



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:	Tuesday, January 14, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Linda Lawrence, Dawn Herbst, Mary Thao, Dennis Smith

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
19-1201	COUN	Minutes of previous regular meeting. (12/10/19)	Place on file
20-0104	CISM	Initial Resolution (CISM) Vacating and discontinuing the alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street and North 8th Street	Approved 4-0
20-0105	CISM	Preliminary Resolution Levying Special Assessments for 2020 Alley Paving Project	Approved 4-0
20-0106	CISM	Preliminary Resolution Levying Special Assessments for 2020 Street Construction Projects	Approved 4-0
20-0107	CISM	Resolution Accepting Temporary Limited Easement at 1202 North 3rd Street and 1204 North 3rd Street (Buchkoski)	Approved 4-0
20-0108	CISM	Ordinance Authorizing the installation of stop signs on Randolph Street at the 12th Avenue/Stevens Drive intersection	Approved 4-0
19-1010	PLAN	Resolution Approving the Specific Implementation Plan at 1930 East Crabtree Drive in a PUD, Planned Unit Development District, to allow for a service building	Approved 6-0
19-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 4-0
File #	CMT	Resolutions and Ordinances	ACT
20-0103		Mayor's Appointments	
18-1109	FIN	Resolution Approving the 2019 budget modification to Public Works Winter Maintenance and Increasing Interest Income	Approved 5-0
12-0107	HR & FIN	Joint Resolution Approving Agreement for Crossing Guard Services with All City Management Services, Inc.	Approved 3-1 Approved 5-0
04-0306	HR	Resolution Approving bargaining agreement between the City of Wausau and Amalgamated Transit Union for January 1, 2020 – June 30, 2022	Approved 4-0
20-0109	HIST & PLAN	Joint Ordinance Amending Section 2.82.065 Historic Districts	Approved 4-0 Approved 6-0
93-0835	PH&S	Ordinance Amending Section 9.08.020 Throwing or shooting of arrows, stones and other missiles prohibited	Approved 4-1
		Suspend the Rules (2/3 vote required)	
20-0110	COUN	Resolution Recognizing The Lunar New Year	Pending
19-1114	COUN	Ordinance Amending Section 10.20.080 No parking and restricted parking areas designated	Pending
99-1104	FIN	Resolution Amending the Procurement Policy regarding sole source documentation	Pending

Public Comment & Suggestions

CLOSED SESSION pursuant to Section 19.85(1)(f) of the Wisconsin Statutes for considering financial data of Impact Seven, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of such entity referred to in such data, for the purpose of discussion regarding the request from Impact Seven to amend PILOT agreement with the City

RECONVENE INTO OPEN SESSION, if necessary, to take action on Closed Session item.

Adjournment

Signed by Robert B. Mielke, Mayor

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 1/09/20 @ 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 (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 City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, December 10, 2019 at 6:30 pm in the Council Chambers at City Hall.
Mayor Robert Mielke presiding.

Roll Call

12/10/2019 6:29:57 PM

Roll Call indicated 11 members present.

<u>District</u>	<u>Alderpersion</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	YES
11	Smith, Dennis	YES

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

- 1) Colin Tucker, 915 Scott St, spoke regarding the ordinance proposed to prohibit overnight parking on streets during the winter. He felt it was unfair and poorly timed to institute the ordinance now because citizens need time to make new arrangements in order to comply with the law.
- 2) Christine Salm-Little, 3312 N 11th St, spoke regarding racial issues in the community and the comments made by Laurence 16 years ago.
- 3) Chris Norfleet, 719 Bertha St, commented on racial issues and his expectations of the government.
- 4) Becky McElhaney, 4050 Ashland Ave, spoke as a resident regarding Lawrence's comments and a need for diversity training for leaders and city staff.

Presentation: Boys & Girls Club Update

Kim Larsen shared specifics regarding the results of the investment the City of Wausau has made in the Boys & Girls Club. Payton Steffan, member of the Boys & Girls Club, attested to the positive impact the club has had on herself and her family's life.

Consent Agenda

12/10/2019 6:50:35 PM

Motion by Nutting, second by Peckham to adopt all the items on the Consent Agenda as follows:

19-1101 Minutes of the previous regular meeting (11/26/19).

15-1203 Confirmation of Clerk's Appointments to members of the Board of Election Officials for a term ending December 31, 2021.

19-1109 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) (2020 Comprehensive Fee Schedule)

03-0717 Resolution of the Finance Committee Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between The Humane Society of Marathon County, Inc. and the City of Wausau from 1/1/20 through 12/31/21

03-0717 Resolution of the Finance Committee Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between The Humane Society of Marathon County, Inc. and the City of Wausau from 1/1/20 through 12/31/20

12-1214 Resolution Approving Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from 1/1/20 through 12/31/20

19-0108 Resolution Approving or Denying Various Licenses as Indicated

19-1204 Ordinance of the Wausau Water Works Commission Repealing Section 2.60.100 Water commission, and Amending Sections 2.60.110 Sewerage commission, 3.24.090 Determination of assessment cost for sanitary sewer, lift station, water main construction

and booster stations; and Amending numerous sections in Title 13 beginning with Section 13.04.010 Created through Section 13.64.020 Basis for charges

Yes Votes: 11 No Votes: 0 Result: PASS

**Mayor Mielke indicated he was withdrawing file number 01-0115, Resolution Relocating District 9 & 11 Polling Places from the National Guard Armory to the Mountain Terrace Senior Living. He commented he did not want to confuse residents in a big election year.*

19-1203

12/10/2019 6:51:56 PM

Motion by Herbst, second by Gisselman to confirm the Mayor's Appointments to the Room Tax Commission and the Joint Review Board

Yes Votes: 11 No Votes: 0 Result: PASS

74-0620 Refer Back

12/10/2019 7:37:37 PM

Motion by Peckham, second by Neal to refer back to committee the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.030 All night parking prohibiting overnight parking during winter months to bring forward a plan by June.

Neal agreed people need time to make other arrangements for parking and proposed that they reconsider this for winter next year and plan how we are going to communicate with our residents and to get cooperation to clear the streets as much as we can so the road crews can do their jobs. He understood the plow drivers were having a difficult time getting through streets narrowed by snow and parked cars, but felt it pretty late stage in the season, making it a hardship for residents to find a solution to avoid being ticketed or possibly towed.

Rasmussen indicated there was a quite a discussion in CISM regarding this issue, due to the problems associated with the record heavy snow last February. She questioned where people can go when a snow emergency is declared and a decision is needed immediately, which is not a whole lot different than the implementation of the ordinance now for a consistent policy. She referred to photos displayed in the Council Chambers showing the narrow winter roads where plows cannot get through due to parked cars. She pointed out when employees strike a vehicle with the plow, their driver's record is assessed points and they are cited and are responsible for the damages. She noted before the city went to even/odd street parking, there was a winter parking restriction between those set hours. She stated it could be delayed, but at some point we have to do something because the even/odd parking is not working. *Lengthy Discussion followed.*

Vote to refer back to committee:

Yes Votes: 11 No Votes: 0 Result: PASS

15-0409

12/10/2019 7:38:19 PM

Motion by Rasmussen, second by Gisselman to adopt the Resolution of the Finance Committee Approving Youth Development Programs Contract with Boys and Girls Club of Wausau Area, Inc.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	NO
10	Thao, Mary	YES
11	Smith, Dennis	NO

15-0409

12/10/2019 7:38:52 PM

Motion by Nutting, second by Neal to adopt the Resolution of the Finance Committee Approving Peer Court Program Contract with Boys and Girls Club of the Wausau Area, Inc.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

12/10/2019 7:39:15 PM

Motion by Neal, second by Rasmussen to Suspend the Rules.

Yes Votes: 11 No Votes: 0 Result: PASS

01-0115 Resolution Relocating District 9 & District 11 Polling Place from the National Guard Armory to Mountain Terrace Senior Living starting with the 2020 February Spring Primary Election

Withdrawn

19-1205

12/10/2019 7:39:51 PM

Motion by Nutting, second by Gisselman to adopt the Resolution of the Finance Committee Approving renewal of license agreement with Windstream KDL, LLC

Yes Votes: 11 No Votes: 0 Result: PASS

97-0404

12/10/2019 7:40:22 PM

Motion by Herbst, second by Martens to adopt the Resolution of the Finance Committee Approving Second Amendment to Purchase and Development Agreement with AJR Properties - Wausau Chemical

Yes Votes: 11 No Votes: 0 Result: PASS

16-0309

12/10/2019 7:41:04 PM

Motion by Lawrence, second by Smith to adopt the Resolution Approving city's waiver of first right of refusal to purchase property at 7811 Stewart Avenue from P.I. of Schofield, Inc. to STS; consent to the assigned leases thereof, and the assignment of the Development Agreement between P.I. of Schofield, Inc. and Wausau Coated Enterprises 3, LLC

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

Deputy Chief Matt Barnes thanked the Mayor for being a good sport in the making of the snowball fight video.

Adjourn

12/10/2019 7:43:50 PM

Motion by Herbst, second by Smith to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:45 pm.

Robert B. Mielke, Mayor
Mary A. Goede, Deputy Clerk

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

INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Setting a public hearing regarding vacating and discontinuing an alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street and North 8th Street

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0104

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, it appears advisable that the following described portion of alley in the City of Wausau be vacated and discontinued:

Part of Block 1, Dunbar & Brown's Park Addition to the City of Wausau,
Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon
County, Wisconsin, described as follows:

All of the public alley in said Block 1, lying West of the West line of Lot 11, said Block 1, extended Southerly, and lying East of the West line of said Block 1.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its December 12, 2019, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City of Wausau, Marathon County, Wisconsin, on the 12th day of March, 2020, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 12, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence

Also Present: Wesolowski, Buckner, Alfonso, Niksich, Stratz

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

CONSENT AGENDA

- A. Approve minutes of the November 14, 2019 meeting**
- B. Action on Preliminary Resolution for 2020 Street Construction Projects**
- C. Action on Preliminary Resolution for 2020 Alley Paving Projects**
- D. Action on Preliminary Resolution to vacate and discontinue the alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street, and North 8th Street**
- E. Action on Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street**

Lawrence moved to approve the consent agenda items. Rasmussen seconded and the motion carried unanimously 4-0.

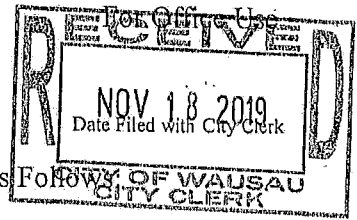
AGENDA ITEM
Action on Preliminary Resolution to vacate and discontinue the alley lying south of 912 North 9 th Street between Fulton Street, McIndoe Street and North 8 th Street
BACKGROUND
The City received a petition to vacate the remaining portion of the alley bounded by N. 8 th Street, N. 9 th Street, Fulton Street and McIndoe Street. See the attached map for the location.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the preliminary resolution to set a public hearing for the vacation of the alley.
Staff contact: Allen Wesolowski 715-261-6762

PETITION

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

A Petition For:

- ☒ Alley Vacation ☐ Sanitary Sewer ☐ Storm Sewer ☐ Other as Follows
☐ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change



cc: Engineering

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

(800 Block)
Abandonment of alley between McIndoe St. &
Fulton St.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
<i>Kathleen Webb</i>	Kathleen Webb	815 Fulton St. Wausau	10/8/19
<i>Laurie Henke</i>	Laurie Henke	816 McIndoe St. Wausau	10/9/19
<i>Lauren Jourdan</i>	Lauren Jourdan	808 McIndoe St	10/9/19
<i>Kelly McCarthy</i>	Kelly McCarthy	807 Fulton St	10/18/19
<i>Jason Tesla</i>	Jason Tesla	822 McIndoe St	10/25/19
<i>Scott Hunger</i>	Scott Hunger	811 Fulton St.	10/28/19
<i>Janet Laffin</i>	Janet Laffin	804 McIndoe	11-14-19
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AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Laurie Henke being duly sworn disposes and says that he is a resident of the affected area, residing at 816 McIndoe St. 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 sworn to before me this 20 day of November, 2020

[Signature]
Signature of City Clerk or designee

[Signature]
(Signature of Circulator)

816 McIndoe St.
(Address of Circulator)

715-459-2635 Wausau, WI
54403



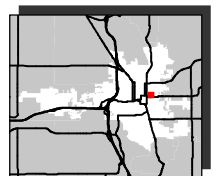
0 50 100 Feet
Map Date: November 25, 2019

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Vacation



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

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

Preliminary Resolution Levying Special Assessments for 2020 Alley Paving Project

Committee Action: Approved 4-0

Fiscal Impact: None at this time. Construction would take place in 2020 and the special assessments would be levied when the project is substantially completed.

