Integration of agreement

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and the County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement hereby affix their duly authorized signatures.

MARATHON COUNTY BY:

Lance Leonhard, Administrator Marathon County Date

CITY OF WAUSAU BY:

Doug Diny, Mayor City of Wausau

Date

Kaitlyn A. Bernarde, City Clerk City of Wausau

Date

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Mayor to sign the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances for receiving federal financial assistance from the U.S. Department of Transportation.

Committee Action: Approved 4-0

Fiscal Impact: Federal DOT Financial Assistance

Date Introduced: Novemb

November 12, 2024

	FISCAL IMPACT SUMMARY						
S	Budget Neutral	Yes No					
COSTS	Included in Budget:	Yes No	Budget Source:				
Õ	One-time Costs:	Yes No	Amount:				
	Recurring Costs:	Yes No	Amount:				
	Fee Financed:	Yes No	Amount:				
CE	Grant Financed:	Yes No	Amount:				
SOURCE	Debt Financed:	Yes No	Amount	Annual Retirement			
ō	TID Financed:	Yes No	Amount:				
S	TID Source: Increment	Revenue 🗌 Debt	Funds on Hand	🗌 Interfund Loan 🗌			

RESOLUTION

WHEREAS, City of Wausau is a member of the Marathon County Municipal Planning Organization (MPO); and

WHEREAS, on a bi-annual basis the MPO prepares a Transportation Improvement Plan (TIP) of possible road reconstruction and improvement projects to be considered by the State DOT and for Federal DOT Financial Assistance; and

WHEREAS, City of Wausau benefits from the TIP by receiving Federal Financial Assistance for road improvement projects within the City; and

WHEREAS, the WisDOT is requiring all recipients of Federal Financial Assistance to sign the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances; and

WHEREAS, your Finance Committee, on October 29, 2024, discussed and recommended the Mayor execute the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby authorize the Mayor to sign the FHWA/WISDOT Subrecipient LPA Title VI/Nondiscrimination Assurances.

Approved:

Doug Diny, Mayor

FHWA/WISDOT SUBRECIPIENT LPA TITLE VI/NONDISCRIMINATION ASSURANCES FFY 2025

The ______ herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the ______ agrees with and gives the following Assurances with respect to its Federally-assisted FHWA programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The *Title of Subrecipient*, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
- 4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
- The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors,

consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the _______also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The ______ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA. This ASSURANCE is binding on the ______, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA-funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by ___

(Signature of Authorized Official)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the _________ will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the (*Federal Highway Administration*) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _______ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto _______ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _______ its successors and assigns.

The ________, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the ________ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ______ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _______ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _______ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the ______ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ______ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that
 - 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
 - 2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - 3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, ______ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, ________ will there upon revert to and vest in and become the absolute property of _______ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-0108

Date Introduced:

November 12, 2024

		FISCAL	IMPACT SUMMARY
S	Budget Neutral	Yes⊠No□	
COSTS	Included in Budget:	Yes No	Budget Source:
0	One-time Costs:	Yes No	Amount:
•	Recurring Costs:	Yes No	Amount:
	Fee Financed:	Yes No	Amount:
CE	Grant Financed:	Yes No	Amount:
R	Debt Financed:	Yes No	Amount Annual Retirement
SOUR	TID Financed:	Yes No	Amount:
S	TID Source: Increment	t Revenue 🗌 Debt	Finds on Hand Interfund Loan

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its September 16, 2024 and October 21, 2024 meetings, and has made recommendations that are attached hereto and recommends these actions to the Council for its approval, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

Doug Diny, Mayor



Council Date 11/12/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
200757	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 HARVEST FEST on 10/04/2025 Organized by WAUSAU EVENTS					Yes	
200759	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 BEER AND BACON FEST on 09/13/2025 Organized by WAUSAU EVENTS					Yes	
200760	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 HOLIDAY PARADE on 12/05/2025 Organized by WAUSAU EVENTS					Yes	
200761	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 BIG BULL FALLS BLUES FEST on 08/15/2025, 8/16/2025 Organized by WAUSAU EVENTS					Yes	
200763	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 4TH OF JULY on 07/04/2025 Organized by WAUSAU EVENTS					Yes	
200764	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 WINGS OVER WAUSAU on 06/27/2025, 06/28/2025 Organized by WAUSAU EVENTS					Yes	



Council Date 11/12/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
200765	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 CONCERTS ON THE SQUARE on 6/4, 6/11, 6/18, 6/25, 7/2, 7/16, 7/23, 7/30, 8/6, 8/13, 8/27 2025 Organized by WAUSAU EVENTS					Yes	
200767	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2025 CHALKFEST on 06/28/2025, 06/29/2025 Organized by WAUSAU EVENTS					Yes	
201665	9026 - Class I	MORNING, ZOE	PO BOX 1763 WAUSAU WI 54402-1763	WAUSAU FESTIVAL OF ARTS 2025 on 09/06/2025 TO 09/07/2025 Organized by WAUSAU FESTIVAL OF ARTS						
201667	9061 - "Class A" Beer & Liquor	VALLEE, DAVID	1115 N 3RD AVE WAUSAU WI 54401		HEARTHSIDE TRADE					
202066	9048 - Pawn Broker / 2nd Hand Dealer	,	10121 BARNES CANYON RD. SAN DIEGO CA 92121		ecoATM	10/08/2024	06/30/2025	Yes		
201441	9080 - Public Transport Driver New	DAKOTA, WISNIEWSKI	2155 COUNTY RD X MOSINEE WI 54455		NORTHWOODS TRANSPORT	09/20/2024	06/30/2025	Yes		
201318	9080 - Public Transport Driver New	DAVIS, TYLER	802 ADAMS ST WAUSAU WI 54403		NORTHWOODS TRANSPORT	09/17/2024	06/30/2025	Yes		



License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
						_ /				
						Total L	icenses			3



TEL: (715) 261-6616

FAX: (715) 261-6626

Kody Hart, Deputy City Clerk

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: October 17, 2024

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

STAFF RECOMMENDATIONS

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

- Approval Recommendation Special Event Class I Permit: Wausau Festival of Arts 2025 at the 400 Block on September 6th to 7th, 2025 from 10:00 AM to 5:00 PM, license applicant Wausau Festival of Arts, Zoe Morning; Winterfest at the 400 Block on January 18th, 2025 from 11:00 AM to 1:00 PM, license applicant Wausau Events, Alissandra Aderholdt.
- 2. Approval Recommendation "Class A" Beer & Liquor: Hearthside Trade located at 409 Battery Street, license applicant Heathside Trading LLC, owner David Vallee.
- Approval Recommendation Pawn Broker/2nd Hand Dealer: ecoATM located at Pick N' Save (Kroger Roundy's Store No. 0405) 205 Central Bridge Street, license applicant ecoATM LLC, owner Sean Flaherty.



Kody Hart, Deputy City Clerk

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: September 12, 2024 **Special Event permits approved by the Public Health & Safety Committee in September were recommended for approval by the Common Council November after a discussion on applying fees to Police Department coverage was held.**

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

STAFF RECOMMENDATIONS

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

- 1. **Denial Recommendations Bartender/Operator License: Johnathan Betts-Rojas** This application is recommended for denial due to being currently charged with Strangulation/suffocation and 3rd Degree Sexual Assault.
- 2. Approval Recommendation Special Event Class I Permit: Harvest Fest at the 400 Block on October 4th, 2025 from 11:00 AM to 1:00 PM, license applicant Wausau Events, Alissandra Aderholdt; **Beer and Bacon Fest** at Fern Island Park on September 13th, 2025 from 1:00 PM to 4:00 PM, license applicant Wausau Events, Alissandra Aderholdt; Holiday Parade from Marathon Park to the 400 Block on December 5th, 2025 from 6:30 PM to 8:00 PM, license applicant Wausau Events, Alissandra Aderholdt; Big Bull Falls Blues Fest at Fern Island on August 15th to 16th, 2025 from 4:00 PM to 11:00 PM and 12:00 PM to 11:00 PM, license applicant Wausau Events, Alissandra Aderholdt; 4th of July at the Wausau Airport on July 4th, 2025 from 7:30 PM to 10:00 PM, license applicant Wausau Events, Alissandra Aderholdt; Wings Over Wausau at the Wausau Airport on June 27th to 28th, 2025 from 4:00 PM to 10:00 PM and 11:00 AM to 10:00 PM, license applicant Wausau Events, Alissandra Aderholdt; Concerts on the Square at the 400 Block on every Wednesday from June 4th to July 2nd and July 16th to August 13th and August 27th, 2025 from 6:00 PM to 8:00 PM, license applicant Wausau Events, Alissandra Aderholdt; Chalkfest at the 400 Block on June 28th and 29th, 2025 from 8:00 AM to 10:00 PM, license applicant Wausau Events, Alissandra Aderholdt.

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



Kody Hart, Deputy City Clerk

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

- 3. Approval Recommendation Special Event Class II Permits: Ironbull Red Granite Grinder Bike Race at the 400 Block on October 12th, 2024 from 4:30 AM to 8:00 PM, license applicant Ironbull, Inc., Andrea Larson; ExhibiTour at various businesses on the 300, 400, 500 and 600 blocks of 3rd, Scott, and Washington Street from 4:00 PM to 7:00 PM, license applicant Wausau River District, Callie Walk.
- Approval Recommendation Public Transport Business: Wausau Community Transportation LLC, located at 2101 Nehring Street, Wausau, WI 54401, license applicant Rochelle Schloemer
- 5. Approval Recommendations Temporary "Class B" Picnic Licenses: HOPE: Get Out the Vote at 1329 Sylvan Street on September 27th, 2024 from 6:00 PM to 8:00 PM, license applicant Citizens Action of Wisconsin Education Fund, Joel Lewis; Blossom of Lights Sip & Stroll at 1800 N. 1st Avenue on September 21st, 2024 from 6:30 PM to 8:30 PM, license applicant Monk Botanical Gardens, Elise Schuler; Wausau Noon Optimists at the Ironbull Red Granite Grinder Bike Race at the 400 Block on October 12th, 2024 from 10:00 AM to 7:00 PM, license applicant Wausau Noon Optimists, Robert Stasney; BOOzeum at 195 N. 2nd Street on October 17th, 2024 from 7:00 PM to 10:00 PM, license applicant Children's Imaginarium, Julie Bollmann; Hometown Draft Classic at 801 Garfield Avenue on October 4th, 2024 from 10:00 AM to 10:00 PM, license applicant Wausau Youth Hockey, Nick Gimtz; ExhibiTour at Evolutions in Design - 626 N. 3rd Street #4, The Local, 420 N. 3rd Street, Design Theory 19, 632 N. 3rd Street, Forward Beverage Co., 303 N. 3rd Street, The Chocolate Cafe, 300 N. 3rd Street Ste 102, Object Homewares, 314 Scott Street, Magnolia Soap & Bath Co., 320 N. 3rd Street, Mulligal, 316 Washington Street, Nicole's Boutique, 620 N. 3rd Street, Sweets on Third, 615 N. 3rd Street, Tanya's Bridal, 300 N. 3rd Street, Norwegian Wood, 525 N. 3rd Street on October 5th, 2024 from 4:00 PM to 7:00 PM, license applicant Wausau River District, Callie Wulk.
- 6. Pending Recommendation "Class B" Beer & Liquor: CW Fly Bags located at 2601 Stewart Avenue, license applicant CW Sports Entertainment LLC, Jason Lor. The Liquor License Review Subcommittee will bring the recommendation to the committee meeting.

From:	Victoria Tierney
То:	Kaitlyn Bernarde; Kody Hart; Doug Diny; Lisa Rasmussen
Subject:	Reconsideration request for Vilas L
Date:	Tuesday, November 5, 2024 9:41:02 PM
Attachments:	image001.png
	Wausau Insurance 1st Floor 20241105 184459 8b2cac0d1LUA.pdf

Good Evening,

I would like to file a motion to reconsider the appointment of Vylius Leskys to the Wausau Police and Fire Commission. I have attached additional information which I feel is necessary for the council to be informed of and consider to decide if Mr. Leskys should be appointed to this commission. I myself was not previously aware of this. Thank you Vicki Tierney Alder-District 9

Get Outlook for iOS

From: Victoria Tierney <tiernev@eyeclinicwi.com>
Sent: Tuesday, November 5, 2024 6:31:46 PM
To: Victoria Tierney <Victoria.Tierney@ci.wausau.wi.us>
Subject: [EXTERNAL] FW: Vylius Leskys

You don't often get email from tiernev@eyeclinicwi.com. Learn why this is important

Thank you

Vicki Tierney

Patient Accounts Representative Eye Clinic of Wisconsin Address: 800 N. 1st. Street, Wausau, WI 54403 Phone: (715)261-8501 ext 8883 Fax: (715)261-8665



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From: Wausau_insurance_1st_floor@eyeclinicwi.com
<Wausau_insurance_1st_floor@eyeclinicwi.com>
Sent: Tuesday, November 5, 2024 6:45 PM

To: Victoria Tierney <tiernev@eyeclinicwi.com> Subject: Wausau Insurance 1st Floor Scan to Email

Attorney Vylius ("V") Leskys

Retired U.S. Army Special Forces (Green Beret) Colonel

VA Accredited Attorney U.S. Court of Appeals for Veterans Claims Practitioner



About

VA Accredited attorney and former Green Beret Colonel who served in a variety of assignments in 10th Special Forces Group (Airborne), NATO Special Operations Headquarters, Special Operations Command Europe, the Joint Staff, Army Recruiting, Warrior Transition Command, and the 82nd Infantry Division (Airborne). BA from California State University, Northridge, Juris Doctor from Western Michigan Cooley Law School, Master of Military Studies (Distinguished Graduate) from the Marine Corps University, Master of Strategic Studies (Distinguished Graduate) from the Army War College.