File Number: 20-0105

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

- 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 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and
114 Kent Street

Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938
Grand Avenue, and 1942 Grand Avenue
- The public improvement shall include bituminous concrete paving.
- 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, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. 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, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 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 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 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, 2021, on the unpaid balance. (The 2019 rate was 2.71%.) 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, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2020 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 2020 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2020 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, 2021, on the unpaid balance. (The 2019 rate was 2.71%.) 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, 2021. 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 2020.
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:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 12, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence

Also Present: Wesolowski, Buckner, Alfonso, Niksich, Stratz

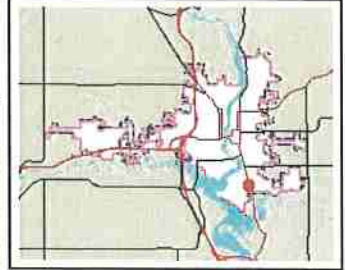
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CONSENT AGENDA

- A. Approve minutes of the November 14, 2019 meeting**
- B. Action on Preliminary Resolution for 2020 Street Construction Projects**
- C. Action on Preliminary Resolution for 2020 Alley Paving Projects**
- D. Action on Preliminary Resolution to vacate and discontinue the alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street, and North 8th Street**
- E. Action on Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street**

Lawrence moved to approve the consent agenda items. Rasmussen seconded and the motion carried unanimously 4-0.

AGENDA ITEM
Action on Preliminary Resolution for 2020 Alley Paving Projects
BACKGROUND
Petitions were received to pave the following alleys: • Alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street • Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue Approval would allow a resolution to move ahead to set a public hearing for special assessments. Abutting property owners are assessed the actual cost of the asphalt for the project.
FISCAL IMPACT
None at this time.
STAFF RECOMMENDATION
Staff recommends the preliminary resolution for special assessments be adopted and public hearing scheduled. The public hearing would be held in late January or early February.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Railroad
- Municipality

Notes

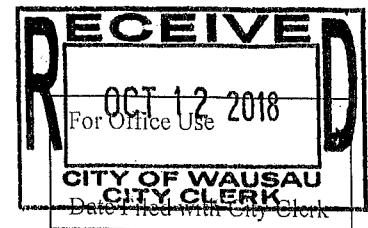
Map Created: 12/2/2019

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DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



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

A Petition For:

- ☐ Alley Vacation ☐ Sanitary Sewer ☒ Storm Sewer ☐ Other as Follows:
☒ Blacktop Paving ☐ Street Light ☐ Watermain
☐ Curb and Gutter ☐ Street Vacation ☐ Zoning Change

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

Alley adjacent to 113 ROSS:
Option 1 preferred: Install a storm sewer and Black top Alley
Option 2: Black top The Alley with a grade that allows the
storm water to drain to ROSS Ave.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. BFPEast / <i>Nick Burger</i>	BFPEast / Nick Burger	113 ROSS Ave 54403	10-11-18
2. BFPEast / <i>Nick Burger</i>	BFPEast / Nick Burger	2100-2112 Grand Ave	10-11-18
3. RL Grand Investments <i>Randy S Goedsch</i>	Randy S Goedsch	2114 Grand Ave	10/11/18
4. <i>D. Schenck</i>	Daniel L. Schenck	114 Kent St	10/11/18
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AFFIDAVIT OF CIRCULATOR

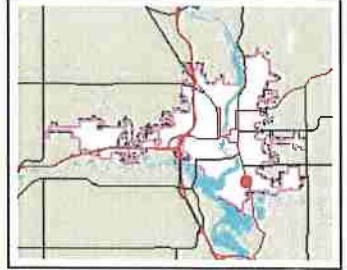
STATE OF WISCONSIN Nick Burger
CITY OF WAUSAU being duly sworn disposes and says that he is a resident of the affected
area, residing at 113 ROSS Ave 54403 (BUS. OWNER) in the City of Wausau; that he is personally
acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they
signed the same with full knowledge of the contents thereof; that their respective residences 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 sworn to
before me this 12th day of OCTOBER 20 18

Signature of City Clerk or designee

[Signature]
(Signature of Circulator)

161983 County Road 2 54403
(Address of Circulator) BUSINESS OWNER AT 113 ROSS



Legend

- Parcel
- Section Line/Number
- + Railroad
- Municipality

Notes



Map Created: 12/2/2019

50.00 0 50.00 Feet

NAD_1983_2011_WSCRS_Marathon_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

PETITION

For Office Use

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

A Petition For:

Date Filed with City Clerk

- | | | | |
|---|--|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows: |
| ☒ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change | <u>repave alley</u> |

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:

Alley to be level and a safe environment for walking and driving.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>[Signature]</u>	Michael B. Lewis	1938 GRAND AVE-	5/31/18
2. <u>[Signature]</u>	MICHAEL B LEWIS	1932 GRAND AVE.	5/30/18
3. <u>[Signature]</u>	Andrew L Rums	1930 Grand Ave	6-8-18
4. <u>[Signature]</u>	Jenna Stainbrook	1942 Grand Ave	6-13-18
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU

Diane Strou being duly sworn disposes and says that he is a resident of the affected area, residing at 114 Broadway Ave 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 sworn to
before me this _____ day of _____, 20__

(Signature of Circulator)

Signature of City Clerk or designee

(Address of Circulator)

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

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

Preliminary Resolution Levying Special Assessments for 2020 Street Construction Projects

Committee Action: Approved 4-0

Fiscal Impact: None at this time. Construction would take place in 2020 and the special assessments would be levied when the project is substantially completed.

File Number: 20-0106

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

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 street under Street Construction projects to take place in 2020:

Cedar Street from 7th Avenue to 14th Avenue
Kickbusch Street from Bellis Street to 13th 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, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. 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, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 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 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 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, 2021, on the unpaid balance. (The 2019 rate was 2.71%.) 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, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2020 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 2020 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2020 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, 2021, on the unpaid balance. (The 2019 rate was 2.71%.) 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, 2021. 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 2020.

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:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 12, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence

Also Present: Wesolowski, Buckner, Alfonso, Niksich, Stratz

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

CONSENT AGENDA

- A. Approve minutes of the November 14, 2019 meeting**
- B. Action on Preliminary Resolution for 2020 Street Construction Projects**
- C. Action on Preliminary Resolution for 2020 Alley Paving Projects**
- D. Action on Preliminary Resolution to vacate and discontinue the alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street, and North 8th Street**
- E. Action on Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street**

Lawrence moved to approve the consent agenda items. Rasmussen seconded and the motion carried unanimously 4-0.

Agenda Item No.
2B

STAFF REPORT TO CISM COMMITTEE – December 12, 2019

AGENDA ITEM
Action on Preliminary Resolution for 2020 Street Construction Projects
BACKGROUND
Cedar Street from 7 th Avenue to 14 th Avenue and Kickbusch Street from Bellis Street to 13 th Street have been included in the 2020 budget.
FISCAL IMPACT
None at this time.
STAFF RECOMMENDATION
Staff recommends the preliminary resolution for special assessments be adopted and public hearing scheduled. The public hearing would be held in late January or early February.
Staff contact: Allen Wesolowski 715-261-6762

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

Accepting Temporary Limited Easement at 1202 North 3rd Street and 1204 North 3rd Street
(Buchkoski)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0107

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Bruce Buchkoski owns property located at 1206 North 3rd Street and 1208 North 3rd Street, and

WHEREAS, in order to gain access to the back of 1206 North 3rd Street and 1208 North 3rd Street, the property owner has requested a Temporary Easement on the City's properties of 1202 North 3rd Street and 1204 North 3rd Street, and

WHEREAS, the property owner of 1206 and 1208 North 3rd Street shall maintain the improvements in the temporary easement area, and

WHEREAS, this temporary limited easement will expire December 31, 2020, at which time the temporary limited easement shall be revisited, and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on December 12, 2019 to review the proposed temporary easement and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the temporary easement agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the easement recorded in the office of the Marathon County Register of Deeds.

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 12, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence

Also Present: Wesolowski, Buckner, Alfonso, Niksich, Stratz

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

CONSENT AGENDA

- A. Approve minutes of the November 14, 2019 meeting**
- B. Action on Preliminary Resolution for 2020 Street Construction Projects**
- C. Action on Preliminary Resolution for 2020 Alley Paving Projects**
- D. Action on Preliminary Resolution to vacate and discontinue the alley lying west of 912 North 9th Street between Fulton Street, McIndoe Street, and North 8th Street**
- E. Action on Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street**

Lawrence moved to approve the consent agenda items. Rasmussen seconded and the motion carried unanimously 4-0.

Agenda Item No.
2E

STAFF REPORT TO CISM COMMITTEE – December 12, 2019

AGENDA ITEM
Action on Temporary Limited Easement with Bruce Buchkoski at 1202 and 1204 North 3 rd Street
BACKGROUND
The City owns the parcels described above. This is a renewal of an existing temporary limited easement which allows the owner of 1206 N. 3 rd Street to access the back side of his property across the City lots.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the temporary limited easement.
Staff contact: Allen Wesolowski 715-261-6762

TEMPORARY EASEMENT AGREEMENT FOR THE USE OF CITY PROPERTY FOR TEMPORARY
ACCESS TO PROPERTY OWNED BY BRUCE BUCHKOSKI

THIS AGREEMENT (the "Temporary Easement Agreement") made this ____ day of _____, 2020, by and between City of Wausau, a municipal corporation of the State of Wisconsin, herein referred to as "CITY," and Bruce Buchkoski, herein referred to as "GRANTEE".

WITNESSETH:

WHEREAS, GRANTEE wishes to establish, operate, and maintain temporary access to GRANTEE'S land over land owned by CITY at 1202 AND 1204 N. 3rd Street; and

WHEREAS, CITY will allow such access as a temporary easement on CITY's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY hereby grants to GRANTEE, at no charge, a temporary nonexclusive easement (the "Easement") over and across the area outlined on attached map at 1202 and 1204 N. 3rd Street, Wausau, Wisconsin, as delineated on "Exhibit 1" which is attached hereto and incorporated herein by reference (the "Temporary Easement Area"), for the purpose of establishing, operating, and maintaining temporary access for the benefit of the GRANTEE to land owned by GRANTEE at 1206 N. 3rd Street.
2. GRANTEE shall be responsible to maintain the improvements in the Temporary Easement Area and, if GRANTEE fails to adequately maintain the Temporary Easement Area and its improvements, CITY may provide GRANTEE with a written notice setting forth the needed repairs, improvements, or maintenance. If it is determined that work is, in fact, needed in the Temporary Easement Area and if GRANTEE does not commence such work within five (5) working days from the date of receipt of the aforesaid written notice and such failure to commence such maintenance or repair work is not due to a cause beyond GRANTEE's control, then CITY may perform such work and GRANTEE shall reimburse CITY for all costs which are reasonably incurred by CITY in performing such work.
3. GRANTEE shall maintain in effect at all times during the term of this Temporary Easement Agreement a policy of commercial general liability insurance to insure against injury to property, person, or loss of life arising out of use of the Temporary Easement Area with limits of coverage that are reasonably acceptable to CITY. GRANTEE shall provide CITY with a certificate of insurance showing that CITY is an additional insured under such commercial general liability insurance. The policy of commercial general liability insurance shall contain a supplemental endorsement covering contractual liability voluntarily assumed by GRANTEE under this Temporary Easement Agreement. No such policy of commercial general liability insurance shall be terminated except after thirty (30) days' prior written notice to CITY. At least thirty (30) days prior to the expiration of such policy of commercial general liability insurance, GRANTEE shall furnish CITY with evidence of the renewal of such policy.
4. GRANTEE agrees to release, indemnify, and hold harmless CITY, and CITY's employees, agents, and officers, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be

exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of GRANTEE or the public in connection with the use of the Temporary Easement Area; or on any adjacent premises owned by CITY and/or as a result of and/or due to the presence of CITY on the Temporary Easement Area; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

5. CITY agrees to release, indemnify, and hold harmless GRANTEE, and GRANTEE's employees, agents, officers, and officials (whether hired, appointed, or elected), from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of CITY on the Temporary Easement Area; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
6. This Temporary Easement Agreement shall be effective as of the day and year first above written and, unless earlier terminated by CITY, shall expire as of December 31, 2020, or shall terminate and become null and void should the GRANTEE no longer own the property, whichever comes first. CITY reserves the right to cancel this Temporary Easement Agreement at its sole discretion upon thirty (30) days' prior written notice to GRANTEE. Upon receipt of such notice, GRANTEE will have thirty (30) days to cease its use of the Temporary Easement Area, to remove all improvements which GRANTEE has installed on the Temporary Easement Area, and to restore the Temporary Easement Area to the condition which it was in as of the day and year first above written.
7. This Temporary Easement Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
8. All notices to either party to this Temporary Easement Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Either party may change its address for notice by providing written notice to the other party.
9. Enforcement of this Temporary Easement Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Temporary Easement Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Temporary Easement Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
10. Nothing in this Temporary Easement Agreement shall be deemed to be a gift or dedication of any portion of the Temporary Easement Area to the GRANTEE whatsoever.

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

CITY OF WAUSAU

Bruce Buchkoski

Robert B. Mielke, Mayor

Mary Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Bruce Buchkoski, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Robert B. Mielke, Mayor, and Mary Goede, Deputy Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by Anne L. Jacobson,
City Attorney for the City of Wausau,
407 Grant Street, Wausau, WI 54403-4783

SHORT STREET

N 3RD STREET

RICHARD BAUMANN
209 SHORT ST

CITY OF WAUSAU
205 SHORT ST

KENNETH KOWALSKI
1212 3RD ST

CITY OF WAUSAU
1210 3RD ST

BRUCE BUCHKOSKI
1208 3RD ST

CITY OF WAUSAU
1204 3RD ST

CITY OF WAUSAU
1202 3RD ST

BRUCE BUCHKOSKI
1206 3RD ST

DERRAN LLC
1102 3RD ST

RAILROAD TRACKS

CITY OF WAUSAU
MARATHON COUNTY, WI

PROPOSED EASEMENT



SCALE IN FEET

0 20 40

10

MAP DATE: DECEMBER 17, 2012

WAUSAU

U:\Engineering\Local\Scot\CD\CD - Easement\Scot_CD\CD - Easement.dwg 12/17/2012 3:51:48 PM City of Wausau - Engineering Department Plotted by: J.D. VanBoxel

Legal Description for Proposed Easement
City of Wausau to Bruce Buchkoski
291-2907-253-0992
291-2907-253-0993

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That part of Lot 1 of Certified Survey Map No. 6940 recorded in the Office of Register of Deeds for Marathon County in Volume 26 of Certified survey Maps on Page 133, lying Easterly of a line 25 feet Westerly of and parallel with the East line of said Lot 1;

and also;

That part of the parcel described in Document No. 1433401 recorded in the Office of Register of Deeds for Marathon County, being part of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, lying westerly of a line 6 feet Easterly of and parallel to said East line of Lot 1.

**ORDINANCE OF CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Authorizing the installation of stop signs on Randolph Street at the 12th Avenue/Stevens Drive intersection

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost and time to install signs

File Number: 20-0108

Date Introduced: January 14, 2020

WHEREAS, your Capital Improvements and Street Maintenance Committee examined the need and recommends the installation of stop signs on Randolph Street at the 12th Avenue intersection.

NOW, THEREFORE, the Common Council of the City of Wausau do ordain as follows:

Section 1. That pursuant to Section 10.01.025 of the Wausau Municipal Code the stop sign inventory maintained by the GIS department and on file in the City Clerk's office shall be amended to include:

Stop signs on Randolph Street at the 12th Avenue/Stevens Drive intersection

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Mary Goede, Deputy Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 12, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence

Also Present: Wesolowski, Buckner, Alfonso, Niksich, Stratz

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

Discussion and possible action on the stop signs at the intersection of 12th Avenue and Randolph Street

Wesolowski stated that Engineering received a request to look at the intersection of 12th Avenue, which is also Stevens Drive on the south, and West Randolph Street. Traffic counts were completed in May of 2018. Traffic counts average 3,700 cars on Stevens Drive and 2,100 cars on Randolph Street. Currently stop signs are on 12th Avenue/Stevens Drive and Randolph is the through street. There was a request for a four-way stop. There is nearly double the traffic on 12th Avenue/Stevens Drive as there is on Randolph Street. Wesolowski is proposing to switch the stop signs to Randolph Street and let the predominant traffic on 12th Avenue proceed.

Rasmussen has studied this intersection for 20 years as she lives in the area. She is all about MUTCD standards and realizes sometimes things are not warranted. She has been an advocate of not using stop signs to control speed. With the traffic flow in this area, this is an instance where the residents are right. A while back there was trouble with people running the stop sign and DPW had installed bright orange flags. The flags did no good and are now faded. Even though traffic counts are higher on Stevens than Randolph, the traffic counts were taken before the Urban West development was completed. Urban West has 64 units and is at 65% occupancy with plans to build another with 64 more apartments. Randolph Street is a key corridor to and from Wausau West and Thomas Jefferson Elementary. If traffic counts were done during the summer, they might not be quite an accurate depiction of the other nine months of the year. Traffic is up with Urban West opening and the corner is an accident waiting to happen. She has heard stories of City buses that have near misses. Residents that live on 12th Avenue will attest to the fact that they hear tires squeal every day. It does not matter which leg of the intersection; there is fault to go around. She does not feel there is enough traffic for a light. When Urban West was first planned, the neighbors at the Village were demanding a traffic light. This is not a situation where lighted traffic controls are needed but some type of control in both directions is needed. If the stop signs were switched, it would take quite a few incidents for people to change their pattern and realize that Randolph Street traffic now has to stop. The speed pattern of Stevens Drive traffic shows a top speed of 58 MPH. When traffic comes off of Merrill Avenue they have quite a head of steam by the time they get to Randolph. It is not quite as bad south of Randolph as PD is good about speed enforcement near Wausau West.

Rasmussen moved to authorize the installation of stop signs on Randolph Street and leave the stop signs on 12th Avenue in place. Seconded by Lawrence.

Buckner provided intersection related crash activity since 2013. This does not tell if the predominant issue was cars traveling north/south on Stevens Drive/12th Avenue or if it is on the Randolph Street side. Rasmussen stated it is telling that half of the accidents had injuries and were not just little fender benders. People are getting hurt and a four-way stop makes sense. The Village Cooperative asked for it after they moved in but the traffic counts were not dense enough. After Urban West there is more traffic that will only increase with a second building. If we do not do this we will be in the same predicament in two years.

There being a motion and a second, motion to authorize the installation of stop signs on Randolph Street and leave the stop signs on 12th Avenue in place carried unanimously 4-0.

AGENDA ITEM
Discussion and possible action on the stop signs at the intersection of 12 th Avenue and Randolph Street
BACKGROUND
City staff had received a complaint regarding the intersection of 12th Avenue and Randolph Streets sometime in 2018. The complaint stated the intersection was unsafe and a 4 way stop should be put in place. At that time, staff did traffic counts at the intersection. The results of the traffic counts are attached. Another complaint was received in November of 2019. The current layout of the intersection is a two way stop with the stop signs on the N. 12th Avenue/Stevens Drive legs of the intersection. West Randolph Street traffic does not have stop signs. In accordance with Chapter 2B of the Manual of Uniform Traffic Control Devices (MUTCD), stop controls should be placed on the intersecting street with less volume unless variables such as stopping sight distance or high pedestrian counts warrant stop sign on the higher volume street. In this case, these variables do not apply. Also, in this instance, the criteria for a 4 way stop are not met.
FISCAL IMPACT
Minimal, staff time to change the stop sign locations.
STAFF RECOMMENDATION
Staff recommends changing the stop condition to the West Randolph leg of the intersection. West Randolph is the lower volume street.
Staff contact: Allen Wesolowski 715-261-6762

DOCTNMBR	ACDDATE	COUNTY	MUNICIPALITY	ONSTR	ATHWY	ATSTR	ACDSVR	TOTVEH	VEHTYPE1	DRVRDO1	DRVRDO2
F928XJX	1/28/2013	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	PD		2 CAR	GO STR	GO STR
F91WTDG	2/27/2013	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	INJ		2 CAR	GO STR	GO STR
F926PP9	2/28/2014	MARATHON	WAUSAU	W RANDOLPH ST		N 12TH AV	PD		2 CAR	GO STR	GO STR
F8W4V02	11/10/2014	MARATHON	WAUSAU	W RANDOLPH ST		N 12TH AVE	PD		2 TRK UT	GO STR	GO STR
F8WB1JN	11/28/2014	MARATHON	WAUSAU	N 12TH AVE		W RANDOLPH ST	PD		1 CAR	SL/ST	
F8R5L6R	5/26/2015	MARATHON	WAUSAU	N 12TH AVE		W RANDOLPH ST	INJ		2 CAR	GO STR	GO STR
F8W0DQ0	10/16/2015	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	INJ		2 CAR	GO STR	GO STR
F8WD8TJ	10/21/2015	MARATHON	WAUSAU	N 12TH AV		W RANDOLPH ST	PD		2 CAR	GO STR	GO STR
F96XX69	11/23/2015	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	INJ		2 CAR	GO STR	GO STR
F971W79	10/12/2016	MARATHON	WAUSAU	STEVENS DR		W RANDOLPH ST	INJ		2 CAR	SL/ST	STOPED
4TL0Z426N6	1/18/2017	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	PD		2 CAR	BLNK	BLNK
4TL0XVN0K2	6/21/2017	MARATHON	WAUSAU	STEVENS DR		W RANDOLPH ST	INJ		1 CAR	BLNK	BLNK
4TL0XZ4296	1/25/2018	MARATHON	WAUSAU	N 12TH AVE		W RANDOLPH ST	PD		2 CAR	SL/ST	OTHR
4TL0Z2T5NT	3/14/2018	MARATHON	WAUSAU	W RANDOLPH ST		STEVENS DR	INJ		2 CAR	GO STR	LT TRN
4TL0Z6J8XX	6/26/2018	MARATHON	WAUSAU	N 12TH AVE		W RANDOLPH ST	PD		2 CAR	GO STR	GO STR
	2/28/2019	MARATHON	WAUSAU	12th/Randolph/Stevens		12th/Randolph/Stevens					
	4/27/2019	MARATHON	WAUSAU	12th/Randolph/Stevens		12th/Randolph/Stevens					
	7/17/2019	MARATHON	WAUSAU	12th/Randolph/Stevens		12th/Randolph/Stevens					

RED = new from RMS

BLACK = WI Trans Portal

Lori Wunsch

From: Andrea Schroeder <amschroeder2@gmail.com>
Sent: Wednesday, November 6, 2019 7:39 AM
To: Lori Wunsch; Robert Mielke; Ric Mohelnitzky
Subject: 12TH & Randolph

Greetings -

This intersection needs to change to a four way stop! I drive through this intersection everyday and at LEAST twice a week I either have to slam on my brakes at an attempt to stop to avoid a crash or blow my horn at a near miss.

I know I am not the first to raise an issue about this intersection. I know you've completed "studies" that indicate a four-way stop is not warranted. I know you've put up faded out orange flags attached to the stops signs on Stevens Dr. That is not fixing the problem.

Please make a change to this intersection!!

Sincerely,
Andrea Schroeder

November 11, 2019

Beege Xiong
1406 Silver Spring Street
Wausau, WI 54401

Dear Mayor Rob Mielke,

I am a resident of District 7 in the City of Wausau and I am writing this letter to express my concern for the intersection of Randolph Street and North 12th Ave/Stevens Drive. My mother was recently involved in a traffic accident on Tuesday, November 5, 2019 at approximately 2:55 PM, while traveling westbound on Randolph Street. Another driver, heading northbound on North 12th Ave., ran the stop sign and collided with my mother's 2006 Toyota Sienna. She was transported to Aspirus Wausau Hospital via ambulance.

This is the second accident that has happened to one of my family members at that particular intersection. Earlier this year in March of 2019, my son was traveling eastbound on Randolph Street and was hit on the driver side door when a driver, headed southbound on North 12th Ave., ran the stop sign. Additionally, I have personally witnessed another traffic accident at this location, although I cannot recall the specific date. Personally, I have had a couple of situations where I was almost involved in an accident, but slowed down before crossing the intersection while on Randolph Street, and yielded to other vehicles. My husband has also had many close calls at this location, with the most recent occurring on Friday, November 8, 2019. I've even noticed city vehicles cross this intersection, after stopping, thinking this was four-way stop, and almost colliding with traffic on Randolph Street that had the right of way!