Publications include articles in Military Review, Army Reserve Magazine, Baltic Security and Defence Review, Army War College Room, and Small Wars Journal.

V Leskys

* VA Accredited Attorney

* U.S. Court of Appeals for Veterans Claims Practitioner

* Member of the Bar Associations of Wisconsin, the District of Columbia, and the U.S. Court of Appeals for the Armed Forces

Wausau, WI 54403 USA

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VETERAN FOR VETERANS LAW, LLC

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Office of the Mayor Doug Diny TEL: (715) 261-6800 FAX: (715) 261-6808

MEMORANDUM

DATE: October 17, 2024

TO: Kody Hart, Deputy Clerk

FROM: Mayor Doug Diny

RE: Appointment to Police and Fire Commission

Please place the following appointment(s) on the <u>October 22, 2024</u> Common Council Agenda. If you have any questions please call my office. Thank you.

Police and Fire Commission New appointment (All members shall serve a 5-year term)

Mr. Vylius Leskys Blvd. Wausau, WI 54403

Encl: V. Leskys Citizen Participation Form

Citizen Participation Form



Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our

website. <u>https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx</u> Please consider becoming a part of this important community resource group.

Contact Information Last Name* First Name* Vylius Leskys Address* Street Address Address Line 2 City State / Province / Region Wausau WI Postal / Zip Code Country United States 54403 Email* Phone* (715) @leskys.us Years as a Wausau Resident, if applicable * 1 Occupation/Employer, if applicable Retired US Army Self Employed Attorney **Business Information Business Name** Veteran for Veterans Law, LLC Address Street Address Address Line 2 City State / Province / Region Wausau WI Postal / Zip Code Country 54403 **United States** Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Police and Fire Commission

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees?*

I am seeking an opportunity to serve in our chosen Community after 32+ years of serving our Country.

What qualifications can you bring to these Committees?*

I have experience as a strategic leader and analytical thinker who drives transformative change, focused on organizational alignment and building strategic consensus. I am adept at conveying vision, inspiring teams, and building trust, and will offer leadership experience spanning special operations, recruiting, human resources, and care for wounded warriors.

Chief of Staff - NATO Special Operations Forces Command (SOFCOM)

Deputy Commander - 10th Special Forces Group

Battalion Commander - Seattle Recruiting Battalion

On what other City Committee(s) are you currently serving, if any?

Other Community Involvement

References(Please Include 3)

First Name* Last Name*			
Bradford L. Ramsey, D.			
Address *			
Street Address			
Central Wisconsin Anesthesiology, S.C.			
Address Line 2			
City	State / Province / Region		
Wausau	WI		
Postal / Zip Code	Country		
54401	United States		
Phone*	Relationship to You*		
(715	Acquaintance		
First Name *	Last Name *		
Colonel Benjamin	Ingram, M.D.		

Address *	
Street Address	
NATO Special Operations Forces Command	
Address Line 2	
NA	
City	State / Province / Region
NA	NA
Postal / Zip Code	Country
NA	Belgium
Phone*	Relationship to You *
(703)	Acquaintance
First Name *	Last Name *
Major General (Retired) Sean	Swindell
Address *	
Street Address	
NA	
Address Line 2	
NA	
City	State / Province / Region
Pinehurst	North Carolina
Postal / Zip Code	Country
NA	United States
Phone*	Relationship to You*
(571)	Acquaintance
Additional Information	
You are welcome to attach additional information such	n as your resume or vitae that may further support your appointment.

Attachment(s)

Limit to 3 upload files

Seeking an opportunity to serve in our chosen Community after 32+ years of serving our Country.

Veteran for Veterans Law. LLC https://leskvs.us U.S. Department of Veterans Affairs (VA) Accredited Attorney and Disabled Veteran assisting other Disabled Veterans to receive the compensation they deserve for sacrifices made.

Experience as a strategic leader and analytical thinker who drives transformative change. focused on organizational alignment and building strategic consensus. Adept at conveying vision, inspiring teams, and building trust. Leadership experience spans special operations, recruiting, human resources, and care for wounded warriors.

HIGHLIGHTED EXPERIENCE

NATO Special Operations Forces Command (SOFCOM)

Chief of Staff (Mons, Belgium), U.S. Army Colonel

Directed, synchronized, prioritized, and supervised all staff activities in a strategic North Atlantic Treaty Organization (NATO) military headquarters. Established policies to ensure efficient and effective staff operations; set priorities and directed an international staff of 270+ personnel representing 30 nations. Bolstered operational efficiencies; built trust and consensus among a multinational staff.

10th Special Forces Group

Deputy Commander (Colorado Springs), U.S. Army Colonel

Second-in-command of a 2600+ person strong Special Forces Group at Fort Carson, Colorado, with one battalion in Germany. Focused on ensuring proper alignment, readiness, training, discipline, and welfare of all assigned personnel in peacetime or war with persistent efforts across Europe and the Middle East.

Seattle Recruiting Battalion

Battalion Commander (Seattle), U.S. Army Lieutenant Colonel

Directed, supervised and trained 273 Officers, Non-Commissioned Officers, and Civilians within seven companies and 37 recruiting centers across Washington, Alaska, Oregon and Idaho. Responsible for recruiting, with integrity, Regular Army and Army Reserve Enlisted Soldiers and Officers to meet the needs of the U.S. Army. Proved unprecedented growth with a 38% year-over-year production increase.

Warrior Transition Brigade, Walter Reed Army Medical Center

Brigade Operations / Executive Officer (Washington, DC), U.S. Army Major Supervised and synchronized staff who managed a persistent average of 570 wounded, ill, and injured warriors at Walter Reed, to facilitate their healing for a timely return to the force or transition to a productive civilian life. Ensured mental, spiritual, and physical well-being of those who served.

QUALIFICATIONS

Bar Membership: Wisconsin, District of Columbia, U.S. Court of Appeals for the Armed Forces. VA Accredited Attorney, U.S. Court of Appeals for Veterans Claims Practitioner; Military Administrative board proceedings, Uniform Code of Military Justice, and pro bono Disabled Veteran compensation.

U.S. Army Colonel (Retired); Special Forces, Airborne, Ranger, and Jumpmaster qualified; Defense Superior Service, Legion of Merit, and Bronze Star medals.

Publications in Small Wars Journal, Baltic Security Defence Review, Military Review, Army Reserve Magazine, and Army War College War Room

Master of Strategic Studies (Distinguished Graduate), U.S. Army War College, 2019 Master of Military Studies (Distinguished Graduate), U.S. Marine Corps University, 2009 Juris Doctor, Western Michigan University Cooley Law School, 1999 Bachelor of Arts, Geography, California State University, Northridge, 1994

June 2014 – July 2016

June 2009 – June 2010

June 2021 – March 2024

July 2019 – June 2021

Established April 2024

@leskys.us

Vylius Leskys Wausau, WI 54403

(715)

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Two Tri-Axle Dump Trucks.

Committee Action:	Approved 5-0		
Fiscal Impact:	\$797,008		
File Number:	23-1109AB	Date Introduced:	November 12, 2024

		FISCAL	L IMPACT SUMMARY
	Budget Neutral	Yes⊠No□	
COSTS	Included in Budget:	Yes□No⊠	Budget Source: ARPA funding – Revenue Replacement
Õ	One-time Costs:	Yes⊠No□	Amount: 797,008
\cup	Recurring Costs:	Yes No	Amount:
	Fee Financed:	Yes No 🛛	Amount:
CE	Grant Financed:	Yes⊠No	Amount: \$797,008
SOURCE	Debt Financed:	Yes No 🛛	Amount Annual Retirement
Ю	TID Financed:	Yes□No⊠	Amount:
S	TID Source: Increment	Revenue 🗌 Debt	t 🗌 Funds on Hand 🗌 Interfund Loan 🗌

RESOLUTION

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

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

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

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

WHEREAS, on October 22, 2024, your Finance Committee recommended the obligation of \$787,008 of ARPA funds to the purchase of two tri-axle trucks and equipment due for replacement in 2024; and

WHEREAS, the purchase of the trucks would fall under the revenue replacement category; and

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

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

Period	*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Debit Amount	Credit Amount
FY2024 Year (City FY24 Amended Budget Detail)	40200 Federal Grants	215 ARPA Fund	56754 ARPA Grants	43250 Federal Grants - Human Services			\$0.00	\$797,008.00
FY2024 Year (City FY24 Amended Budget Detail)	60000:Capital Outlay	215 ARPA Fund	56754 ARPA Grants		58194 Motor Vehicles- Streets and Highway	WARPA, 42 Tri-Axle Trucks	\$797,008.00	\$0.00

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

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

Approved:

Doug Diny, Mayor

Agenda Item No.

STAFF REPORT TO FINANCE COMMITTEE - OCTOBER 22, 2024

AGENDA ITEM

Discussion and possible action on reallocation of unspent ARPA funds and related budget modification for the purchase of two tri-axle trucks.

BACKGROUND

Two tri-axle trucks and equipment are due for replacement this year. RFPs went out on 9/13/24 and closed on 9/27/24. Requests were opened at the BOPW on 10/1/24. After reviewing the proposals, recommendations were made at BOPW on 10/8/24. The total of this purchase is \$797,008. This purchase is ready to go so a PO can be executed quickly, to get funds obligated before year end. For various reasons rental rates have not kept up with costs to maintain the fleet. Using ARPA will help with the shortfall.

FISCAL IMPACT

Using ARPA funds will reduce the fiscal impact of this purchase on the city. New equipment reduces operating cost burden for repairs.

STAFF RECOMMENDATION

Use ARPA funds for this purchase helping us to defer less equipment replacements. Deferring equipment replacements increases the number of breakdowns because the equipment is worn out. This will increase equipment downtime impeding service delivery. It also increases operating costs because of the additional repairs.

Staff contact: Dustin Kraege

REQUEST FOR PROPOSALS (RFP)

RFP NUMBER	TITLE	STARTING	CLOSING	STATUS
	Single Family Infill Housing NEW!	10/04/2024 3:26 PM	11/05/2024 4:00 PM	Open
	2024 Water Meter Bids	10/02/2024 2:39 PM	10/22/2024 4:00 PM	Open
Wausau09272024	<u>Council Chambers audio video</u> <u>upgrade</u>	09/27/2024 3:25 PM		Open
	<u>2024 LED Lighting Control</u> <u>Materials</u>	09/23/2024 1:42 PM	10/14/2024 4:00 PM	Closed
	66,000 GVWR Tandem Truck Chassis with steerable pusher axle	09/13/2024 12:56 PM	<mark>09/27/2024 3:00</mark> PM	Closed
	<u>Dump Body, V Box, Wing and</u> <u>Hydraulic System</u>	09/13/2024	<mark>09/27/2024 3:00</mark> PM	Closed
	Hydraulic Hooklift Mechanism	09/13/2024	09/27/2024 3:00 PM	Closed
	<u>Single Family Infill Housing</u>	08/07/2024 5:18 PM	09/30/2024 4:00 PM	Closed

BOARD OF PUBLIC WORKS

Date of Meeting:	October 1, 2024, at 10:30 a.m. in the Council Chambers
Members Present:	Eric Lindman, Maryanne Groat, Tegan Troutner
Also Present:	Allen Wesolowski, Dustin Kraege, Solomon King, 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.

Approve minutes of the September 17, 2024 meeting

Troutner moved to approve the minutes of the September 17th meeting. Groat seconded and the motion passed.

Open bids for single-family infill housing at 1019 West Bridge Street and 100 block of East Thomas Street

There were no bids received.

Open Request for Proposals for 66,000 GVWR Tandem Truck Chassis with Steerable Pusher Axle

The following proposals were received and opened:

Ascendance Truck	\$151,250.00
JX Truck Center	\$147,811.00
Wisconsin Kenworth	\$161,149.71
Truck Country	\$152,462.00 (Western Star)
Truck Country	\$137,025.00 (Freightliner)

The proposals will be reviewed and brought back with a recommendation.

Open Request for Proposals for Dump Body, V Box, Wing and Hydraulic System

The following proposals were received and opened:

Monroe	\$218,005.00
Truck Equipment	\$271,972.00

The proposals will be reviewed and brought back with a recommendation.

Open Request for Proposals for Hydraulic Hooklift Mechanism

The following proposal was received and opened:

Monroe

\$43,920.00

The proposal will be reviewed and brought back with a recommendation.

Make recommendation for 2024 Wausau Roofing Project (Bids were opened September 24, 2024)

Bids were received from A-Rite Construction & Roofing LLC and Hite House Builders LLC. A-Rite was the low bid with a base bid of \$201,475.04, with the alternates the total is \$211,000.22. Lindman moved to award the contract to A-Rite in the amount of \$211,000.22. Groat seconded and the motion passed.

BOARD OF PUBLIC WORKS

Date of Meeting: October 8, 2024, at 10:30 a.m. in the	Council Chambers
--	------------------

Members Present: Allen Wesolowski, Anne Jacobson

Also Present: TJ Niksich, Dustin Kraege, Solomon King, Leo Gau, 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.

Approve minutes of the September 24 and October 1, 2024 meetings

Jacobson moved to approve both sets of meeting minutes. Wesolowski seconded and the motion passed.

Make recommendation for 66,000 GVWR Tandem Truck Chassis with Steerable Pusher Axle (Proposals were opened October 1, 2024.)

King explained that after reviewing the specs and deviations, staff recommends Truck Country with the Freightliners in the amount not to exceed \$279,050. After trade in it would drop down to \$197,000. Trade ins cannot be turned in until after the chassis have been received fully upfit. They are doing a buyback program on those.

Wesolowski asked if the \$279,050 is for 2 units and King confirmed. Jacobson asked if they were the lowest overall for 2 units or if they were the lowest after taking all the factors into consideration. Per King it is both.

Jacobson moved to accept the Truck Country Freightliner option for 2 units for a total of \$279,050. Wesolowski seconded and the motion passed.

Make recommendation for Dump Body, V Box, Wing and Hydraulic System (Proposals were opened October 1, 2024.)

And

Make recommendation for Hydraulic Hooklift Mechanism (Proposals were opened October 1, 2024.)

King stated there were 2 upfitters that submitted bids. One of the upfitters put their hooklift system in with their upfit. These two agenda items have to be taken together to understand why the selection was made. In the sense of just the upfit, staff recommends Monroe Truck. For the hooklift staff also recommends Monroe Truck. Truck Equipment bid both items together. When King had to separate them, he is not absolutely clear on the total price for just the hooklift. Truck Equipment did not turn in a bid for the hooklift because it was part of the upfit. Going through everything together, Monroe Truck is the recommendation and is the low for the total upfit.

Wesolowski moved to accept the proposal from Monroe Truck for the upfitting and hooklift for a total of \$523,850. Jacobson seconded and the motion passed.

Drinking Water Treatment Facility PFAS Treatment: Ellis Stone Construction, Pay Estimate #13

This pay estimate was reviewed and approved by the consultant, Donohue. Wesolowski moved to approve Pay Estimate #13 in the amount of \$2,189,843.37. Jacobson seconded and the motion passed.

2023 Sewer Rehabilitation Project: Visu-Sewer, Inc., Final Payment

This project has been completed and restoration items have been accepted. Staff recommends paying the final retainage. Wesolowski moved to approve the final payment in the amount of \$5,000. Jacobson seconded.

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting a 2024 Budget Modification for the Airport Roof Replacement Project.

Committee Action:	Approved 5-0		
Fiscal Impact:	\$21,000		
File Number:	23-1109AC	Date Introduced:	November 12, 2024

	FISCAL IMPACT SUMMARY					
	Budget Neutral	Yes⊠No□				
IS	Included in Budget:	Yes No 🛛	Budget Source: Debt Proceeds and related investment			
COSTS			income			
CC	One-time Costs:	Yes⊠No□	Amount: \$21,000			
	Recurring Costs:	Yes No X	Amount:			
	Fee Financed:	Yes No 🛛	Amount:			
CE	Grant Financed:	Yes□No⊠	Amount:			
SOURCE	Debt Financed:	Yes No X	Amount \$21,000 Annual Retirement			
OL	TID Financed:	Yes No 🛛	Amount:			
S	TID Source: Increment K	Revenue 🗌 Debt	Funds on Hand Interfund Loan			

RESOLUTION

WHEREAS, the City of Wausau accepted bids and awarded the contract for the replacement of three facilities roofs: Fire Station Three, DPW facility and an Airport Hangar; and

WHEREAS, the demolition of the airport hangar revealed three layers of roofing and roof decking that does not meet code need to be removed and replaced; and

WHEREAS, based upon the funds budgeted the project is \$21,000 short; and financing will be provided from interest on investments from debt proceeds; and

WHEREAS, your Finance Committee recommends the following budget modification to finance the budget shortfall;

*Ledger Account/Summary	*Fund	*Cost Center	Ri Ci	Spend Category	Pi	Debit Amount
60000:Capital Outlay	400 Capital Projects Fund	53512 Airport Capital Projects		58227 Airport Facilities		\$21,000.00

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

Approved:

Doug Diny, Mayor



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

TO:	Finance Committee
FROM:	Eric Lindman, P.E. Director of Public Works & Utilities
DATE:	October 22, 2024
SUBJECT:	Airport Hangar 2 Roof Replacement – Budget Modification Request \$21,000.00

The City Council approved the replacement of 3-roofs for 2024; Fire Station 3, Airport and DPW roofs. Bids were received and the total contract amount

A-Rite Construction & Roofing LLC Base Bid total \$201,475.04 Alternate total \$9,525.18 **Total = \$211,000.22**

Dept. of Public Works & Utilities

The current total budget for the project is \$230,000, leaving about \$19,000remaining.

During the construction of the hangar roof it found to have 3-layers of roofing on the building and not just one layer. The roof decking was made of "1 by boards" with spacing more than ¹/₄" apart which does not meet code. The proposed change order is for removing and disposing of the additional roof layers as well as redecking the entire roof to meet code and properly support the new roof covering. See attached.

Based on the current budget an additional \$21,000 would be required to complete this roof project. Another option would be to postpone one of the other roofs for another year.

A RITE CONSTRUCTION AND ROOFING LLC

4202 County Road WW Wausau, WI 54401 Cell(715) 551-2239 E-mail: ariteroof@a-rite.com www.a-rite.com

Contract Change Order No. 24-8453

Buyer: City of Wausau Hanger 2

801 Woods Place, Wausau, WI 54403

Change Order Date:	
--------------------	--

Original Estimate Date:_____

A Rite Construction and Roofing LLC ("A Rite") and Buyer hereby agree to change the Estimate dated as follows:

Description of Changes

Date of Change order 10/21/24 as tear off is occurring actual sq - no waste factors 77sq Removal of Rolled roofing layer - \$115/sq discounted to \$100/sq = \$8,855 discounted to \$7,700 Removal of 3 tab shingle layer - \$115/sq discounted to \$100/sq = \$8,855 discounted to \$7,700 7/16 OSB re-sheet over existing over 1/4" gap 2"x5" planking boards (per code) - \$100/sheet discounted to \$90/sheet - 239 sheets \$23,900 discounted to \$21,510.

Fascia soffit will change from white to brown - NC There is rotted sections of the roof we are currently getting some materials for and will be time and materials. Right now should not exceed \$2800. Will send additional change order if needed.

Original Estimate Amount: <u>\$66,293.36</u>

Decrease	0

Increase \$39,710

The terms and conditions set forth in the original Estimate signed by A Rite and Buyer are incorporated herein by reference. Upon execution by A Rite and at least one Buyer, this Change Order becomes a part of the original Estimate, including all terms and conditions contained therein.

A RITE CONSTRUCTION AND ROOFING LLC

BUYERS

Ву:_____

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

RESOLUTION OF THE FINANCE COMMITTEE						
Adopting the 2025 City of Wausau Budget and General Property Tax to Support Same.						
Committee Action:	Approved 4-0					
Fiscal Impact: Levy of \$37,413,040.44 including city share of tax increment (subject to state report rounding)						
File Number:	24-1109	Date Introduced:	November 12, 2024			

WHEREAS, the City of Wausau's Finance Committee conducted multiple budget meetings to review the budget for the City of Wausau and evaluate project and services additions and deletions, and

WHEREAS, a summary of the proposed budget for the year 2025 has been posted on the City's web site, is available for review in the City Clerk's office and was published in the official newspaper on October 27, 2024 together with the notice of public hearing; and

WHEREAS, a public hearing was conducted at the November 12, 2024 Common Council meeting to obtain public input, and

WHEREAS, the operating levy of \$32,277,020 is the basis for the tax increment calculation established by law resulting in an increment of \$5,136,020.44 for a total tax of \$37,413,040.44; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, the 2025 budget, a summary of which is attached, is hereby adopted, and

BE IT FURTHER RESOLVED, that this summary is supported by a line item detail budget which by this reference is made part of this resolution and represents the official city budget, and

BE IT FURTHER RESOLVED, that budget control is maintained pursuant to the City's budget policy for fund, program department and projects; and

BE IT FURTHER RESOLVED, there is hereby levied a tax of \$37,413,040.44 including Tax Increment upon all taxable property within the City of Wausau, as returned by the Assessor in the year 2024, for the uses and purposes as set forth in said budget; and the City Treasurer be and is hereby authorized and directed to spread the tax levy upon the current tax roll of the City of Wausau, and

BE IT FURTHER RESOLVED, the City Treasurer be and is hereby authorized and directed to spread the additionally certified State, County, and Schools tax levies upon the current tax roll of the City of Wausau as indicated in the tax levy certifications.

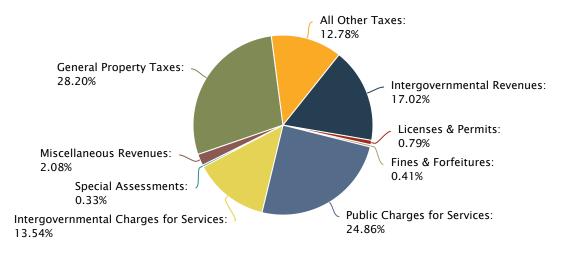
Approved:

Doug Diny, Mayor

CITY OF WAUSAU BUDGET FORECAST- LEVY DEPENDENT FUNDS

	2025 PROPOSED BUDGET	HEALTH INSURANCE CHANGES	FINANCE COMMITTEE CHANGES	2025 FORECAST BUDGET	2024 ADOPTED BUDGET	CHANGE INCREASE (DECREASE)	PERCENT CHANGE
GENERAL FUND		Childes	en n (olis			(,	
Personnel	\$33,323,382	(\$411,730)	(\$141,762)	\$32,769,890	\$29,401,239	\$3,368,651	11.458
Operating Costs Total Expenses	\$13,578,666 \$46,902,048	(\$411,730)	(\$18,015) (\$159,777)	\$13,560,651 \$46,330,541	\$13,096,568 \$44,338,721	\$464,083 \$1,991,820	3.544 4.492
Revenues	22,558,534	(\$411,750)	(\$139,777) 57,290	22,615,824	21,394,720	1,221,104	5.708
Employee Vacancy Savings	300,000		51,290	300,000	300,000	1,221,104	0.000
Fund's Net Levy Requirement	24,043,514	(\$411,730)	(\$217,067)	23,414,717	22,644,001	770,716	3.4049
ECYCLING FUND							
Expenditures	928,915			928,915	852,291	76,624	8.990
Revenues	148,100			148,100	147,850	250	0.1699
Fund's Net Levy Requirement	780,815		-	780,815	704,441	76,374	10.8429
OMMUNITY DEVELOPMENT/ECONOMIC DEVELOPME	NT FUND						
Expenditures	1,645,096			1,645,096	822,170	822,926	100.092
Revenues	1,172,541			1,172,541	258,751	913,790	353.154
Fund Balance Application	19,667			19,667	138,419	(118,752)	-85.792
Fund's Net Levy Requirement	452,888	-	-	452,888	441,673	11,215	2.539
EBT SERVICE FUND	11 (07 000			11 (07 000	10,470,770	(702 547)	()711
Expenditures Revenues	11,697,223 6,817,355			11,697,223 6,817,355	12,479,770 8,055,455	(782,547) (1,238,100)	-6.2719 -15.3709
Revenues Fund Balance Application	6,817,355 252,531			6,817,355 252,531	8,055,455 26,315	(1,238,100) 226,216	-15.3/0
Fund's Net Levy Requirement	4,627,337			4,627,337	4,398,000	220,210	5.215
APITAL PROJECT FUND							
Expenditures	5,497,107		187,575	5,684,682	6,629,092	(944,410)	-14.246%
Revenues	379,680			379,680	1,259,433	(879,753)	-69.853
Debt Proceeds	4,600,000			4,600,000	4,863,950		
Fund Balance Application	515.405		187,575	187,575	-	187,575	0.0009
Fund's Net Levy Requirement	517,427	-	-	517,427	505,709	11,718	2.3179
ENTRAL EQUIPMENT AND FACILITY CAPITAL FUND Expenditures	806,636			806,636	748,514	58,122	7.7659
Revenues					/40,014	56,122	0.0009
Fund Balance Application	-			-	33,960	(33,960)	0.000
Fund's Net Levy Requirement	806,636	-		806,636	714,554	92,082	12.887%
ETRO RIDE FUND							
Expenditures	4,570,050	(64,411)		4,505,639	4,417,927	87,712	1.985
Revenues	3,094,503			3,094,503	3,268,576	(174,073)	-5.3269
Fund Balance Application	300,547			300,546	172,762	127,784	
Fund's Net Levy Requirement	1,175,000	(64,411)	-	1,110,590	976,589	134,001	13.7219
ARKING FUND							
Expenditures	751,585	(13)		751,572	795,000	(43,428)	-5.463
Revenues	519,000	4.015	44,000	563,000	498,000	65,000	13.0529
Fund Balance Fund's Net Levy Requirement	(4,215) 236,800	4,215 (4,228)	(44,000)	188,572	297,000	(108,428)	0.000
AUSAU DOWNTOWN AIRPORT FUND							
Expenditures	479,754	(64)		479,690	417,939	61,751	14.775
Revenues	147,000	(01)		147,000	157,500	(10,500)	-6.6679
Fund's Net Levy Requirement	332,754	(64)	-	332,690	260,439	72,251	27.7429
NIMAL CONTROL							
Expenditures	142,148			142,148	248,713	(106,565)	-42.847
Revenues	96,800			96,800	173,210	(76,410)	-44.114
Fund Balance Application Fund's Net Levy Requirement	45,348		-	0 45,348	15,810 59,693	(15,810) (14,345)	-24.0319
OTAL LEVY BEFORE INCREMENT		(400 422)			31,002,099		
VIAL LEVI DEFORE INCREMENT	33,018,519	(480,433)	(261,067)	32,277,020		1,274,921	4.1129
	5,254,010	(76,449)	(41,541)	5,136,020	5,507,367	(371,347)	-6.7439
ity's Share of TIF Increment	•,=• .,•••						
	\$38,272,529	(556,882)	(302,608)	\$37,413,040	\$36,509,466	\$903,574	2.475%
TOTAL LEVY		(556,882) \$4,295,009,000	(302,608) \$4,295,009,000	\$37,413,040 \$4,295,009,000	\$36,509,466 \$3,361,549,800	\$903,574 \$933,459,200	
TOTAL LEVY	\$38,272,529	• • •	• • •				2.475% 27.769% -19.797%
City's Share of TIF Increment	\$38,272,529 \$4,295,009,000	\$4,295,009,000	\$4,295,009,000	\$4,295,009,000	\$3,361,549,800	\$933,459,200	27.769%