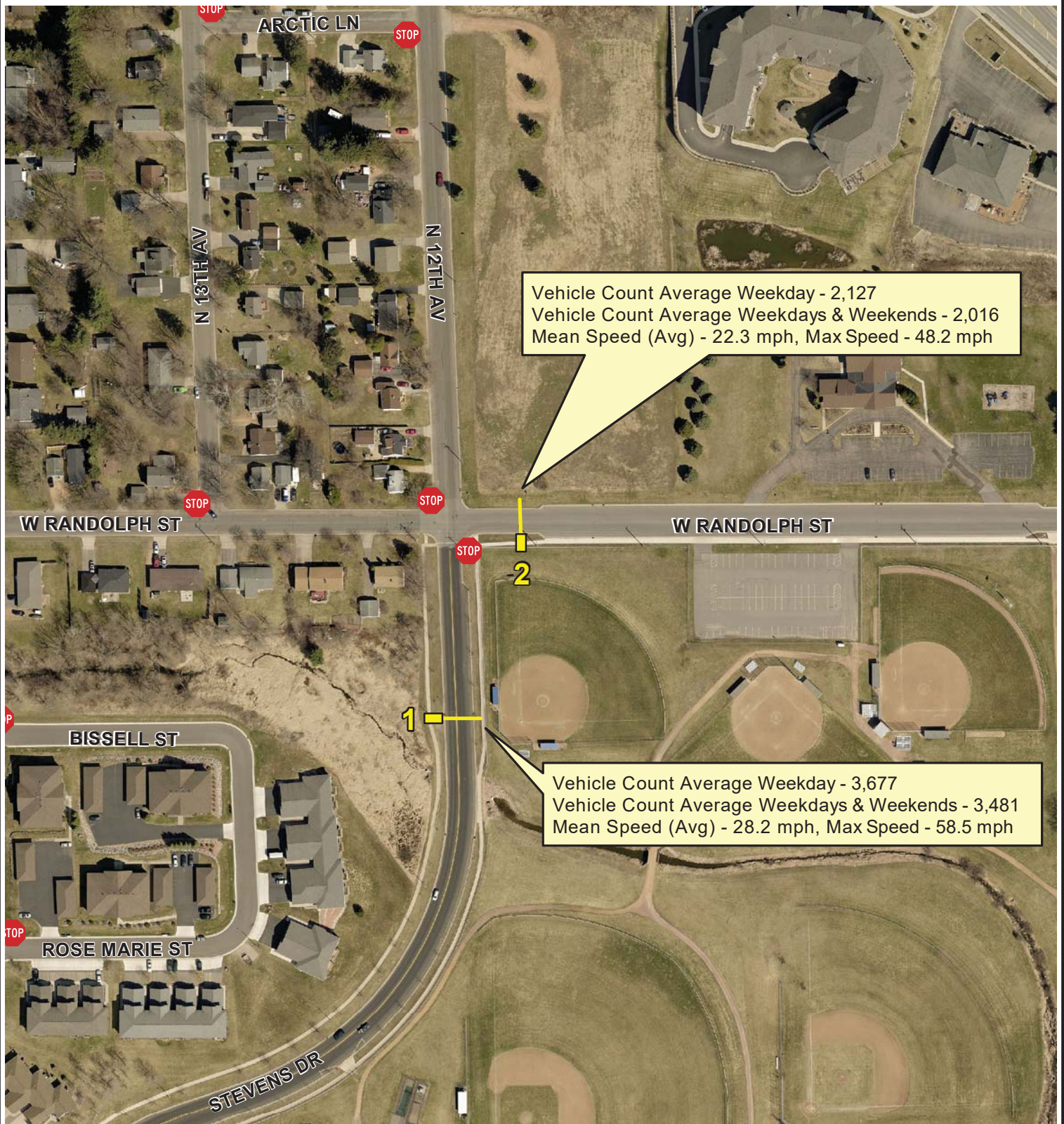
This intersection is very dangerous, and I request that either a sign stating "Cross traffic does not stop" be posted on North 12th Avenue by both of the stop signs, or a new sign post be installed with flashing lights in addition to a "Cross traffic does not stop" sign.

Please consider my request for additional or new signage to help ensure that drivers are more safe and vigilant.

Best regards,

A handwritten signature in black ink that reads "Beege Xiong". The signature is written in a cursive, flowing style with a long horizontal stroke extending to the right.

Beege Xiong



Traffic Counter Location

City of Wausau, Wisconsin

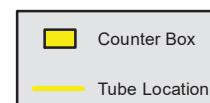
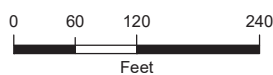


Counters Set-up On

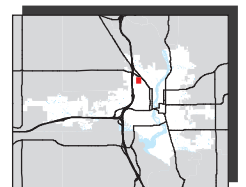
May 8th, 2018 after 2:00 pm

Counters Removed On

May 17th, 2018 after 9:15 am



Map Location



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

RESOLUTION OF THE PLAN COMMISSION

Approving the Specific Implementation Plan at 1930 East Crabtree Drive in a PUD, Planned Unit Development District, to allow for a service building.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 19-1010

Date Introduced: January 14, 2020

WHEREAS, on December 17, 2019, the Plan Commission considered a request to approve the specific implementation plan at 1930 East Crabtree Drive in a UDD, Unified Development District to allow for a service building; and

WHEREAS, the orientation of the building was to prevent the removal of some large trees; and

WHEREAS, the proposed development would provide for a centralized service building for the multifamily properties in the immediate vicinity; and

WHEREAS, the proposed location of the service building on the site would allow for the future development of streets, residential structures and common open space in a future phase of the development; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the specific implementation plan at 1930 East Crabtree Drive in a PUD, Planned Unit Development District, for a service building, as presented.

Approved:

Robert B. Mielke, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 17, 2019, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Robert Mielke, Eric Lindman, Gary Gisselman, Patrick Peckham, Bruce Bohlken, Ron Zahrt

Others Present: Brad Lenz, Brad Sippel, Melissa Engen, Tom Neal, Michael Martens, Lisa Rasmussen, Andrew Dane, Garret Perry, Chris Schock

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

Mayor Mielke called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on approving the Precise Implementation Plan at 1930 East Crabtree to allow for a service building.

Sippel said that the UDD zoning was approved in September. The precise implementation plan is for Phase I of the project for a service building. In the staff report, it was outlined that the orientation was skewed due to older trees on the property. This phase will not inhibit the future planning for through streets. Staff recommends approval.

Bohlken motioned to approve the precise implementation plan at 1930 East Crabtree to allow for a service building. Peckham seconded, and the motion carried unanimously 6-0. This item will go to Common Council on January 14, 2020.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Sippel, Assistant Planner
DATE: December 11, 2019

GENERAL INFORMATION

APPLICANT: Thomas Monk (RMCM Partnership, LLC)
LOCATION: 1930 E Crabtree Drive
EXISTING ZONING: UDD, Unified Development District
REQUESTED ZONING: Approve Precise Implementation Plan
PURPOSE: To develop a service building for adjacent multifamily housing
EXISTING LAND USE: Undeveloped/wooded
SIZE OF PARCEL: Approximately 4.46 acres

SURROUNDING ZONING AND LAND USE:

North: **R1**, Single Family Residence District; Undeveloped
South: **R4-1**, Limited General Residence District; Undeveloped
R4-2, Medium Density Residence District; Multifamily residences
East: **Village of Maine**; Undeveloped
West: **Village of Maine**; Open Space (Botanical Gardens)

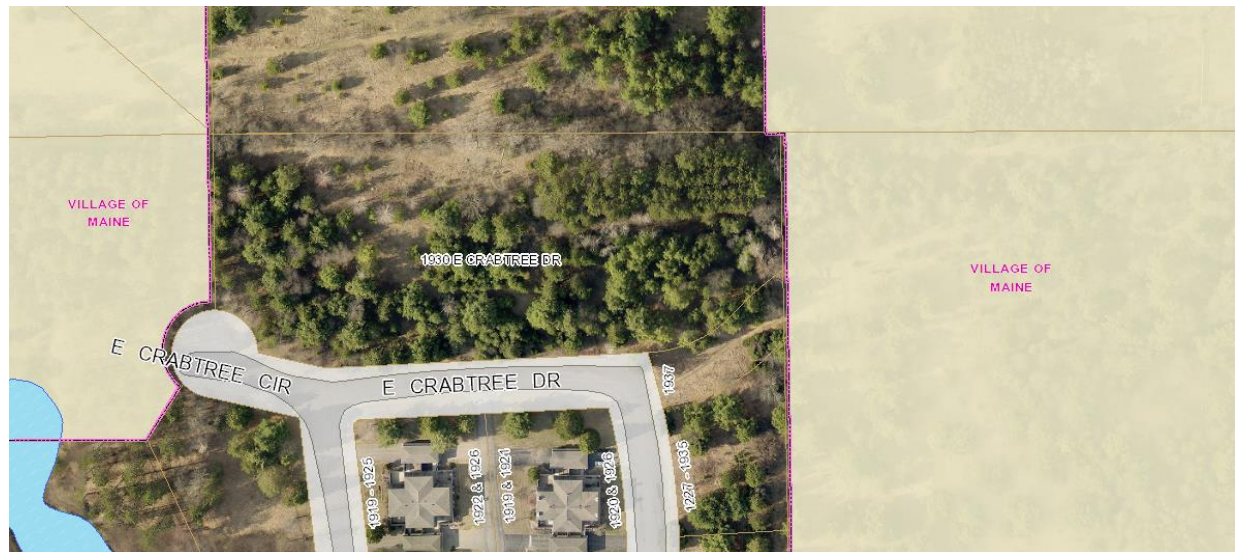
See attached map

SUMMARY

The RMCM Partnership is seeking approval to build an accessory service building. The applicant plans to build the service building that would be used for all of the RMCM properties in the area as phase 1, and follow that with new multifamily residences as phase 2. The requested PIP approval would cover the location of the service building and driveway/parking area for the

building. The applicant stated that the orientation of the building was to prevent the removal of some large trees.

Future phases would need a separate PIP approval at that time. The UDD zoning was approved in September of 2019. At that time staff recommended that the future precise implementation plan continues existing public streets through the proposed development to allow for future street connectivity to the north, providing common open space, and using design to minimize pavement used for driveways and parking to conserve natural features of the parcel to the extent possible.



ANALYSIS

The criteria applicable to a UDD are:

23.65.010 Statement of intent. The purpose of the unified development district is to promote the maximum benefit from coordinated area site planning, diversified location of structures and mixed compatible uses in developments conceived and implemented as comprehensive and cohesive unified projects. It is further intended to encourage and facilitate the conservation of open land and other natural features such as woods, streams, wetlands, etc., as integral components of a balanced ecology. To this intent the regulations provide for the development of land on the basis of comprehensive and coordinated site plans for a specific project development, regulated by objective criteria rather than through the application of fixed formulas, thereby allowing for greater flexibility and improved quality of environmental design. Such district may be established only with the consent of the owners of the land affected.

23.65.040 Criteria for approval. The approval of a unified development proposal shall be based upon determination as to compliance with the following criteria:

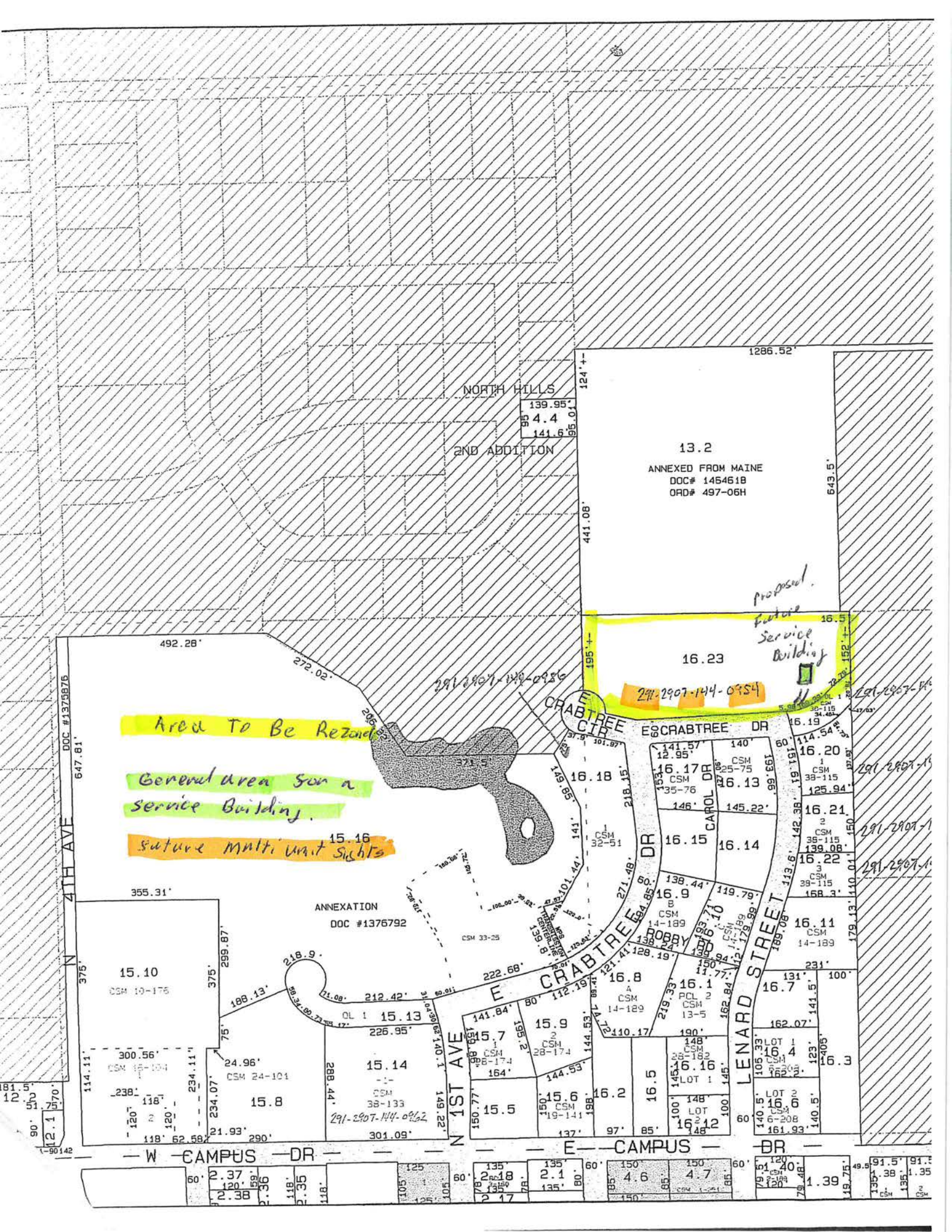
- (a) That the proposed development is consistent with the spirit and intent of these regulations, has been prepared with competent professional advice and guidance and produces significant benefits in terms of improved environmental design to justify the application of the unified development concept;*

- (b) That the site development plan reflects sensitive consideration of the physical nature of the site with particular concern for conservation of natural features, preservation of open space and careful shaping of terrain to minimize scarring, and insures proper drainage and preservation of natural terrain wherever appropriate;*
- (c) That the general character and intensity of use of the development produces an attractive environment appropriate to the uses proposed, and is compatible with existing development in the surrounding area and with general community development plans and policies;*
- (d) That the development can be provided with appropriate municipal services and would not conflict with or cause overload on such facilities as schools, highways, police, fire or utility services;*
- (e) That proposed design standards provide adequately for practical functioning and maintenance, based on actual functional need, in terms of circulation, parking, emergency services, delivery services and snowplowing;*
- (f) That adequate provision has been made to insure proper maintenance and preservation of any common areas provided for the recreation and esthetic enhancement of the development.*

Staff Comments: The proposed development would provide for centralized service building for many of the multifamily properties in the immediate vicinity. The proposed location of the service building on the site would allow for the future development of streets, residential structures, and common open space in a future phase of the development.

RECOMMENDATION

Approve the Precise Implementation Plan for the service building. Lighting and landscaping plans should be submitted with permit application.



Area To Be Rezoned

General area for a
service building.

Future Multi Unit Sights

13.2
ANNEXED FROM MAINE
DOC# 1454618
ORD# 497-06H

Proposed
Future
Service
Building

ANNEXATION
DOC #1376792

15.10
CSM 10-176

15.8
CSM 24-101

15.14
CSM 38-133

15.7
CSM 28-174

15.5
CSM 19-141

16.1
CSM 13-5

16.4
CSM 16-208

16.3
CSM 16-208

W CAMPUS DR

E CAMPUS DR

LENARD STREET

1ST AVE

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

CRABTREE DR

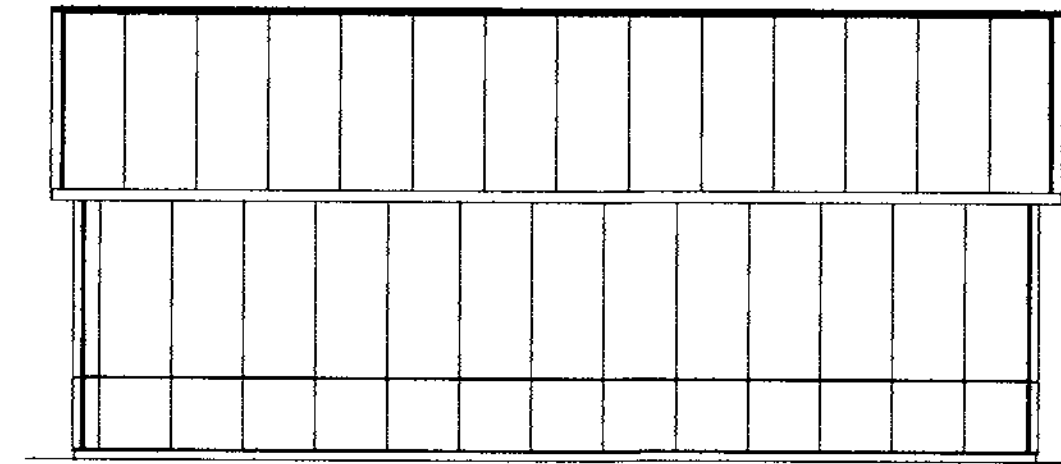
CRABTREE DR

CRABTREE DR

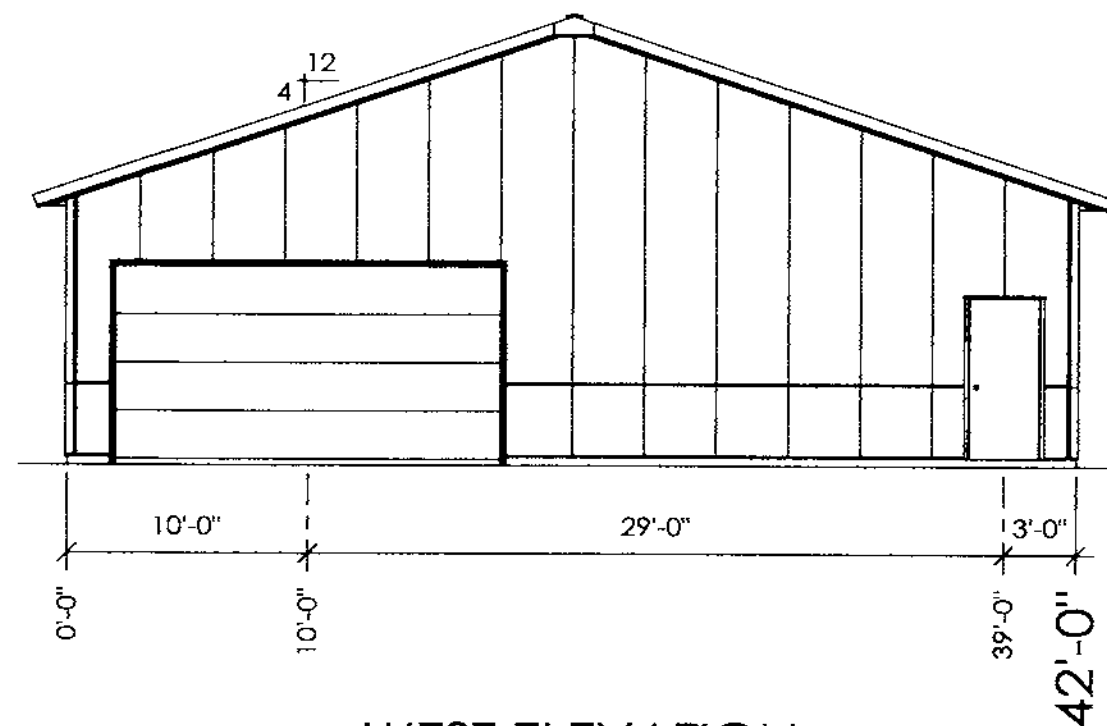
CRABTREE DR

DESIGN AND EXPLANATORY NOTES

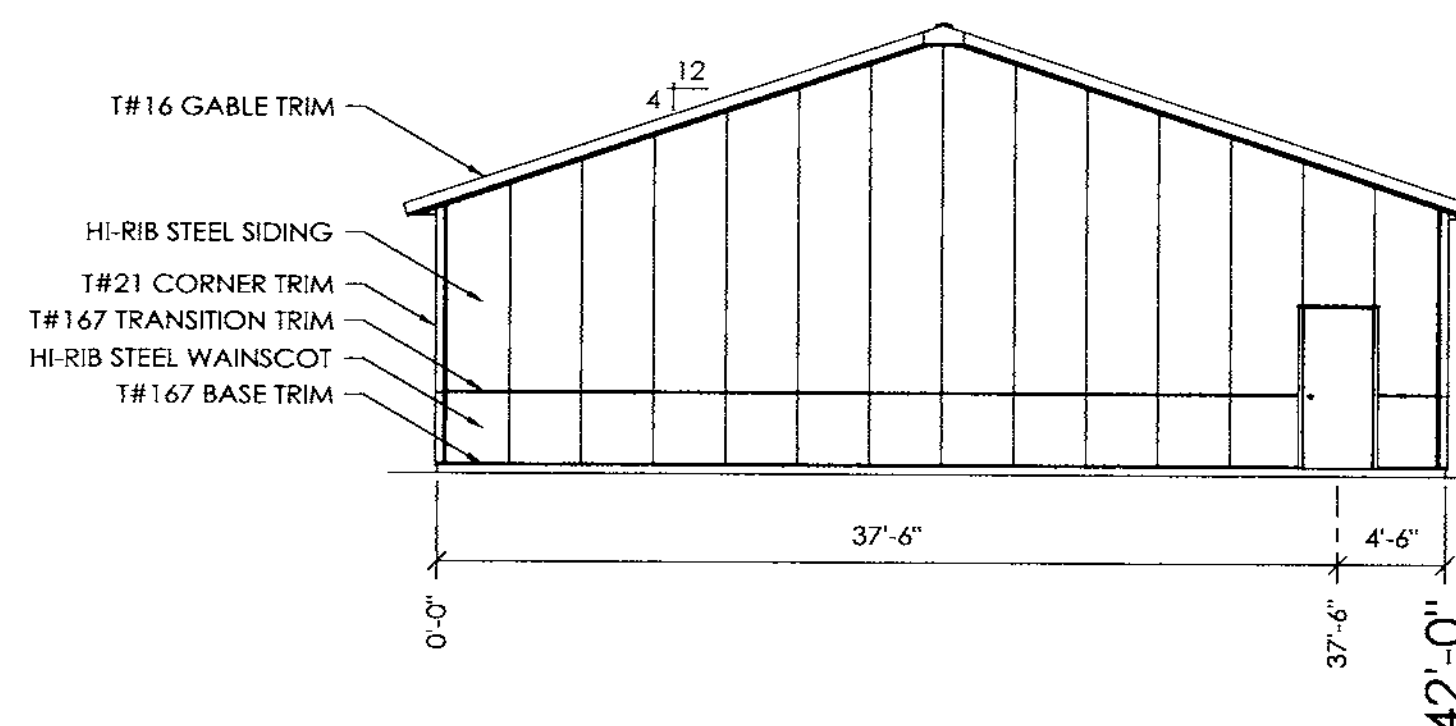
1.) EXTERIOR DOOR AND WINDOW LOCATIONS ARE TAKEN FROM THE EXTERIOR FACE OF THE NAILERS AND ARE TO THE CENTER OF THE DOOR AND WINDOW UNITS. VERIFY ALL DOOR AND WINDOW LOCATIONS WITH THE OWNER.