2025 REVENUES BY CATEGORY ALL FUNDS



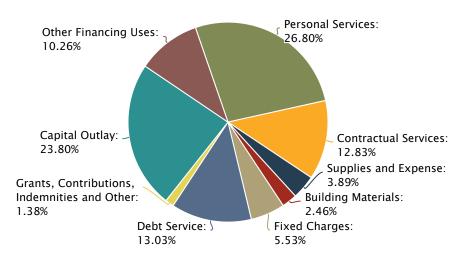
	2	025 Budget	2024 Budget
General Property Taxes	\$	32,277,020	\$ 31,002,099
All Other Taxes		14,623,655	15,089,334
Intergovernmental Revenues		19,484,967	16,835,529
Licenses & Permits		900,255	919,650
Fines & Forfeitures		466,200	528,200
Public Charges for Services		28,455,958	33,252,173
Intergovernmental Charges for Services		15,496,066	6,326,264
Special Assessments		372,680	-
Miscellaneous Revenues		2,375,882	2,371,639
Other Financing Sources		41,240,186	27,100,015
Total Revenues	\$	155,692,869	\$ 133,424,903

COMBINED STATEMENT OF EXPENSES - BY ACTIVITY (ALL FUNDS)

			2024		202	5	Budget	Budget Percent Inc / (Decrease)
	2023 Actual	Adopted Budget	Modified Budget	Estimated Actual	Budget Request	Proposed Budget	Increase (Decrease)	
General Government								
City Council	82,003	89,937	89,937	84,314	84,938	84,938	(4,999)	(5.56%)
Mayor	188,649	199,923	199,923	218,909	241,715	233,775	33,852	16.93%
Customer Service	1,211,545	1,364,056	1,364,056	1,337,422	1,316,642	1,288,650	(75,406)	(5.53%)
City County Information Technology	1,395,006	1,384,851	1,384,851	1,395,394	1,477,903	1,376,073	(8,778)	(0.63%)
Property Assessment	564,391	685,109	685,109	712,349	772,562	756,088	70,979	10.36%
Legal Affairs	622,228	776.497	776,497	744,390	777.638	746,339	(30,158)	(3.88%)
Human Resources	507,206	484,380	484,380	484,099	501,366	495,625	11,245	2.32%
Municipal Court	125,380	161,289	161,289	163,167	138,131	136,610	(24,679)	(15.30%)
Public Access Fund	47,574	68,935	68,935	35,273	62,524	62,524	(6,411)	(9.30%)
Liability Insurance Fund	910,003	996,300	996,300	984,625	1,017,000	1,017,000	20,700	2.08%
Employee Benefits Fund	6,389,588	6,771,000	6,771,000	6,558,631	7,802,285	6,802,323	31,323	0.46%
Other General Government	193,016	198,400	198,400	208,479	201,650	197,812	(588)	-0.30%
Total General Government	12,236,589	13,180,677	13,180,677	12,927,052	14,394,354	13,197,757	17,080	0.13%
		,,	,,		,,		,	
Public Safety	44 500 000	10.050.000	40.050.000	10 001 707		10,000,010	700 740	0.070/
Police Department	11,568,960	12,852,069	12,852,069	13,021,767	14,515,601	13,632,812	780,743	6.07%
Fire Department	9,084,317	10,364,988	10,364,988	10,251,742	11,121,505	11,468,666	1,103,678	10.65%
Hazardous Materials Contract Fund	62,611	80,787	80,787	52,743	86,011	86,011	5,224	6.47%
Animal Control Fund	175,969	248,713	248,713	182,502	142,148	142,148	(106,565)	-42.85%
Total Public Safety	20,891,857	23,546,557	23,546,557	23,508,754	25,865,265	25,329,637	1,783,080	7.57%
Transportation								
Airport Fund	433,115	417,940	417,940	410,200	459,767	479,690	61,750	14.77%
Public Works	11,306,707	11,222,888	11,222,888	11,426,835	11,855,210	11,300,633	77,745	0.69%
Metro Ride	3,794,579	4,417,928	4,417,928	4,417,489	4,615,623	4,505,639	87,711	1.99%
Motor Pool Fund	4,830,625	6,763,547	6,763,547	6,925,313	9,168,126	9,143,077	2,379,530	35.18%
Parking Fund	1,277,399	794,999	794,999	765,351	864,788	751,572	(43,427)	-5.46%
Total Transportation	21,642,425	23,617,302	23,617,302	23,945,188	26,963,514	26,180,611	2,563,309	10.85%
Sanitation, Health & Welfare								
Refuse Collection	1,004,555	1,026,800	1,026,800	1,024,682	1,062,000	1,062,000	35,200	3.43%
Recycling Program	892,490	852,291	852,291	523,902	928,915	928,915	76,624	8.99%
Water Utility	17,679,633	12.779.360	12,779,360	45,413,974	17,482,173	17.435.622	4.656.262	36.44%
Waste Water Utility	12,801,054	9,631,688	9,631,688	11,829,777	21,069,127	21,229,133	11,597,445	120.41%
Enviornmental Clean Up Fund	444,029	195,670	221,220	258,085	191,573	191,174	(4,496)	-2.30%
Total Sanitation, Health & Welfare	32,821,761	24,485,809	24,511,359	59,050,420	40,733,788	40,846,844	16,361,035	66.82%
Economic/Community								
Development								
TID Number Three Fund	3,323,040	5,948,093	6,490,289	4,146,203	10,972,998	11,822,998	5,874,905	98.77%
TID Number Six Fund	2,810,596	2,607,350	2,607,350	4,208,350	5,943,276	5,943,276	3,335,926	127.94%
TID Number Seven Fund	1,754,207	2,088,960	2,088,960	2,162,983	2,127,829	2,127,829	38,869	1.86%
TID Number Eight Fund	3,151,576	1,913,330	1,913,330	1,916,968	4,692,277	5,578,777	3,665,447	191.57%
TID Number Nine Fund	69,702	7,150	7,150	5,150	3,150	3,150	(4,000)	-55.94%
TID Number Ten Fund	1,385,007	4,143,360	4,143,360	3,538,361	507,840	557,840	(3,585,520)	-86.54%
TID Number Eleven Fund	3,778,573	2,108,478	2,108,478	2,097,762	2,437,810	2,487,810	379,332	17.99%
TID Number Twelve Fund	5,637,700	2,475,230	2,475,230	1,781,236	965,755	965,755	(1,509,475)	-60.98%
Community Development Funds	2,813,288	844,411	1,084,411	1,849,332	1,613,948	1,646,024	801,613	94.93%
Economic Development Fund	29,110	20,000	20,000	386	31,350	31,350	11,350	56.75%
400 Block/Riverlife Fund	86,285	211,540	211,540	136,554	140,897	140,897	(70,643)	-33.39%
Room Tax Fund	974,197	812,086	1,384,211	1,035,128	1,250,133	1,250,133	438,047	53.94%
Total Economic/Community Development	25,813,281	23,179,988	24,534,309	22,878,413	30,687,263	32,555,839	9,375,851	40.45%

				2024						2025				Budget		
			Adopted Modified Budget Budget		Estimated Actual			Budget Request		Adopted Budget		Increase (Decrease)	Budget Percent Inc / (Decrease)			
Parks and Recreation		3,219,009		3,527,541		3,527,541		3,279,327		3,550,520		3,550,520		22,979	0.65%	
Debt Service Fund		11,689,462		12,479,772		12,479,772		14,012,270		11,697,223		11,697,223		(782,549)	-6.27%	
Capital Projects Funds																
Capital Projects Fund		4,964,253		6,619,092		6,619,092		7,717,748		5,497,107		5,684,682		(934,410)	-14.12%	
Central Capital Purchasing Fund		791,548		748,514		748,514		1,060,847		806,636		806,636		58,122	7.76%	
Capital Projects Funds		5,755,801		7,367,606		7,367,606		8,778,595		6,303,743		6,491,318		(876,288)	-11.89%	
Total Expenditures	\$	134,070,185	\$	131,385,252	\$	132,765,123	\$	168,380,019	\$	160,195,670	\$	159,849,749	\$	28,464,497	21.66%	

2025 BUDGET BY EXPENDITURE CATEGORY - ALL FUNDS



Budget By Expenditure Category (All Funds)	2	025 Budget	2	024 Budget
Personal Services	\$	42,847,333	\$	40,437,265
Contractual Services		20,512,284		17,454,082
Supplies and Expense		6,217,599		6,261,271
Building Materials		3,937,250		2,673,255
Fixed Charges		8,835,707		7,905,014
Debt Service		20,834,639		21,002,737
Grants, Contributions, Indemnities and Other		2,211,476		2,687,513
Capital Outlay		38,046,719		21,063,241
Other Financing Uses		16,406,742		11,924,874
Total	\$	159,849,749	\$	131,409,252

			WAUSAU Z				TOTAL			
DEPARTMEN	T DESCRIPTION	PERSONNEL	SERVICES		BUILDING	FIXED		REVENUES	FUND	NET BUDGET IMPACT
		PERSONNEL	JERVICES	EAPEINSE	WATERIALS	CHARGES	EAPEINSES	REVENUES	FOND	INIPACI
2025 Changes Included in the Proposed Budget										
Mayor	Cancel Membership US Mayors			3,838			3,838		General Fund	3,838
	Loan software currently funded by general									
Finance	fund move to Tid districts and other		4,775				4,775	-	General Fund	4,775
Legal	Postpone hiring vacant Asst City Attorney	18,769		505		140	19,414		General Fund	19,414
Fire	Modify reinspection charges						-	,	General Fund	21,750
Fire	Lock out Assistance Using Knox box Keets.						-	,	General Fund	5,400
Fire	Modity Township rates						-	29,140	General Fund	29,140
Police	Eliminate Dragon Natural Speaking		6,750				6,750		General Fund	6,750
Police	Decrease overtime budget	20,000					20,000		General Fund	20,000
	Modify the false alarm fee schedule.									
Police	Eliminate 2nd annual free alarm response						-	11,000	General Fund	11,000
	Eliminate warning for first annual parking									
	offense downtown for Time Expired,									
Police	Overtime and No Permit violations						-	44,000	Parking Fund	44,000
Police	Initiate vehicle lockout service fee of \$40						-	25,000	General Fund	25,000
	Special Event public safety charge for								Fees for ticketed	
Police	ticketed events.							70.000	community events	70,000
Police	Reclassify Police officer to Grant Fund	105,000					105,000	(105.000)	General Fund	-
Total Adjust	ments Included in Proposed Budget	143,769	11,525	4,343	-	140	159,777	101,290		261,067
Other Propo	sals									
Police	Eliminate the animal control program	74,941		613			75,554			75,554
Police	Eliminate recruiting expenses	,		4,000			4,000			4,000
Police	Reduce CSO hours	26,764		3,000			29,764			29,764
		,		,					Public safety fee for	
	Implement a public safety fee to cover 400								, 400 Block special	
Police	Block Concerts via permit fee adjustment							12,000		12,000
Engineering	Create \$25 wheel tax							600,000		600,000
Fire	Bill for Fire Services							,	Public Charges	93,000
Fire	Remove Airboat from service and sell						-		Motor Pool Fund	75,000
Park	Eliminate Slyvan Hill Operations	89,385	25,201	30,190	307		145,083	,	Admission Fees	102,546
Park	Eliminate Flower Baskets downtown	4,990	23,201	9,650	307	650	15,290	(42,337)		15,290
Public Works		т,550	135,378	19,500		49,500	204,378	1		204,378
	Stop funding state mandated assessor		133,370	13,300		-3,300	204,570			204,370
Assessment	training. Employees would fund training			8,100			8,100			8,100
7.55C55mem	Eliminate window cleaning city hall police			0,100			0,100			3,100
Facilities	and fire		10,595				10,595			10,595
Total Other I		196,080	171,174	75,053	307	50,150	492,764	737,463		1,230,227
TOTAL		339,849	182,699	79,396	307	50,290	652,541	838,753		1,491,294
IUTAL		339,849	182,699	79,396	307	50,290	652,541	838,753		1,491,294