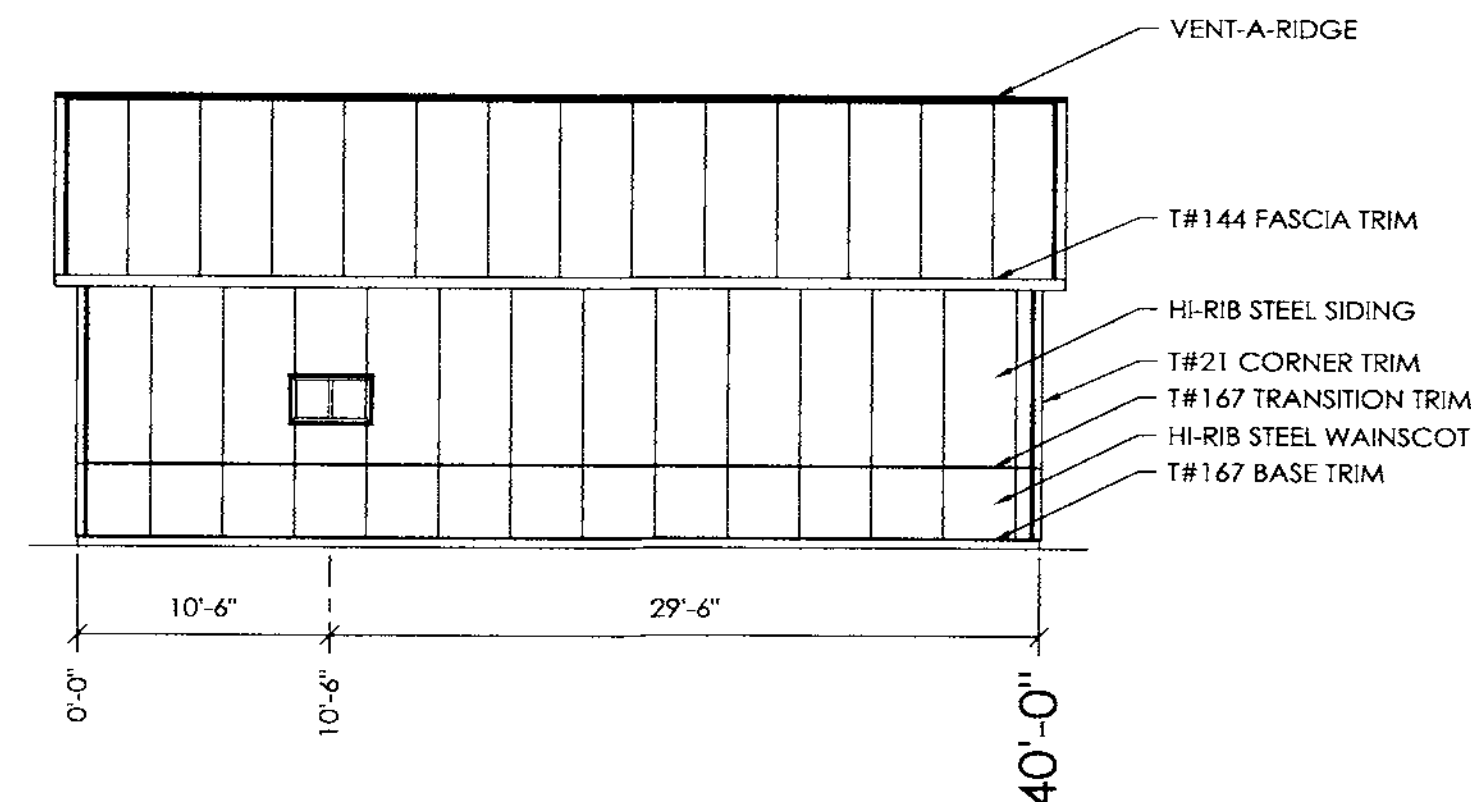
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

SCALE: 1" = 4' 2" = 8' 16'

OFFICE: KAUKAUNA, WI

JOB NO. 095-093455

RMCM PARTNERSHIP LLC
WAUSAU, WI

WI **ALLIED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.**
100 S. PERSHING P.O. BOX 110 MORTON, IL 61550
PHONE NUMBER: 309-263-4105

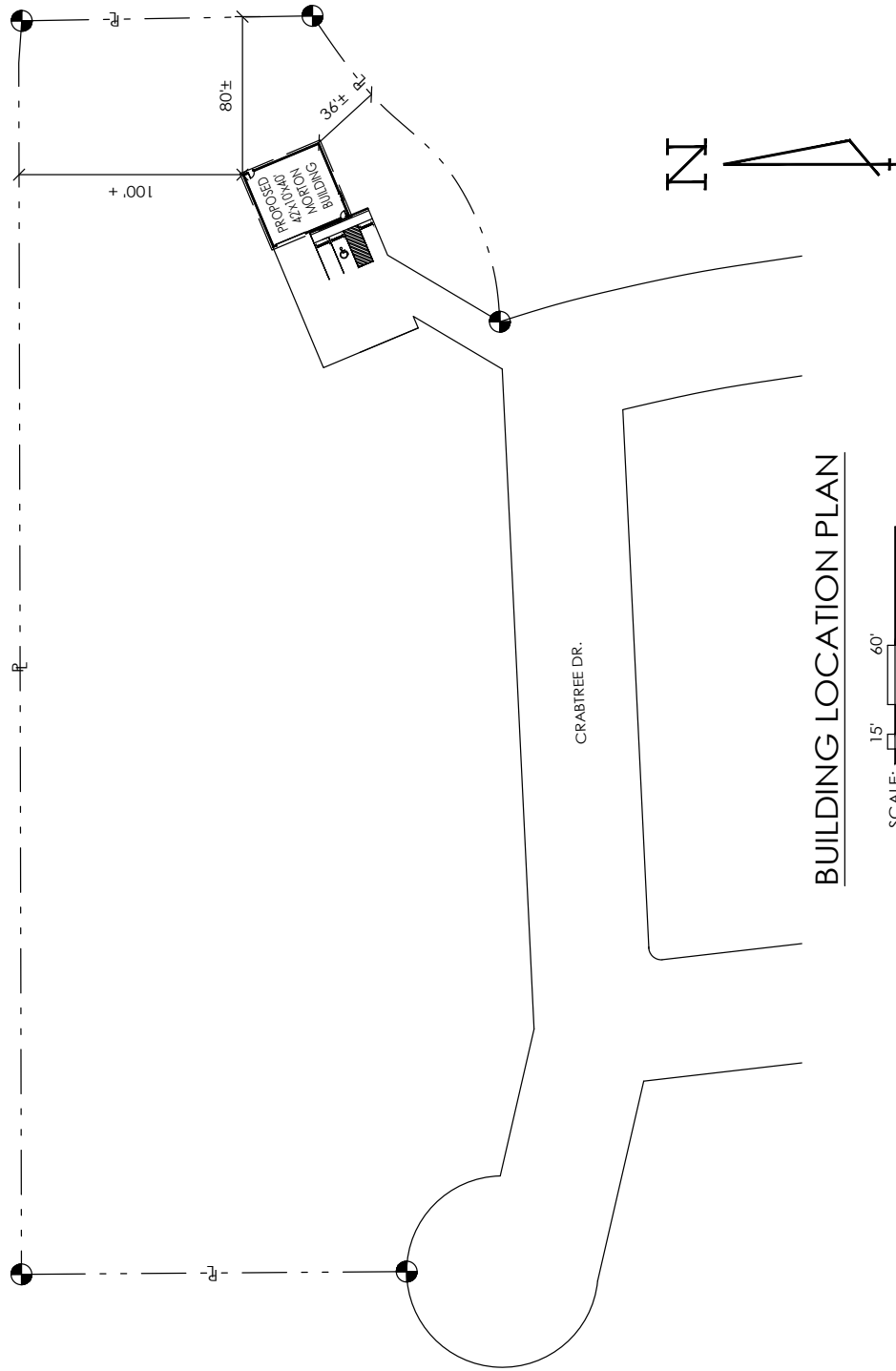
DRAWN BY:	MILICH
DATE:	10/28/2019
CHECKED BY:	RLT
DATE:	11/4/2019
REVISED DATE:	----
REVISED DATE:	----
REVISED DATE:	----
REVISED DATE:	----



SCALE: AS NOTED

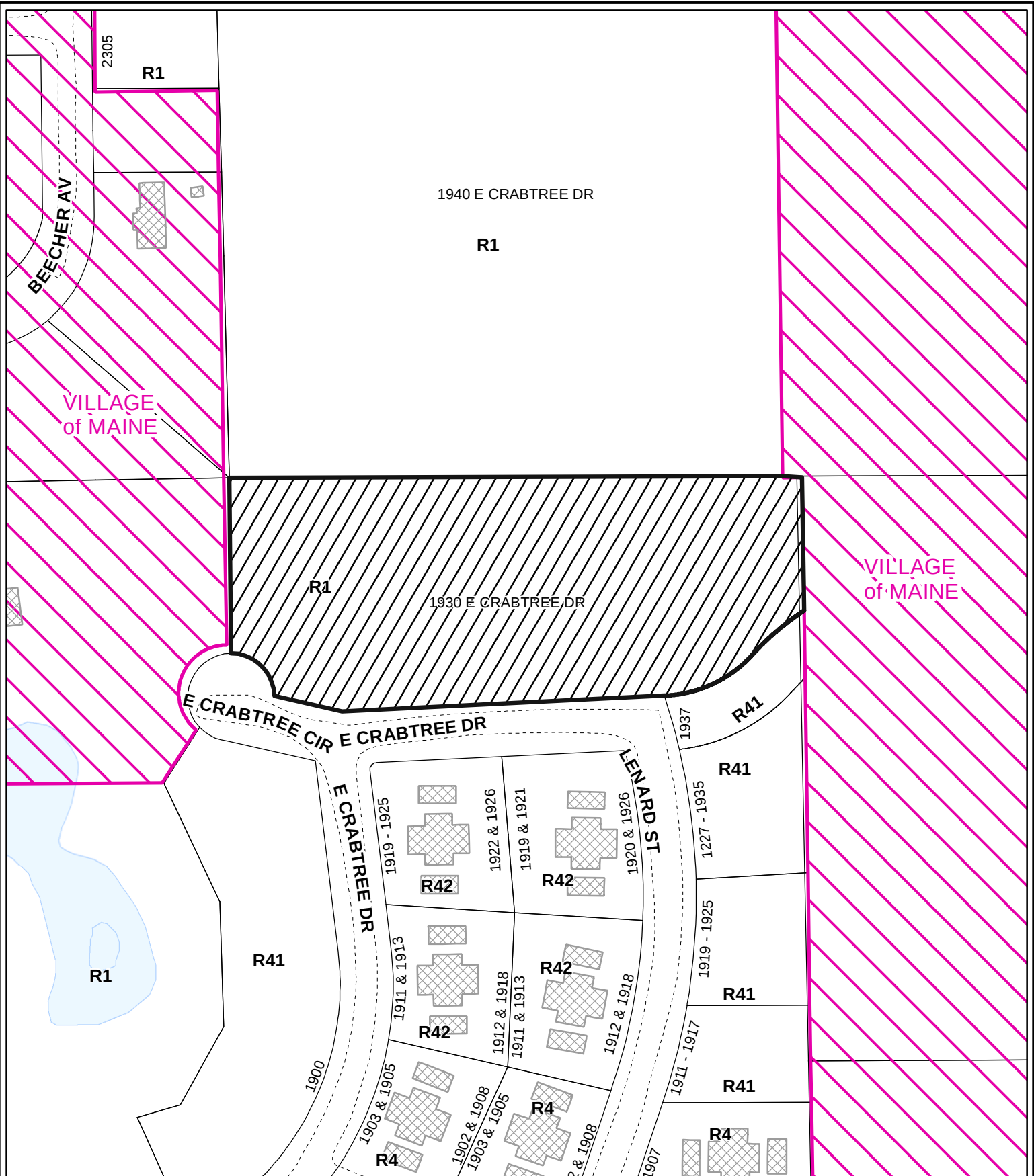
SHEET NO.

S3 OF S5



BUILDING LOCATION PLAN

SCALE: 1" = 15'
7.5' 30' 60' 120'



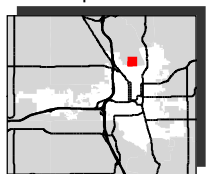
Map Date: August 29, 2019

City of Wausau
Marathon County Wisconsin

0 100 200
Feet

Area of Interest
 Building

Map Location



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: 19-0108

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its December 16, 2019 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Robert B. Mielke, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

December 16, 2019 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation: Operators License** - Lapsed Renewal for **Peyton Stefan**: Two OWI convictions since 2017. One of the OWI arrests occurred in the parking lot of the bar she was managing after she struck another car in the parking lot. *(Submitted evidence of rehabilitation on Friday, 12/13/19, scanned and forwarded to Chief Bliven.)*
2. **Class I Special Events**: Wausau Events for 2020 - **Concerts on the Square**, Wednesdays, June 3rd thru August 19th; **Balloon Rally/Rib Fest**, July 9th – 12th; and **Big Bull Falls Blues Fest**, August 21st – 22nd

STAFF RECOMMENDATION

Staff recommendation is to approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: December 13, 2019

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 16, 2019, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Peckham, Herbst, and McElhaney (*entered late*)

Others Present: Alfonso, Rayala, Goede, Barteck, Bliven, Mielke

Consider approval or denial of various license applications

Rasmussen stated there is one denial recommendation of an Operator's License for Peyton Stefan, who has the right to address the committee.