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

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) (2025 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:	24-1109	Date Introduced:	November 12, 2024
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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 2025 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:

Doug Diny, Mayor

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
DEPARTMENT: AIRPORT	STATUTE/ORDINANCE		2024 Nate
		¢00.07	¢00.07
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
DEPARTMENT: ASSESSMENT			
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
DEPARTMENT: COMMUNITY DEVELOPMENT			
TID Application		\$1,000.00	\$1,000.00
Development Agreement Amendment		\$500.00	\$500.00
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS			
SPECIAL ASSESSMENTS			
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
PERMIT			
Drive Approach		\$30.00	\$30.00
Street Privilege Permits		\$77.50	\$77.50
Excavation Permits		\$67.00	\$67.00
STORMWATER PERMITS			
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)		\$150 per site + \$25 per acre > 1 acre	\$150 per site + \$25 per acre > 1 acre
Note: No fees shall exceed \$500			
GIS MAP FEES			
Color Official City Map (36"x56")		\$11.40	\$11.40
Color Annexation Map (36"x56")		\$11.40	
Color Zoning Map (36"x56")		\$11.40	

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
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
		Actual Contracted Services Costs plus \$40	Actual Contracted Services Costs plus \$40
Weed Trimming (Private Residence) Minimum Charge		Administrative Fee	Administrative Fee
		Actual Contracted Services Costs plus \$40	Actual Contracted Services Costs plus \$40
Snow Removal (Private Residence) Minimum Charge		Administrative Fee	Administrative Fee
Snow Removal (Downtown) per foot		Actual Costs	Actual Costs
Yard Waste Permit for Contractors		\$250.00	\$250.00
PARKING			
McClellan Ramp 1 - 530 N 2nd 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			
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 0-2 Hours = No charge with Plate Registration	Permit Level 6: Monthly = \$5 Annual \$55 0-2 Hours = No charge with Plate Registration
		Additional hours = \$1.00	Additional hours = \$1.00
		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

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
4th & Washington/3rd & McClellan Street - Lot 6			
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
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			
Parking 7 days per week; 24 hours per day		Permit : Monthly = \$15 Annual \$165 Passenger cars	Permit : Monthly = \$15 Annual \$165 Passenger
		and pickup trucks	cars and pickup trucks
Hours of Operation 8AM-6PM Monday - Friday		Permit : Monthly = \$40 Annual \$440 Campers,	Permit : Monthly = \$40 Annual \$440 Campers,
		trailers and Recreational Vehicles	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			
renneys rolest street Lot 10			

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
		2025 Rate	2024 Rate
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE		
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 Ra	mps and Lots 5 7 9 20	\$35.00	\$35.00
An Day value 1 ass - 15 oses good for parking in Sears, Fenneys and senerson ha		\$33.00	\$55.00
Contractor Downtown Street Parking Permit	- 1	\$10.00 Daily Rate	\$10.00 Daily Rate
DEPARTMENT: FINANCE			
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
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	\$25.00	\$25.00
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES		ļ	

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHI			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
Class A Beer Retailer		\$350.00	\$350.00
Class A Liguor Retailer	125.51(2)(d)	\$500.00	\$500.00
Class A Beer & Liguor 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 Liguor 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	20.000(2)(0)	\$50.00	\$50.00
Bartender Fees			Ç00.00
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
TRANSIENT MERCHANT LICENSES			
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
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SECOND HAND DEALERS			
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

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
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
PUBLIC TRANSPORTATION			
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
ESCORT AND ESCORT SERVICES	5.19		
Escort License Application Fee		\$500.00	\$500.00
Escort License Late Fee		\$1,000.00	\$1,000.00
Escort License Registration Fee for Operators, Employees and Independent Contra	actors	\$500.00	\$500.00
STREET VENDING			
Annual License		\$100.00	\$100.00
Semi Annual License		\$75.00	\$75.00
Special Youth Vending License	5.62.045	\$15.00	\$15.00
MOBILE HOME LICENSE		¢10.00	¢10.00
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
PUBLIC AMUSEMENTS			
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
Teen dance hall		\$50.00	\$50.00
Private teen club		\$50.00	\$50.00
Theater		\$185.00	
Adult-Oriented Establishments		\$600.00	\$600.00

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
Amended Application		\$250.00	\$250.00
Late Fee		\$100.00	\$100.00
SIDEWALK CAFÉ			
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 alchohol expansion		\$20.00	\$20.00
Renewal per location with alchohol expansion		\$40.00	\$40.00
SPECIAL EVENTS			
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
MISCELLANEOUS LICENSES AND PERMITS			
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
DEPARTMENT: FIRE			
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
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Fireworks/Pyrotechnics Permits		\$100.00	\$100.00
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

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
Recreational Burning Permit (5 years)		\$30.00	\$30.00
False Alarms: First False Alarm Calls		No Fee	No Fee
False Alarms: SecondFalse Alarm Calls		\$30.00	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		\$500.00	\$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 st Re-inspection		\$50.00	\$0.00
2 nd Re-inspection		\$75.00	\$30.00
3 rd Re-inspection		\$100.00	\$60.00
4 th Re-inspection		\$125.00	\$90.00
5 th Re-inspection		\$150.00	\$120.00
6 th Re-inspection		\$175.00	
			\$150.00 \$150.00
Additional Re-inspections		\$200.00	\$150.00
EMS			

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
BLS Resident		\$1,400.00	\$1,400.00
BLS - Non Resident		\$1,400.00	\$1,400.00
ALS1 - Resident		\$1,550.00	\$1,550.00
ALS1 - Nonresident		\$1,550.00	\$1,550.00
ALS2 - Resident		\$1,900.00	\$1,900.00
ALS2 - Nonresident		\$1,900.00	\$1,900.00
SCT Resident		\$2,000.00	\$2,000.00
SCT Nonresident		\$2,000.00	\$2,000.00
Mileage - Resident		\$24.00	\$24.00
Mileage - Nonresident		\$24.00	\$24.00
BLS - On Scene Care -Resident		\$600.00	\$600.00
BLS - On Scene Care - Nonresident		\$600.00	\$600.00
ALS - On Scene Care		\$1,200.00	\$1,200.00
ALS On Scene Care - Nonresident		\$1,200.00	\$1,200.00
Lift Assist			
First two		\$0.00	\$0.00
Each additional assist over two		\$300.00	\$300.00
Paramedic Hourling Rate		\$80.00	\$80.00
Lock-Out Assistance Using Knox Box Keys	11		
First Assistance		No Charge	\$0.00
Second Assistance		\$75.00	\$0.00
Third and Subsequent Each Assistance		\$150.00	\$0.00
Emergency		No Charge	\$0.00
DEPARTMENT: PARKS/RECREATION/FORESTRY			
NSF FEE		\$30.00	\$30.00
Convenience Fee		2%	2%
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			
program. Youth programs are subsidized at a rate of 50%, while contracted recrea			
and special events are set up to recover 100% of their expense including a 15% ma			
associated with the program. Non-residents pay increased fees to participate in pr			
payers. Concessions are set up to recover costs with a markup of 200% to 600% de			
Private Rentals - \$450 minimum (\$750-2 tows) <u>or</u> \$8.50 per youth (min 42" tall to 1			
whichever is greater. Hours of operation for Private Rentals - Tues., 6pm-9pm, Wee	a. or inurs11:30am-2pm or 6-		
9pm, Fri11:30am-2pm, Sun6pm-9pm			

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
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
Swim Season Pass - Season passes will be discounted if purchased prior to April 1			
Swim - Season Pass - Resident - Youth		\$36.00	\$35.00
Swim - Season Pass - Resident - Adult		\$52.00	\$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		\$46.00	\$45.00
Swim - Season Pass - NonResident - Adult		\$67.00	\$65.00
		1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full Price,	1st Adult Full Price, 2nd Adult adult 30% off. 1st Youth Full
Swim - Season Pass - NonResident - Family		additional Youth 30% off	Price, additional Youth 30% off
Swim - Agency Pass		\$36.00	\$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	\$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 5pm)-Youth(1-17)Kaiser, Memorial, Schulenburg		\$2.00	\$2.00
Swim-Daily Admittance-(after 5pm)Adult(18-59) Kaiser, Memorial, Schulenburg		\$3.00	\$3.00
Swim-Daily Admittance-(after 5pm)Senior(60+) Kaiser, Memorial, Schulenburg		\$1.00	\$1.00
Swimming Pool Rental no Waterslides		\$386.00	\$375.00
Swimming Pool Rental with Waterslides		\$438.00	\$425.00
Parks - Non-Exclusive Use - NonCommrcl/day		\$171.00	\$166.00
Parks - Non-Exclusive Use - Commercial/day		\$350.00	\$340.00
Parks - Non-Exclusive Use - NonCommrcl 1/2 day		\$113.00	\$110.00
Parks - Non-Exclusive Use - Commercial 1/2 day		\$234.00	\$227.00
Parks - Oak Island Shelter - NonCommrcl/day		\$181.00	\$176.00
Parks - Oak Island Shelter - Commercial/day		\$378.00	\$367.00
Parks - PleasantView Shelter - NonComm/day		\$121.00	\$117.00
Parks - PleasantView Shelter-Commercial/day		\$245.00	\$238.00
Parks - Riverside Shelter-NonComm-1-200/day		\$270.00	\$262.00
Parks - Riverside Shelter - Comm - 1-200 /day		\$557.00	\$541.00
Parks - Riverside Shelter - NonComm - 201-300		\$448.00	\$435.00
Parks - Riverside Shelter - Comm - 201-300/day		\$929.00	\$902.00
Parks - Riverside Shelter - NonComm - 301-400		\$633.00	\$615.00
Parks - Riverside Shelter - Comm - 301-400/day		\$1,308.00	\$1,270.00
Parks - Riverside Shelter - Meeting		\$61.00	\$59.00
Parks - Sylvan Hill Chalet - Non-Commercl/day		\$270.00	\$262.00
Parks - Sylvan Hill Chalet - Commercial/day		\$557.00	\$541.00
Parks - Sylvan Hill Chalet - Meeting 1-50/hr		\$48.00	\$47.00

CITY OF WAUSAU			
2025			
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COMPREHENSIVE FEE SCHEDULE	5		
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
Parks - Sylvan Hill Chalet - Meeting 50+/hr		\$61.00	\$59.00
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour		\$61.00	\$59.00
Key Security Deposit		\$50.00	\$50.00
Facility Rental Deposit - Alcohol/Amplified Music		\$200.00	\$200.00
Tent, Temporary Stucture, Etc Deposit		\$200.00	\$200.00
Staff Time for Shelter Cleaning/repairs/etc.		\$50/hour	\$50/hour
Late payment fee		\$50/30days	\$50/30days
Key Replacement Fee		\$50.00	\$50.00
Misc		Negotiable	Negotiable
Athletic Park Baseball with and without admission/game - pretax		\$200.00	\$200.00
plus 10% of gross admission			
Athletic Park Field Lights / hour		\$28.00	\$28.00
Athletic Park - Non-Baseball Activities		Negotiable	Negotiable
Ball Diamonds - Organized Adult or Comm Use or High School		\$36.00	\$36.00
Ball Diamonds - Organized Youth Use		\$30.00	\$30.00
Sports Fields - Organized Adult or Comm Use		\$34.00	\$34.00
Sports Fields - Organized Youth or Comm Use		\$24.00	\$24.00
Sports Fields - Organized Youth Use Weekly Rate		\$130/field/week	\$130/field/week
Additional time		\$14/hour	\$14/hour
Pickleball/Tennis Courts - Public Use		Free	Free
Pickleball/Tennis Courts - Commercial or Private Use /court/hr		\$12.00	\$12.00
School Cross Country Running Races		\$430	\$430
Event/Races - under 100 participants		\$5.75/Participant	\$5.50/Participant
Event/Races - 100+ participants		Negotiable	Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties		\$15.00/roll	\$15.00/roll
Event Fees - Portable Electrical Panels (Spider Box)		\$170/panel/event	\$170/panel/event
Event Fees - Portable Stage		\$200.00/each	\$200.00/each
Event Fees - Portable Stage Canopy		\$100.00/each	\$100.00/each
Event Fees - Sound/Light System (400 Block)		\$165.00	\$165.00
Event Fees - Barricades		\$10.00/each	\$10.00/each
Event Fees - Picnic Tables		\$25.00/each	\$25.00/each
Event Fees - Manual Post Pounder		\$35.00	\$35.00
Event Fees - Water Stand Pipes		\$53.00/each	\$53.00/each
Event Fees - Backflow Preventers		\$15.00/each	\$15.00/each
Event Fees - Bleacher Planks		\$7.00/each	\$7.00/each
Event Fees - Staff - Week Day		\$50.00/hr/person	\$50.00/hr/person
Event Fees - Staff - Weekend and Evenings		\$75.00/hr/person	\$75.00/hr/person
Concession/Merchandise Sales		10% gross excluding taxes	10% gross excluding taxes
Vendor Permit Fee		\$50.00/each	\$50.00/each
Payment in Lieu of Tree Replacement		\$400.00	\$400.00
Memorial Tree		\$500.00	\$500.00
Memorial Bench		\$1,700.00	\$1,700.00

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDUL	E		
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
400 Block Rental Fees***			
Private Event Sponsored by a Private Group:			
Less than four hours per day		\$350.00	\$350.00
Greater than four hours per day		\$700.00	\$700.00
Admission Event:			
Less than four hours per day		\$400.00	\$400.00
Greater than four hours per day		\$800.00	\$800.00
Free Event Open to the Public			
Less than four hours per day		\$81.00	\$81.00
Greater than four hours per day		\$163.00	\$163.00
Sound and Lighting System (400 Block)		\$165.00	\$165.00
DEPARTMENT: POLICE			
Open Records			
Postage, use actual for large envelopes		Actual Cost	Actual Cost
CD/DVD copies		\$5.00	\$5.00
False Alarms			
first 1 in rolling year		No charge	No charge
2nd in rolling year		\$75.00	No charge
3-4 alarms in rolling year		\$100.00	\$60.00
5-8 alarms in rolling year		\$200.00	\$115.00
9 & subsequent in rolling year		\$300.00	\$225.00
Vehicle Lock Out Service		\$40.00	\$0.00
Ticketed Special Event Public Safety Fee (Per Ticket Sold)		\$1.00	\$0.00
Police Services per hour		\$88.00	\$80.00

Building, Housing, and Zoning^{**} Fee Schedule ^{2024 v Proposed 2025} City of Wausau City of Schofield^{*}

ONE- & TWO-FAMILY:	2024 Fees	Proposed 2025
PLAN REVIEW FEES	20271663	110p03cu 2023
New 1- and 2-family dwellings	\$0.03/sq ft ¹ or \$82.50 minimum	\$0.03/sq ft ¹ or <mark>\$85.50 minimum</mark>
 <u>Additions</u> and <u>Alterations</u> to 1- and 2-family dwellings (not including garages) 	\$0.03/sq ft ¹ or \$70.00 minimum	\$0.03/sq ft ¹ or <mark>\$72.00 minimum</mark>
• <u>New Accessory Buildings</u> or <u>Additions</u> thereto over 160 sq ft	\$0.03/sq ft ¹ <i>\$35.00 minimum</i>	\$0.03/sq ft ¹ or <mark>\$36.00 minimum</mark>
INSPECTION FEES		
New 1- and 2-family dwellings	\$0.11/sq ft ¹ or \$236.00 minimum	\$0.11/sq ft ¹ or <mark>\$243.00 minimum</mark>
 <u>New Accessory Buildings</u> for 1- and 2-family dwellings 160 sq ft or less (flat fee) Over 160 sq ft (per square footage) 	\$50.00 \$0.11/sq ft ¹ or \$100.00 minimum	<mark>\$70.00</mark> \$0.11/sq ft ¹ or <mark>\$103.00 minimum</mark>
<u>Additions</u> to 1- and 2-family dwellings	\$0.11/sq ft ¹ or \$100.00 minimum	\$0.11/sq ft ¹ or <mark>\$103.00 minimum</mark>
• <u>Alterations</u> to 1- and 2-family dwellings	\$0.11/sq ft ¹ or \$75.00 minimum	\$0.11/sq ft ¹ or <mark>\$77.00 minimum</mark>
• <u>Siding</u> , <u>Soffits</u> , <u>Fascia</u> , <u>Roofing</u> , <u>Window Replacement</u> , and <u>Retaining Walls</u> over 4 ft tall	\$55.00 \$10.00/\$1,000.00	<mark>\$70.00</mark> \$10.00/\$1,000.00
<u>All Other Building</u> , <u>Structures</u> , <u>Alterations</u> , <u>Repairs where Square Footage</u> <u>CANNOT be Determined</u>	valuation or \$55.00 minimum	valuation or <mark>\$70.00 minimum</mark>
Heating, Ventilating, and Air Conditioning Fees		
 <u>Heating</u>: Residential 1- and 2-family dwellings and accessory buildings (including duct work) Up to including 150,000 BTU a unit Additional fee per unit that exceeds 50,000 BTUs or fraction thereafter 	\$51.50/unit +\$6.00/50,000 BTUs \$51.50/unit	<mark>\$70.00/unit</mark> +\$6.00/50,000 BTUs <mark>\$70.00/unit</mark>
<u>Air Conditioning</u> (permanent installation)		
CERTIFICATES OF OCCUPANCY FEES Per Residential Unit	\$25.00/unit	<mark>\$30.00/unit</mark>
SPECIAL FEES • Land Use Permit (Zoning Certificate)	\$30.00	\$30.00
• <u>State of Wisconsin Seal</u> (when required)	\$42.00	<mark>\$43.00</mark>
• <u>Early Start</u> : Footings/Foundations	\$105.00	\$105.00
• <u>Razina</u> o 1- & 2-Family dwellings o Accessory buildings	\$75.00 \$71.50	<mark>\$80.00</mark> \$71.50
• <u>Same Day or Re-Inspection Fee</u>	\$65.00	\$65.00

Building, Housing, and Zoning^{**} Fee Schedule ^{2024 v Proposed 2025} City of Wausau City of Schofield^{*}

ONE- & TWO-FAMILY: (Continued)	2024 Fees	Proposed 2025
 SPECIAL FEES (CONTINUED) <u>Administrative Fee</u> (application not completed/additional review required) <u>Failure to Obtain Permit prior to Commencement of Work</u>. (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.) 	10% of permit fee or \$30.00 minimum Triple fees	10% of permit fee or \$30.00 minimum Triple fees
COMMERCIAL	2024 Fees	Proposed 2025
PLAN ENTRY FEE A plan entry fee is charged with <u>each</u> submittal of plans <u>in addition to the plan review</u> & <u>inspection fees</u> .	\$100.00	\$100.00
PLAN REVIEW FEES		
 Building Plans 2,500 - 5,000 sq ft 5,001 - 10,000 sq ft 10,001 - 20,000 sq ft 20,001 - 30,000 sq ft 30,001 - 40,000 sq ft 40,001 - 50,000 sq ft 50,001 - 75,000 sq ft 75,001 - 100,000 sq ft 100,001 - 200,000 sq ft 200,001 - 300,000 sq ft 300,001 - 400,000 sq ft 300,001 - 400,000 sq ft 	\$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	\$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 \$14,000.00 \$14,000.00
 400,001 – 500,000 sq ft 500,000 sq ft or more HVAC Plans 	\$16,700.00 \$18,000.00 \$150.00 minimum	\$16,700.00 \$18,000.00 \$150.00 minimum
 2,500 - 5,000 sq ft 5,001 - 10,000 sq ft 10,001 - 20,000 sq ft 20,001 - 30,000 sq ft 30,001 - 40,000 sq ft 40,001 - 50,000 sq ft 50,001 - 75,000 sq ft 75,001 - 100,000 sq ft 100,001 - 200,000 sq ft 200,001 - 300,000 sq ft 300,001 - 400,000 sq ft 300,001 - 400,000 sq ft 500,000 sq ft or more 	\$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	\$200.00 \$300.00 \$400.00 \$500.00 \$1,100.00 \$1,400.00 \$2,000.00 \$2,600.00 \$6,100.00 \$6,100.00 \$10,800.00 \$12,100.00 \$30.00 minimum
 Fire Alarm System Plans 2,500 - 5,000 sq ft 5,001 - 10,000 sq ft 10,001 - 20,000 sq ft 20,001 - 30,000 sq ft 30,001 - 40,000 sq ft 40,001 - 50,000 sq ft 50,001 - 75,000 sq ft 75,001 - 100,000 sq ft 100,001 - 200,000 sq ft 200,001 - 300,000 sq ft 300,001 - 400,000 sq ft 300,001 - 400,000 sq ft 500,000 sq ft or more 	\$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	\$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 Zonii

and Zoning**2024 v Proposed 2025City of WausauCity of Schofield*

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COMMERCIAL (Continued)	2024 Fees	Proposed 2025
LAN REVIEW (Continued)		
<u>Fire Suppression System Plans</u>	\$30.00 minimum	\$30.00 minimu
○ 2,500 – 5,000 sq ft	\$60.00	\$60.00
o 5,001 – 10,000 sq ft	\$100.00	\$100.00
0 = 10,001 - 20,000 sq ft	\$150.00	\$150.00
0 = 20,001 - 30,000 sq ft	\$200.00	\$200.00
0 = 20,001 = 30,000 sq ft	\$350.00	\$350.00
	\$500.00	\$500.00
 40,001 − 50,000 sq ft 50,001 − 75,000 sq ft 	\$700.00	\$700.00
 50,001 – 75,000 sq ft 	·	
 75,001 – 100,000 sq ft 	\$1,000.00	\$1,000.00
○ 100,001 – 200,000 sq ft	\$1,200.00	\$1,200.00
 200,001 – 300,000 sq ft 	\$3,000.00	\$3,000.00
 300,001 – 400,000 sq ft 	\$4,400.00	\$4,400.00
o 400,001 – 500,000 sq ft	\$5,600.00	\$5,600.00
o 500,000 sq ft or more	\$6,400.00	\$6,400.00
Structural Plans and Other Component Submittals, 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)		
o Plan Review Fee, and	\$250.00/plan	\$250.00/plan
 Additional Plan Entry Fee 	+100.00/plan	+100.00/plan
A Assessment Duilding	\$125.00	\$125.00
<u>Accessory Building</u>	(Plan Entry Fee	(Plan Entry Fee
o 500 sq ft or less (flat fee)	(Fiun Entry Fee Waived)	Waived)
Plan Review Fee for structures less than 2,500 sq ft Plan Review Fee for all other structures	\$75.00 \$150.00 50% of the original	\$120.00
Plan Examination Extensions, when reviewing the extension of an approved plan	plan review fee (\$3,000.00 maximum)	50% of the origina plan review fee (\$3,000.00 maximu
 Resubmittals & Revisions to Approved Plans, when deemed by the reviewer to be a minor 		<u>\$75.00</u>
	<mark>\$75.00</mark>	V 3.00
revision from previously reviewed and/or approved plans. (Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building	\$75.00	,,,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
revision from previously reviewed and/or approved plans. (Any significant changes or	\$75.00	
revision from previously reviewed and/or approved plans. (Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building	\$75.00 \$250.00/per review type	\$250.00/per
 Submittal of Plans after Construction, where plans are submitted after construction a 	\$75.00 \$250.00/per review type	\$250.00/per review type
 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.) Submittal of Plans after Construction, 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. 		review type
 Submittal of Plans after Construction, 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. Expedited Priority Plan Review, when expediting the completion plan review in less than the 	review type	review type 200% of the fee
 Submittal of Plans after Construction, 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. 	review type 200% of the fees	review type
 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.) Submittal of Plans after Construction, 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. Expedited Priority Plan Review, 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.) 	review type 200% of the fees specified in	review type 200% of the fee specified in
 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.) Submittal of Plans after Construction, 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. Expedited Priority Plan Review, 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.) 	review type 200% of the fees specified in	review type 200% of the fee specified in
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 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.) Submittal of Plans after Construction, 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. Expedited Priority Plan Review, 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.) restrating to the submittal of commercial building and heating and ventilation plans (new, addition, lteration) and fire alarm and fire suppression plans is computed based on total gross floor area of each uilding, area of addition, or area of alteration. New construction, additions, alterations, and parking lots fees are based on the prices above. 	review type 200% of the fees specified in	review type 200% of the fee specified in
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Building, Housing, and Zoning**
Fee Schedule2024 v Proposed 2025
City of Wausau
City of Schofield*

COMMERCIAL (Continued)	2024 Fees	Proposed 2025
INSPECTION FEES		
<u>Residential</u> and <u>Institutional</u>	\$0.13/sq ft ¹ or \$103.00 minimum	\$0.13/sq ft ¹ or <mark>\$106.00 minimum</mark>
• <u>Offices</u> and <u>Mercantile</u>	\$0.11/sq ft ¹ or \$103.00 minimum	\$0.11/sq ft ¹ or <mark>\$106.00 minimum</mark>
Warehouses, Factories, and Building Shells	\$0.095/sq ft ¹ or \$103.00 minimum	\$0.095/sq ft ¹ or <mark>\$106.00 minimum</mark>
<u>Reroofing</u> and <u>All Other Occupancies where the Square Footage CANNOT be</u> <u>Determined</u>	\$10.00/\$1,000.00 valuation or \$103.00 minimum	\$10.00/\$1,000.00 valuation or <mark>\$106.00 minimum</mark>
• <u>Fire Alarm Systems</u> , installations or additions/modifications to existing	\$0.03/sq ft ¹ or \$75.00 minimum	\$0.03/sq ft ¹ or <mark>\$77.00 minimum</mark>
• <u>Fire Suppression Systems</u> , installations or additions/modifications to existing	\$0.03/sq ft ¹ or \$75.00 minimum	\$0.03/sq ft ¹ or <mark>\$77.00 minimum</mark>
HEATING, VENTILATING AND AIR CONDITIONING FEES	\$5.00/\$1,000.00 valuation or \$0.06/ sq ft ¹ or \$100.00 Minimum	\$5.00/\$1,000.00 valuation or \$0.06/ sq ft ¹ or \$100.00 Minimum
 <u>HVAC Unit Replacement</u> 1 unit (flat fee) More than 1 unit 	\$100.00 \$70.00/unit	\$100.00 \$70.00/unit
CERTIFICATE OF OCCUPANCY FEES	\$16.50/unit	<mark>\$17.00/unit</mark>
Other Occupancy	\$39.00	<mark>\$40.00</mark>
Special Fees		
Land Use Permit (Zoning Certificate)	\$75.00	\$75.00
<u>Early Start</u> : Footings/Foundation, and Structural Framing	\$120.00	\$120.00
<u>Razing</u> : Commercial Structures	\$120.00	\$120.00
• Parking Lot Permits (15.52.020)	\$75.00	\$80.00
Same Day or Reinspection Fee	\$79.50	\$79.50
• Failure to Obtain Permit Prior to Commencement of Work. (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.)	Triple Fees	Triple Fees