Peyton Stefan appealed to the committee stating she submitted rehabilitation documents last week for the Police Chief to review, which included: a personal letter, proof of her OWI assessment & rehabilitation she attended- a driver's safety class at NTC, proof of payment of the first OWI, and a payment plan for the second one. She indicated she also submitted her school transcripts showing she is enrolled in the Dental Hygiene Program at NTC, to show she has placed her time elsewhere and doing constructive things with her life. She commented since she stopped drinking she joined a gym and does personal training to occupy her time. She asked for forgiveness for the decisions she made in 2017 and that she has done a lot of growing up since then. She pointed she has not ever had any other alcohol related offense. She stated a license would allow her to take on more managerial positions in the establishments where she works.

Chief Bliven stated he reviewed all the evidence of rehabilitation she provided and felt it was compelling. He found that in most cases that he reviews the accountability piece is missing, but he felt that Peyton has hit the mark with taking accountability. Lawrence requested Peyton Stefan be removed from the batch to vote on separately.

Motion by Lawrence, second by Peckham to approve the Operator's License for Peyton Stefan. Motion carried 5-0.

Alfonso cautioned Ms. Peyton that the committee does not normally reverse the recommendation, so if she were to get arrested again her license could be revoked.

Motion by Lawrence, second by Peckham to approve or deny all the other licenses as recommended by staff. Motion carried 5-0.



PHS Date 12/16/2019

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
129256	9010 - Bartender/Operator New	BUSHAR, BOWE	102 S 3RD AVE APT 3 WAUSAU WI 54401		CALLON STREET PUB	11/26/2019	06/30/2020	Yes	Yes	
129275	9010 - Bartender/Operator New	DAHL, JACQUELINE	213 MYRON ST WAUSAU WI 54401		VARIOUS LOCATIONS	11/27/2019	06/30/2020	Yes	Yes	
129336	9010 - Bartender/Operator New	EBERLEIN, THOMAS	3210 N 12TH ST WAUSAU WI 54403		WAUSAU CURLING CENTER	12/04/2019	06/30/2020	Yes	Yes	
129352	9010 - Bartender/Operator New	FOSTERLING, ROBERT	3808 TROY ST APT 4 WAUSAU WI 54403		BOB & RANDY'S	12/05/2019	06/30/2020	Yes	Yes	
129044	9010 - Bartender/Operator New	GOSCH, JEFF	921 GOLF CLUB ROAD WAUSAU WI 54403		KWIK TRIP #601	11/13/2019	06/30/2020	Yes	Yes	
129037	9010 - Bartender/Operator New	KOPPLIN, STEVEN	2218 FAWN AVE SCHOFIELD WI 54476		RSTORE #5	11/12/2019	06/30/2020	Yes	Yes	
129223	9010 - Bartender/Operator New	PEREZ, LISA	316 WASHINGTON ST WAUSAU WI 54403		Cabaret	11/22/2019	06/30/2020	Yes	Yes	
129188	9010 - Bartender/Operator New	SIMS, KATHERINE	1320 GRAND AVE #215 WAUSAU WI 54403		WALGREEN'S STORE #07009	11/20/2019	06/30/2020	Yes	Yes	
131100	9012 - Bartender/Operator 2-Yr Lapsed	JONES, JERRY	634 1/2 WERLE AVE WAUSAU WI 54401		THE GREAT DANE PUB & BREWING CO.	12/11/2019	06/30/2021	Yes	Yes	
114471	9012 - Bartender/Operator 2-Yr Lapsed	KOMOROWSKI, CHRIS	3018 SPRINGDALE AVE WAUSAU WI 54401		Cruisin1724	12/11/2019	06/30/2021	Yes	Yes	
102718	9012 - Bartender/Operator 2-Yr Lapsed	NEVILLE, JAYME	1501 N 4TH ST WAUSAU WI 54403		R STORE #8	11/26/2019	06/30/2021	Yes	Yes	
102996	9012 - Bartender/Operator 2-Yr Lapsed	SCHREINER, SARAH	219 RESERVOIR AVE WAUSAU WI 54401		HOLIDAY GAS STATION	11/15/2019	06/30/2021	Yes	Yes	
129273	9012 - Bartender/Operator 2-Yr Lapsed	STEFAN, PEYTON	1433 SPRING ST SCHOFIELD WI 54476		HIAWATHA LOUNGE	11/27/2019	06/30/2021	No	Yes	



PHS Date 12/16/2019

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
118426	9020 - Public Transport Driver Renewal	JONES, JERRY	634 1/2 WERLE AVE WAUSAU WI 54401		NORTHWOODS CAB	12/11/2019	06/30/2020	Yes	Yes	
129029	9026 - Class I	NOWAK, MADISON	316 SCOTT ST WAUSAU WI 54403	2020 CONCERTS ON THE SQUARE on EVERY WEDNESDAY FROM JUNE 3RD, 2020 TO AUGUST 19TH, 2020 Organized by WAUSAU EVENTS						Yes
129030	9026 - Class I	NOWAK, MADISON	316 SCOTT ST WAUSAU WI 54403	2020 BALLOON & RIB FEST on JULY 9TH, 2020 TO JULY 12TH, 2020 Organized by WAUSAU EVENTS						Yes
129031	9026 - Class I	NOWAK, MADISON	316 SCOTT ST WAUSAU WI 54403	2020 BIG BULL FALLS BLUES FEST on AUGUST 21-22, 2020 Organized by WAUSAU EVENTS						Yes
129192	9080 - Public Transport Driver New	DUXBURY, JASON	109 N 7TH ST WAUSAU WI 54403		ALL AMERICAN TAXI	11/20/2019	06/30/2020	Yes	Yes	

Total Licenses

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *BID (Business Improvement District) Board*

File Number:

19-1203

Date Introduced:

December 10, 2019

BID (Business Improvement District) Board

REAPPOINTMENTS:

Robb Shepherd (2)	324 Scott St	2 Yr. Term Exp. 12/31/21	715-845-5432
Alfred Nakhla (6)	303 S 1st Ave	2 Yr. Term Exp. 12/31/21	715-845-4301
Robin Bucholz (1)	201 Jefferson St	2 Yr. Term Exp. 12/31/21	715-845-6500
Dave Johnson (2)	3125 9th St	2 Yr. Term Exp. 12/31/21	715-848-7166

- (N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Robert B. Mielke, Mayor



MEMORANDUM

DATE: December 31, 2019

TO: Mary Goede, Deputy City Clerk

FROM: Mayor Robert Mielke 

RE: Appointment to Business Improvement District (BID) Board

CC: Blake Opal-Wahoske - Wausau River District

Following are re-appointments I wish to make to the BID Board. Please prepare this for the 1/14/20 City Council Agenda. If you have any questions, feel free to reach out to me. Thank you.

Re-Appointment BID (Business Improvement District) Board:

Robb Shepherd (Term expires 12/31/21)
324 Scott Street
Wausau, WI 54403 715-845-5432

Alfred Nakhla (Term expires 12/31/21)
303 S. 1st Avenue
Wausau, WI 54401
715-845-4301

Robin Bucholz (Term expires 12/31/21)
201 Jefferson Street
Wausau, WI 54403
715-845-6500

Dave Johnson (Term expires 12/31/21)
3125 9th Street
Wausau, WI 54401
715-848-7166

Thank you.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2019 budget modification to Public Works Winter Maintenance and Increasing Interest Income

Committee Action: Approved 5-0

Fiscal Impact: No Increase in the budget

File Number: 18-1109

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Increase in Interest Income</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

WHEREAS, the Public Works winter maintenance budget was nearly exhausted due to the heavy snowfalls in the winter of 2019; and

WHEREAS, early accumulating snowfalls during the Thanksgiving holiday have depleted the budget with the month of December yet to manage; and

WHEREAS, the City earned significantly more interest income in 2019 due to the increasing interest rates providing additional funding for the budget; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification as follows:

Increase:	Interest Income	110-3088110	\$300,000
Increase:	Winter Maintenance Motor Pool	110-102592000	\$250,000
Increase	Winter Maintenance Salt	110-102594540	\$ 50,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Robert B Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, December 10, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Barnes, Bliven, Barteck, Jacobson, Mielke, Lindman, Goede

Discussion and possible action regarding budget modification increasing interest income and Public Works winter maintenance budget \$300,000

Martens questioned if this \$300,000 will carry through the end of the year. Groat stated that is what is anticipated, but it is hard to predict how much snow will fall.

Motion by Smith, second by Lawrence to approve the budget modification. Motion carried 5-0.

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Approving Agreement for Crossing Guard Services with All City Management Services, Inc.

Committee Action: HR: Approved 3-1
 Finance: Approved 5-0

Fiscal Impact: \$140,190

File Number: 12-0107

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Police Budget</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$140,190</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: \$44,000 Wausau School District</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Police Department has historically encountered challenges in staffing and meeting the needs of the crossing guard program; and

WHEREAS, in 2011, the city contracted with All City Management Services, Inc. for the provision of outsourced crossing guard services for a three year period; however, due to several circumstances, the contract was terminated effective June 4, 2012; and

WHEREAS, crossing guard staffing concerns are becoming a challenge once again; and

WHEREAS, the city would like to enter into an agreement with All City Management Services, Inc. for crossing guard services; and

WHEREAS, the Wausau School District supports this change and is willing to contribute \$44,000 to fund the privatization which eliminates any additional financial impact to the city; and

WHEREAS, your Human Resources Committee, at their December 9, 2019 meeting, approved the outsourcing of the crossing guard services; and

WHEREAS, your Finance Committee, at their December 10, 2019 meeting, has considered the sole purchase justification for services and approved the outsourcing of school crossing guard services with All Management Services, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the outsourcing for the school crossing guard services and that the proper city officials are hereby authorized and directed to execute an agreement with All City Management Services, Inc. for crossing guard services.

Approved:

Robert B. Mielke, Mayor



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated January __, 2020 and is between the CITY OF WAUSAU (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than March 2, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City as to personnel ready to deploy. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Contractor shall make every reasonable effort to maintain stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall make every reasonable effort to hire City's current Crossing Guards that are found to meet Contractor's established hiring guidelines.
3. The City's representative in dealing with the Contractor shall be designated by the City of Wausau.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. Effective September 1, 2020 if Contractor fails to provide services to a location where Crossing Guards are required, when school is in session as specified by adopted school calendars for Wausau School District, the Contractor shall pay or credit to City a penalty of Thirty-five Dollars (\$35.00), per shift/report, per location that is staffed by City personnel.

It is understood this penalty will be assessed in the interest of assuring that each location has the required coverage at all times during the period of this Agreement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its

officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

- c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
- 12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
 - 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
 - 14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-five Dollars and Ninety-nine Cents (**\$25.99**) per hour, per Crossing Guard during the term. It is understood and agreed that the cost for providing Five Thousand, Three Hundred and Ninety-four (5,394) hours of service shall not exceed One Hundred and Forty Thousand, One Hundred and Ninety Dollars (\$140,190) per year.
 - 15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
 - 16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
 - 17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
 - 18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or

contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY

CONTRACTOR

City of Wausau

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: December 9, 2019 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Michael Martens, Tom Neal
MEMBERS ABSENT: Dawn Herbst
Also Present: Mayor Mielke, T. Vanderboom

Discussion and Possible Action Approving Outsourcing of Crossing Guards.

Deputy Police Chief Matt Barnes provided background on this item, the struggle the department has had in past years filling Crossing Guard positions, and the high utilization of other Police staff last year to fill in when needed. Barnes said that the Police Department used All City Management Services in 2011 with no issues, however, because the contract was entered into without City Council approval, the contract was dissolved.

Neal questioned the fiscal impact amount on the outline page; Vanderboom said it should have read a surplus of \$931 for 2020 as the fiscal impact.

Gisselman said that he was on the Council in 2011 and remembered there being more issues than just how the contract was done without Council approval and would like the committee to have the past materials relating to this item for consideration. Gisselman asked that the item be tabled until all historical documentation on this item from 2011-2012 could be obtained and provided to the committee members.