Building, Housing, and Zoning^{**} Fee Schedule ^{2024 v Proposed 2025} City of Wausau City of Schofield^{*}

MISCELLANEOUS FEES	2024 Fees	Proposed 2025
APPLICATION & PUBLICATION FEES FOR BUILDING ADVISORY BOARD (CLASS 1 NOTICE) (15.04.080)	\$200.00	\$225.00
APPLICATION & PUBLICATION FEES (WMC CHAPTERS 23.10.13, 23.10.10.31, 23.10.32) Zoning Board of Appeals: Variances, Appeals 	\$200.00	<mark>\$225.00</mark>
 <u>Plan Commission</u> Amendments, Conditional Uses, UDD Petitions Special Meeting Requested 	\$400.00 \$500.00	<mark>\$425.00</mark> \$550.00
CENTRAL BUSINESS DISTRICT (DOWNTOWN) OBSTRUCTION PERMIT	\$20.00	\$20.00
Fences (Residential & Commercial)	\$50.00	<mark>\$55.00</mark>
HOME OCCUPATION	\$20.00	\$20.00
MOVING BUILDING OVER PUBLIC WAYS (15.40.010) <u>Garages</u> <u>Houses</u> or <u>Other Buildings</u> 	\$50.00 \$215.00	\$50.00 \$215.00
PARKLAND DEDICATION FEES (WMC CHAPTER 21.16) • SR-2, SR-3, SR-5, and SR-7 Districts	\$400.00/lot	<mark>\$425/lot</mark>
• DR-8, TF-10, and TF-12 Districts	\$500.00/lot	<mark>\$530/lot</mark>
• MRL-12, MRM-20, and MRH-50 Districts	\$200.00/lot	<mark>\$225/lot</mark>
 <u>Planned</u> and <u>Unified Developments</u> Single-Family unit Duplex Unit Apartment Unit <u>Additional Residential Building Lots Created by Replat</u> or <u>Certified Survey</u> 	\$400.00/single unit \$500.00/duplex unit \$200.00/apartment unit \$400.00/additional lot	\$425/single unit \$530/duplex unit \$225/apartment unit \$430/additional lot
PLAT REVIEW FEES (WMC CHAPTER 21) Preliminary Plat Fee	\$150.00 + \$25.00/lot	\$150.00 + \$25.00/lot
<u>Final Plat Fee</u>	\$100.00 + \$10.00/lot	\$100.00 + \$10.00/lot
<u>Condominium Plat Fee</u>	\$100.00 + \$25.00/lot	\$100.00 + \$25.00/lot
CERTIFIED SURVEY MAP REVIEW • Standard CSM	\$100.00	<mark>\$110.00</mark>
<u>Extraterritorial Reviews</u>	\$75.00	<mark>\$80.00</mark>
Portable Storage Containers (23.03.30)	\$55.00/90 days	\$55.00/90 days
Revised Plans that require new permits	\$100.00 + Plan Review	\$100.00 + Plan Review

Building, Housing, and Zoning^{**} Fee Schedule ^{2024 v Proposed 2025} City of Wausau City of Schofield^{*}

MISCELLANEOUS FEES (Continued)	2024 Fees	Proposed 2025
SIGNS (15.48.050)		
Business Signs	\$1.10/sq ft of gross	\$1.25/sq ft of gross
	area ¹	area ¹
Advertising Signs	or \$40.00 minimum	or \$42.00 minimum
• Advertising signs	\$1.30/sq ft of gross	\$1.50/sq ft of gross
	area ¹	area ¹
• <u>Temporary Signs</u> (monthly fee)	or \$60.00 minimum	or \$65.00 minimum
All fees for signage are charged per sign. Where signs have two or more faces, the permit fee	\$1.10/sq ft of gross	\$1.25/sq ft of gross
shall be computed on each face of such sign.	area ¹	area ¹
	or \$40.00 minimum	or \$42.00 minimum
SPECIAL INSPECTIONS FEES		
(E.g., Community-based residential facilities, taverns, day care centers, massage	\$160.00	<mark>\$175.00</mark>
establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.)		
STORM WATER MANAGEMENT (WMC CHAPTER 15.56)	Established by	Established by
	Resolution	Resolution
STREET PRIVILEGE PERMITS (12.44.050)	\$77.50	\$77.50
SWIMMING POOLS (19.32.020)	\$60.00	\$60.00
ZONING RELATED		
(E.g., Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters,		
Address Change Requests, and Other Forms Requiring Zoning Review, etc.) Residential 	\$39.00	<mark>\$40.00</mark>
Commercial	\$70.00	\$75.00
	+ · · · · · · ·	
HOUSING CODE (TITLE 16)	2024 Fees	Proposed 2025
REINSPECTION FEE (16.04.025)	\$65.00	\$65.00
RENT ABATEMENT APPLICATION FEE, FOR AUTHORIZATION OF (16.04.037(D))	\$25.00	\$25.00
RESIDENTIAL RENTAL REGISTRATION (16.04.030)	2024 Fees	Proposed 2025
RENTAL REGISTRATION FEE (PER BUILDING)	\$10.00	\$10.00
RESIDENTIAL RENTAL LICENSE INSPECTION FEES		
<u>First Inspection</u>	No Charge	No Charge
<u>Second Inspection</u>	No Charge, if corrected	No Charge, if corrected
	\$65.00, if NOT	\$65.00, if NOT
	corrected	corrected
Missed Inspection Appointments/Failure to Allow Access		
	\$35.00	\$35.00

Notes:

*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees or a minimum of \$10.00.

** In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work. ¹ 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.

Electrical**2024 v Proposed 202City of WausauCity of Schofield* 2024 v Proposed 2025

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ONE- & TWO-FAMILY:	2024 Fees	Proposed 2025
INSPECTION FEES		
<u>New</u> 1- and 2-Family Dwellings	\$0.11/sq ft ¹	\$0.11/sq ft ¹
		10 10 101
 <u>Additions</u>, <u>Alterations</u>, and/or <u>Rewiring of Existing</u> to 1- and 2-family dwellings (including 	\$0.14/sq ft ¹	\$0.14/sq ft ¹
garages)	or \$67.00 minimum	or <mark>\$80.00 minimum</mark>
	\$0.075/sq ft ¹	\$0.075/sq ft ¹
<u>Attached</u> or <u>Detached Garages</u>	20.07 3734 It	50.07 5734 ft
New Service or Upgraded Service 1- and 2-Family Dwellings	\$67.00	<mark>\$80.00</mark>
The service of opplaced service if and 2 runny by chings		
 All other new, additions, alterations, rewiring where square footage CANNOT be 		<mark>\$10.00/\$1,000.00</mark>
determined		valuation
		or \$80.00 minimum
COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY:	2024 Fees	Proposed 2025
INSPECTION FEES	20211005	1100000000000
	\$0.088/sq ft ¹	\$0.088/sq ft ¹
 <u>New Construction of Apartments</u> (3-Family and more), <u>Row Housing</u>, and <u>Multi-Family</u> 	ŞU.U88/SY IL⁻	Ş0.088/SY IL⁻
<u>Dwellings</u> (or additions thereto)		
 New Construction of Local Business, Institutional, and Office Buildings (or additions 	\$0.098/sq ft1	\$0.098/sq ft ¹
thereto)	\$0.098/sq IL*	\$0.098/sq it*
	\$0.072/sq ft1	\$0.072/sq ft ¹
• New Construction of Manufacturing and Industrial Buildings (or additions thereto)	, 90.072/sq 1t-	30.072/34 IL-
	\$0.062/sq ft ¹	\$0.062/sq ft ¹
<u>New Construction of Warehouses</u> (or additions thereto)	\$0.002/34 ft	<i>\$0.002/3</i> 410
		\$10.00/\$1,000.00
 All other new, additions, alterations, rewiring where square footage CANNOT be 		valuation
determined		or \$80.00 minimum
• <u> </u>	¢00.00/cian	<mark>Removing; Included</mark>
	220.00/31511	<mark>in Sign Permit Fee</mark>
 Service Changes for Industrial, Commercial, and Multi-Family Structures 		
o 200 Amps, one meter	\$85.50	<mark>\$87.00</mark>
o 400 Amps, one meter	\$85.50 \$101.00	\$104.00
o 600 Amps, one meter	\$118.50	\$122.50
o 800 Amps, one meter	\$134.00	\$138.00
 1,000 Amps and Over, one meter 	\$149.50	\$155.50
 Additional meters 	+ \$11.50/meter	+ \$12.00/meter
DV (Destauraltate) Custome		
PV (Photovoltaic) Systems O Residential		
 Residential Commercial, 7% KW or less 	\$216.00	\$ <mark>220.00</mark>
 Commercial, 72 KW of less Commercial, more than 7½ KW 	\$231.75	<mark>\$240.00</mark>
	\$340.00	<mark>\$350.00</mark>
Lighting / Emergency Lighting		
o Testing Fee	1	6450.00
	\$140.00	<mark>\$150.00</mark>
ALL:	2024 Fees	Proposed 2025
Special Fees		
Special Inspections other than the ones listed above	\$67.00	<mark>\$80.00</mark>
	<i>Q</i> 07.00	,
 <u>Administrative Fee</u> (application not completed/additional review required) 	\$10% of Permit Fee	\$10% of Permit Fee
	or \$30.00 minimum	or \$30.00 minimum
<u>Minimum Permit Fee</u>		
 1- and 2-Family Dwellings 	\$67.00	<mark>\$80.00</mark>
 Commercial, Industrial, and Multi-Family Dwellings 	\$79.50	<mark>\$90.00</mark>
<u>Same Day or Re-Inspection Fee</u>	\$79.50	\$79.50

Electrical**2024 v Proposed 2025City of WausauCity of Schofield*

ALL: (continued)	2024 Fees	Proposed 2025
SPECIAL FEES • Failure to Obtain Permit prior to Commencement of Work. (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	Triple Fees

Notes:

*Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees or a minimum of \$10.00

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

¹ 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**2024 v Proposed 2025City of WausauCity of Schofield*

COMMERCIAL (only):	2024 Fees	Proposed 2025
PLAN ENTRY FEES A plan entry fee is charged with <u>each</u> submittal of plans <u>in addition to the plan review</u> & <u>inspection fees</u> .	\$100.00	\$100.00
PLAN REVIEW FEES		
Plumbing Plans for <u>New Construction & Additions</u>	\$300.00 minimum	\$300.00 minimum
\sim 3,001 – 4,000 sq ft	\$400.00	\$400.00
\circ 4,001 – 5,000 sq ft	\$550.00	\$550.00
\circ 5,001 – 5,000 sq ft	\$650.00	\$650.00
\circ 6,001 – 7,500 sq ft	\$700.00	\$700.00
0 = 7,501 - 10,000 sq ft	\$850.00	\$850.00
o 10,001 – 15,000 sq ft	\$900.00	\$900.00
o 15,001 - 20,000 sq ft	\$950.00	\$950.00
 20,001 - 30,000 sq ft 	\$1,100.00	\$1,100.00
 30,001 – 40,000 sq ft 	\$1,250.00	\$1,250.00
• 40,001 – 50,000 sq ft	\$1,550.00	\$1,550.00
o 50,001 – 75,000 sq ft	\$2,100.00	\$2,100.00
• Over 75,000 sq ft +	\$2,500.00 + \$0.0072/per	\$2,500.00 + \$0.0072/pe
	additional sq ft over	additional sq ft over
	75,000 sq ft	75,000 sq ft
	¢200.00 × 1 × 1 × 1	\$200.00 minimum
Plumbing Plan for <u>Alteration</u> & <u>Remodeling</u>	\$200.00 minimum	\$200.00 minimum \$300.00
0 10-25 Fixtures	\$300.00 \$450.00	\$450.00
 26 – 35 Fixtures 36 – 50 Fixtures 	\$550.00	\$550.00
0 50 = 50 Fixtures	\$350.00	\$800.00
$\sim 76 - 100$ Fixtures	\$900.00	\$900.00
o 101 – 125 Fixtures	\$1050.00	\$1050.00
o 126 – 150 Fixtures	\$1,150.00	\$1,150.00
o 151 or more Fixtures	\$1,150.00 + \$160.00/per	\$1,150.00 + \$160.00/pe
	additional 25 fixtures	additional 25 fixtures
	beyond 150 fixtures	beyond 150 fixtures
	¢75.00	6420.00
<u>Resubmittals & Revisions to Approved Plans</u> , when deemed by the reviewer to be	\$75.00	<mark>\$120.00</mark>
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.)		
• Submittal of Plans after Construction, where plans are submitted after		
construction a standard late submittal fee will be assessed per each review type	\$250.00/per review type	\$250.00/per 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.		
	200% of the fees	200% of the fees
• Expedited Priority Plan Review , when expediting the completion plan review in	specified in provisions	specified in provisions
less than the normal processing time of when the plan is considered ready for		
review. (Within 5 business days of when we received Plans.)		
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.		
1. New construction, alterations and remodeling fees are based on the prices above.		
2. The new construction fee is calculated based on square footage of the area		
constructed.		
3. Alterations and remodeling fee is based on the number of plumbing fixtures.		
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.	1	1

Plumbing**2024 v Proposed 2025City of WausauCity of Schofield*

ALL	2024 Fees	Proposed 2025
INSPECTION FEES		1100000 2020
 New or Reconstructed <u>Water Service</u> or <u>Private Water Main</u> (From Curb Stop, 2 inch or less) Each 100 feet or fraction thereof. For each additional inch in diameter 	\$53.00/~100 ft +\$10.30/additional inch	\$53.00/~100 ft +\$10.30/additional inch
 New or Reconstructed <u>Sanitary Building Sewer</u> or <u>Private Sewer Main</u> or <u>Building/Area Storm Sewer Extension</u> (From main, curb or lot line, any size) Each 100 feet or fraction thereof. 	\$53.00/~100 ft	\$53.00/~100 ft
• <u>Catch Basin</u>	\$10.25	<mark>\$11.00</mark>
• <u>Manhole</u>	\$10.25	<mark>\$11.00</mark>
<u>Retention/Infiltration Area</u>	\$25.00/2,000 sq ft	\$25.00/2,000 sq ft
 For each <u>fixture</u> or <u>fixture connection</u> 1- and 2-Family Dwelling Commercial Building 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-cooled motor connections, water-cooled refrigerators, and yard drains. 	\$10.25/fixture \$10.75/fixture	\$11.00/fixture \$11.00/fixture
 New or Reconstructed <u>Water Distribution Piping</u> (Any size) Each 100 ft or fraction thereof. 	\$15.50/~100 ft	<mark>\$15.50/~50 ft</mark>
 New or Reconstructed <u>Building Drain</u>, <u>Soil Waste</u>, <u>Vent Piping</u>, or Downspouts (Any size) Each 100 ft or fraction thereof. 	\$15.50/~100 ft	<mark>\$15.50/~50 ft</mark>
 <u>Water Distribution</u> and <u>Drain Piping</u> for <u>Manufacturing Processes</u> Each 100 ft or fraction thereof. 	\$15.50/~100 ft	<mark>\$15.50/~50 ft</mark>
Private Sewage Disposal System	\$50.00	\$50.00
<u>Clear Water Pit & Pump</u>	\$50.00	\$50.00
Swimming Pool	\$50.00	<mark>\$60.00</mark>
• Private Water Well (5-Year Permit issued by Wausau Water Works)	\$100.00	\$100.00
• To <u>Abandon Water</u> or <u>Sewer Systems</u> when Wrecking or Moving a Building	\$55.00	<mark>\$70.00</mark>
To <u>Abandon</u> a <u>Private Well</u> and/or <u>Septic System</u>	\$55.00	<mark>\$70.00</mark>
SPECIAL FEES Administrative Fee (application not completed/additional review required)	\$10% of Permit Fee or \$30 minimum	\$10% of Permit Fee or \$30 minimum
 Minimum Permit Fee Projects requiring only 1 inspection Projects requiring more than 1 inspection 	\$63.50 \$79.50	<mark>\$65.00</mark> \$82.00

City of Wausau Division of Inspection, Zoning, and Electrical Systems

Plumbing**	2024 v Proposed 2025 City of Wausau City of Schofield*
Fee Schedule	City of Schofield [*]

ALL (Continued)	2024 Fees	Proposed 2025
SPECIAL FEES (CONTINUED) Same Day or Re-Inspection Fee	\$79.50	\$79.50
 Failure to Obtain Permit prior to Commencement of Work, 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.) 	Triple Fees	Triple Fees
<u>Excavation Permit Fee</u>	\$67.00	<mark>\$70.00</mark>

Notes:

* Projects outside the City of Wausau limits will be assessed a 10% surcharge for all fees. or minimum of \$10.00. **Plumbing fees shall be paid under Chapter 19.12.030, respectively.

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

 Preliminary Resolution Levying Special Assessments for 2025 Street Construction Projects.

 Committee Action:
 Approved 5-0

 Fiscal Impact:
 None at this time. Construction would take place in 2025 and the special assessments would be levied when the project is substantially completed.

 File Number:
 24-1110
 Date Introduced:
 November 12, 2024

		FISCAL	IMPACT SUMMARY
S	Budget Neutral	Yes⊠No□	
COSTS	Included in Budget:	Yes No	Budget Source:
Õ	One-time Costs:	Yes No	Amount:
	Recurring Costs:	Yes No	Amount:
	Fee Financed:	Yes No	Amount:
CE	Grant Financed:	Yes No	Amount:
SOURCE	Debt Financed:	Yes No	Amount Annual Retirement
o	TID Financed:	Yes No	Amount:
Ś	TID Source: Increment R	evenue 🗌 Debt	F 🗌 Funds on Hand 🗌 Interfund Loan 🗌

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments upon property for special benefits conferred upon such property by the improvement of the following streets under Street Construction projects to take place in 2025:

Cherry Street from West Wausau Avenue to Randolph Street West Randolph Street from Burek Avenue to Merrill Avenue Fulton Street from North 1st Street to North 7th Street 1st Street/River Drive from McIndoe Street to 300' north of Fulton Street 2nd Street from Short Street to Dekalb Street

2. The public improvement shall include the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches; installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary.

3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and the assessment against each parcel shall be

upon a reasonable basis. The final assessment bill will be sent to property owners upon substantial completion of the project.

4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2026, the special assessment will be placed on the 2026 real estate tax bill and be due in full on or before January 31, 2027. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

<u>Assessments totaling \$300 but less than \$20,000</u>: If full payment is not made prior to November 1, 2026, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2026 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2026 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2026 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2027, on the unpaid balance. (The 2023 rate was 4.517%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

<u>Assessments over \$20,000</u>: If payment is not made prior to November 1, 2026, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2026 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2026 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2026 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2027, on the unpaid balance. (The 2023 rate was 4.517%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2027. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled early in late 2024 or early 2025.

6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting:	October 10, 2024, at 5:15 p.m. in the Council Chambers of City Hall.
Members Present:	Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal
Also Present:	Allen Wesolowski, TJ Niksich, Andrew Lynch, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on preliminary resolution levying special assessments for 2025 Street Construction Projects

Wesolowski explained this would give the right to hold public hearings on assessment rates.

Watson moved to approve. Seconded by Martens and the motion passed 5-0.

STAFF REPORT TO INFRASTRUCTURE & FACILITIES COMMITTEE - October 10, 2024

AGENDA ITEM

Discussion and possible action on preliminary resolution levying special assessments for 2025 Street Construction Projects

BACKGROUND

The following streets are proposed for reconstruction in the 2025 budget:

Cherry Street (West Wausau Ave – Randolph Street) Randolph Street (Burek Ave – Merrill Avenue) Fulton Street (N. 1st Street – N. 7th Street) 1st Street/River Drive (McIndoe Street – 300' north of Fulton Street) 2nd Street (Short Street – Dekalb Street)

FISCAL IMPACT

The street reconstruction budget for these street projects is \$3,500,000. The storm sewer budget for these streets is \$1,550,000. Special assessments will cover a portion of the street reconstruction budget.

STAFF RECOMMENDATION

Staff recommends approving the preliminary resolution levying special assessments for the 2025 street construction projects contingent upon budget approval. Public hearings would be scheduled in December or January.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE INFRASTRUCTURE & FACILITIES COMMITTEE

Preliminary Resolution Levying Special Assessments for 2025 Alley Paving Project.

Committee / Ienon:	Approved 5-0		
Fiscal Impact:	None at this time. Construction levied when the project is subs	1	25 and the special assessments would be
File Number:	24-1111	Date Introduced:	November 12, 2024

	FISCAL IMPACT SUMMARY			
S	Budget Neutral	Yes⊠No□		
COSTS	Included in Budget:	Yes No	Budget Source:	
Õ	One-time Costs:	Yes No	Amount:	
	Recurring Costs:	Yes No	Amount:	
	Fee Financed:	Yes No	Amount:	
CE	Grant Financed:	Yes No	Amount:	
SOURCE	Debt Financed:	Yes No	Amount: Annual Retirement	
o	TID Financed:	Yes No	Amount:	
\mathbf{v}	TID Source: Increment	Revenue 🗌 Debt	🗌 Funds on Hand 🗌 Interfund Loan 🗌	

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0701 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments for special benefits conferred upon abutting properties by improvement of:

Alley bounded by South 1st Avenue, South 3rd Avenue, Sherman Street and Rosecrans Street

- 2. The public improvement shall include bituminous concrete paving.
- 3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and that the assessment against each parcel shall be upon a reasonable basis.
- 4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2025, the special assessment will be placed on the 2025 real estate tax bill and be due in full on or before January 31, 2026. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2025, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2025 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2025 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2025 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2026, on the unpaid balance. (The 2023 rate was 4.517%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2025, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2025 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2025 real estate taxes <u>OR</u>
- B. Payment of the first one-tenth of the assessment with the 2025 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2026, on the unpaid balance. (The 2023 rate was 4.517%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2026. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

- 5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled in late 2024 or early 2025.
- 6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Doug Diny, Mayor

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting:	October 10, 2024, at 5:15 p.m. in the Council Chambers of City Hall.
Members Present:	Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal
Also Present:	Allen Wesolowski, TJ Niksich, Andrew Lynch, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on preliminary resolution levying special assessments for 2025 Alley Paving Project

Wesolowski stated a petition was received to pave the alley bounded by 1st Avenue, 3rd Avenue, Sherman Street, and Rosecrans Street. This would give the right to hold a public hearing on assessments.

Henke asked if this would be scheduled for 2025. Wesolowski confirmed, pending the results of the public hearing. Henke asked if there is an alley paving fund. Wesolowski said last year \$35,000 was budgeted for alley paving, but no petitions were received. This is the only petition that has been received for 2025.

Since there were no alley paving projects this year, Martens asked if the funds are carried over. Wesolowski said that depends on Finance. A carryover request can be made or the funds go back to the general fund. That is yet to be determined.

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

STAFF REPORT TO INFRASTRUCTURE & FACILITIES COMMITTEE - October 10, 2024

AGENDA ITEM

Discussion and possible action on preliminary resolution levying special assessments for 2025 Alley Paving Project

BACKGROUND

A petition was received to pave the following alley:

Alley bounded by S. 1st Avenue, S. 3rd Avenue, Sherman Street, and Rosecrans Street.

FISCAL IMPACT

The alley paving budget is \$35,000. Traditionally, special assessments have covered the actual cost of the asphalt based on the front footage of each parcel abutting the alley. The estimated special assessment to pay for the asphalt is estimated at \$15 per foot. The general budget would cover the excavation, removals, base course, and additional items.

STAFF RECOMMENDATION

Staff recommends approving the preliminary resolution levying special assessments for the 2025 alley paving project contingent upon budget approval. Public hearings would be scheduled in December or January.

Staff contact: Allen Wesolowski 715-261-6762

DE	TI	n	NT
PE	11	U	IN

For Office Use

06/13/2024

Date Filed with City Clerk

TO THE MAYOR AND COMMON COUNCIL OF THE CITY OF WAUSAU, WISCONSIN

A Petition For:

- □ Alley Vacation
- 🕅 Blacktop Paving
- □ Curb and Gutter
- □ Sanitary Sewer □ Street Light
 - □ Street Vacation
- □ Storm Sewer □ Watermain

□ Other as Follows:

□ Zoning Change

The undersigned p	petitioners respectf	ully request that your h	nonorable body take suc	ch action as will cause the:	247	1
alley	betwe	en SIS	+ Ave. an	d S. 3rd Ave	. to	be
Daved	with	black to	p from	n Sherman	St.	to
Rosec	vans s	st.	Ť , , , , ,			-

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Stadelkause	R. Stacy Raus	the 9625 1st Ave	4-6-24
2. Mito Trego L	Pote Raysch	9025.55 De	4-6-24
3. mane onero	Yong Thau	9051/2 S. 3rd Ave	4-8-24
4. OChanhang	F (HOX HANG	905 5 2rd AVE	4-19-24
5. Bergin prin	Benjemin Pacis	909 5 310 AV	4/2024
6.	Tub Joshua Thay	914 5 1st Ave	5/12/24
7. X W X That	Xay X Thay	914 S18 Ave	5/12/24
8. Soma kap that	Sena Kao Thao	914 S1" Ave	5/12/24
9.	Lao Thao	914 Slst, lue	5/17/20
10. fres DATT_	Julie Thao	914 SISt Ave	5/12/24
11 Joseph Hart	Tyrese Cottrell	9105 1st ave	5/28/24
12. MUMINI	TASSY LIOHMOIN	910 S 18t AVE	652824
13 Kon Dikeen	Lynn D. Keen	906 S. 1st Ave	5/28/24
14. J. Con	Virginia Cope	9156.5.34 AVE	6/13/24
15. Chily	Izciak Mittlestat	9155. 312 Ave	6/ 13/24

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN ____being duly sworn disposes and says that he is a resident of the affected area, residing at <u>406 50.15F Ase, whoshed, wi, 54401</u> in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and	20 HY DY HAD " Bonald W: Keen	
before me this 13 day of June		
Mm L J	(Signature of Circulator)	
100	NOTARY = 906 So 12 Ave	
Signature of City Clerk or designee		
	(Æddress of Circulator)	
	EON PUBLIC SE	
	II P	
	OF WISC WISC	