Vanderboom said that she was able to obtain documentation from the Attorney's Office on this matter and upon a first review of the information found that how the contract was obtained and the fiscal impact of the contract seemed to be the areas of concern by the Council at that time. Other items included discussion of cold weather gear and an issue with paychecks. Vanderboom apologized for not including the information, indicating that she did not have it at the time the packet was created.

Barnes said he did talk with staff who were involved in 2011 and he was told that All City Management Services did a satisfactory job. Barnes shared that during the back to school meeting with Crossing Guards he told the staff the current issues with staffing and that the department was looking for alternative solutions, and he was thanked by the Crossing Guards for being open and honest with them. Barnes said that in 2011, Wausau was the only city in Wisconsin that used All City Management Services. At this time, there are about 8 other cities. The Wausau Police Department reached out to the cities currently utilizing All City Management Services for Crossing Guards and all were very satisfied with the service they are providing.

Neal asked if it would be a year-to-year or multi-year contract. Barnes said no contract has been entered into at this time but would expect that the company would want at least a 2-year contract. Vanderboom said that if this item is approved and a contract is provided, it would be reviewed by the City Attorney prior to Council approval.

Gisselman expressed concern over a California company being responsible for the Crossing Guards and safety, saying that if there is an issue now, anyone can express concerns with the Police Department or a committee. Gisselman said if getting Crossing Guards is an issue maybe they need to look at the pay rate and increase it. Barnes said that Gisselman had valid concerns and that the City and Police Department would still manage the contract and ensure quality control.

Martens asked what assurance the City would have that the company could fill the Crossing Guard positions if the City has not been successful. Barnes said the company would be contractually obligated to provide the services

needed and would have to pay the City if the Police Department needed to supply anyone to cover positions. The company is in the market to provide this service and devotes all of its time and resources for it.

Attorney Anne Jacobson spoke to remind the committee that there was a motion to table by Gisselman that was not addressed. Gisselman said that he would withdraw his motion to table but he will not vote to pass this.

Motion by Neal to approve the outsourcing of the Crossing Guards. Second by Martens. Motion passes 3-1 (Gisselman was the dissenting vote).

FINANCE COMMITTEE

Date and Time: Tuesday, December 10, 2019 @ 5:15 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence

Others Present: Groat, Barnes, Bliven, Barteck, Jacobson, Mielke, Lindman, Goede

Discussion and possible action regarding outsourcing school crossing guard services to All City Management Services and related sole source purchase of approximately \$137,939 annually

Rasmussen stated in the 2011-2012 school year the city was under contract with All City Management Services for crossing guard services. She felt the reason the Council withdrew from the contract was because they had been left outside the decision-making process and the contract was already in place relocating these employees with minimal communication to the standing committees, Council, crossing guards, schools and public. The operation was taken back in-house; however, it has continued to be very difficult to staff and supervise. She indicated Deputy Chief Barnes has requested the committee discuss this again if he could work with the school district on a partnership of the funds. She noted the Human Resources Committee has recommended approval.

Deputy Chief Barnes stated there was meeting with all the crossing guards a week before school started where he explained the difficulties they were having continuing with the status quo. There was a lot of discussion on possible alternatives, one of which was to outsource it to a company. They weren't all necessarily happy with that choice but appreciated being notified and engaged in conversation. He indicated there will be a midyear meeting with them in January and potentially have a representative from All City Management present to explain how it will work.

Barnes stated last year was very difficult for the Police Department to staff all the crossing guard intersections. There are 13 crossing guards employed on any given day both in the morning and evening. On a little over 120 occasions last year the department had to staff those intersections with police officers, parking control, and CSO's. He explained the problem with this was the funding structure. The parking employees should be paid out of the parking fund and are not paid to do crossing guard services and the police officers need to be on their sectors.

Barnes indicated the school district has offered to partner with the city and to seek opportunities through DPI to levy for additional funds to help keep all the crossing guard locations. He stated the Police Department believed the best solution was to hire All City Management Services. He wanted there to be something in it for the employees and every guard would be making more money per hour than they are currently making with the city, so there would be a raise for each employee. All City Management Services is seeking to hire the entire staff the city currently has as long as they can pass their physical standard. He indicated the estimated cost was not to exceed \$138,910 per year. The city budgeted \$94,910 for 2020 and the school district has levied \$44,000, leaving approximately \$900 in surplus funds.

Lawrence questioned if there was a written agreement with the school district to continue the contribution after 2020 and if there will be oversight by the Police Department for the level of service. Barnes responded he did not have a memorandum of understanding for longevity at this time, but it is in the school district's financial best interest to be able to continue with this process because the alternative would be to staff less intersections which would increase their overall costs. He was not real concerned they would do it for a year and walk, but agreed it was appropriate to ask for some type of written communication as we enter into a contract. Barnes stated the Police Department will still be the facilitator of the contract and will take complaints from the public and respond to concerns.

Smith questioned what happens if All City Management has the same problem with a shortage of guards on a particular day. Barnes explained All City Management has the expertise for recruiting crossing guards, but if there is an intersection that can't be staffed they will call us and we will send officers, but will bill them at the rate of the officer or parking person.

Motion by Lawrence, second by Nutting to approve outsourcing school crossing guard services with All City Management. Motion carried 5-0.



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City’s requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

- 1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
- 2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
- 3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

☒ Ongoing Sole Source – 365 days

☐ One Time Sole Source Request

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The Wausau Police Department is seeking to hire All City Management Services, Inc. to provide all crossing guard services to the City of Wausau. These services include all hiring, training, scheduling, and supervision of crossing guard staff.

2. Provide a brief description of the intended application for the service or goods to be purchased.

Safely cross students and pedestrians at predetermined “unusually hazardous” roadways and intersections.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

The Wausau Police Department has previously used this company to provide these exact services and were satisfied with the product. In addition, no other vendors could be identified that provide this service in the state of Wisconsin. Currently All City Management Services provides this service to the communities of West Allis, Waukesha, Shorewood, West Milwaukee, Verona, Appleton, and Sun Prairie.

4. Describe your efforts to identify other vendors to furnish the product or services.

We conducted an internet search and surveyed Law Enforcement Agencies throughout Wisconsin.

5. How did you determine that the sole source vendor’s price was reasonable?

The price falls within the funds available to provide crossing guard services.

6. Which of the following best describes this sole source procurement? Select all that apply.

- ☒ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☒ Urgency due to public safety, serious financial injury or other. (explain)

The Wausau School District is partnering in the sharing the cost of this service and is required to spend the monies they levied for this project in their physical year.

- ☐ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☐ Product compatibility or the standardization of a product.
- ☐ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: Wausau Police Department

Preparer: Deputy Chief Matthew Barnes

Vendor Name: All City Management Services

Expected amount of purchase or contract: \$137,979.00

Department Head Signature:

Date:

Finance Director Signature:

Date:

I have attached several testimonials received from other communities contracted with All City Management Services.

We have only been with All City since about May of this year. Our past vendor abruptly went out of business, during the school year, which caused us to staff corners with Police Officers for several weeks. We put the contract out to bid and selected All City. While we are in the infancy of working with them, we have had no complaints and they have been good to work with. Very professionally run.

Pat

Patrick Mitchell

Police Chief | Police Department

City of West Allis

11301 W. Lincoln Ave. | West Allis, WI 53227

We are into our second year with ACMS and have not had any concerns from the community or the school district.

The biggest hurdle was the transition, and some of the older guards who were not happy to not be a city employee anymore. They all received an increase in wages, but were not paid some holiday pay that they received in the past, which also upset a couple of them.

ACMS came in and put them all through a very basic fitness test and a couple did not make it. We probably should not have had them employed anyways but we didn't have a mechanism to screen them out, so in the end it was a good thing.

My staff is very happy to not be in the crossing guard business anymore, we occasionally have to staff a corner for emergency purposes, but we bill them back at the officers rate, that is part of our agreement.

I have not heard of any issues yet this year.

Todd

Appleton Chief of Police

Chief Bliven, We do contract with ACMS. We started with them back in April of this year when our previous vendor (WI Professional Protection Services (WPPS)) abruptly, and without warning, stopped service. We had already been researching other crossing guard options because WPPS performance was lacking. WPPS had been unable to fill all our required crossing guard positions since the beginning of the 2018 school year. WPPS stopped service due to some issues with them not paying their unemployment insurance. I believe they are out of business now. ACMS was able to take over crossing services within about 2 weeks of us signing the contract.

I was initially concerned that contracting with ACMS would not provide easy coordination because the company is headquartered in California. That has not been an issue. ACMS has regional supervisors who travel here when required and they hired a local supervisor, who became our local point of contact. They coordinated and conducted all the initial screening and training with very little assistance from us. They hired many of the crossing guards that were previously employed by WPPS. They did not hire some of them that did not pass their screening process. ACMS handled the transition flawlessly, even with a compressed timeline.

ACMS has provided exceptional service to date. Their contract price was a bit higher than what we were paying WPPS, but they pay the crossing guards more and the service is outstanding. They are a very professional, well-managed company. Based on their performance so far, I will be strongly advocating for them to continue as our provider when this contract expires.

Let me know if I can answer any other questions.

Brad S. Anderson

Sergeant of Police, Special Services Division

Waukesha Police Department



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

12/03/19

MEMO: Background Information and Request

RE: Crossing Guards

The Wausau Police Department has historically struggled to staff and meet the needs of our Crossing Guard program. Our Crossing Guard Program requires 13 Crossing Guards in both the morning and afternoon. Most Crossing Guards are scheduled for an hour in the morning and an hour in the afternoon, with a few shifts that are 1.5 hours long. Finding part time employees to work a split shift of an hour in length is difficult.

We have benefitted and deeply appreciate our Crossing Guards, some of who have been serving in that capacity for 30 years or more.

In 2011 the Wausau Police Department contracted with All City Management Services, Inc. to provide crossing guard services. The Police Department failed to follow expected procurement practices when outsourcing these services and as a result the outsourcing was cancelled and the Wausau Police Department has managed and employed all Crossing Guards since that time. From the perspective of the Wausau Police Department, All City Management Services provided a quality service and met our needs.

The Wausau Police Department has worked with City of Wausau Human Resources to develop successful recruiting practices over the last several years. This is a difficult task and has been met with marginal success. Although staffing our crossing guard positions has ebbed and flowed over the years, when we are short Crossing Guards, the impact on the operations of the Wausau PD is significant. When we have vacancies, the openings are filled with Parking Control staff, Community Service Officers, and as a last resort our Patrol Officers.

Although this school year we have enjoyed relatively stable staffing in our crossing guards, having to use WPD staff only a handful of times each month, that has not been the historic norm. Last school year we were forced to deploy non Crossing Guards to serve as Crossing Guards approximately 120 times.

Based on the challenges experienced last year, we met with staff at the Wausau School District and asked for assistance with Crossing Guards. Wausau School District offered Crossing Guard positions to their current school staff, and found there to be little interest.

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

When discussing the prospect of outsourcing the crossing guard duties to the only company we found offering that service, the Wausau School district was receptive to assisting with the increased financial responsibility.

All City Management Services provided a cost estimate to provide the Crossing Guard services to the City of Wausau. The annual cost would be \$137,979. This amount is significantly higher than the current budgeted amount of \$94,910. The Wausau School District levied \$44,000 to assist with the increased cost.

City of Wausau 2020 budget:	\$94,910.00
Wausau School District:	\$44,000.00
Total:	\$138,910.00
Cost to Outsource:	\$137,979.00

All City Management Services committed to hiring our current Crossing Guards and will provide them with raises between one and three dollars per hour.

The Wausau Police Department is requesting City Council approval to outsource our Crossing Guard services. Should approval be granted, the Wausau Police Department will follow up with a sole source request.

Deputy Chief Barnes will be presenting this request at the HR and Finance Committee meetings on December 9th and 10th and will be available to answer questions at that time.

Thank you,

Deputy Chief Matt Barnes

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving bargaining agreement between the City of Wausau and Amalgamated Transit Union for January 1, 2020 – June 30, 2022

Committee Action: Approved 4-0

Fiscal Impact:

File Number: 04-0306

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, representatives of the City of Wausau (hereafter referred to as “City”) and the Local 1168 Amalgamated Transit Union, AFL-CIO (hereafter referred to as “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the period of January 1, 2020 through June 30, 2022, the summary of the agreement being attached, and

WHEREAS, your Human Resources Committee recommends the adoption of this agreement, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two and a half-year agreement, encompassing the periods of January 1, 2020 through June 30, 2022 inclusive and retroactive, and

BE IT FURTHER RESOLVED, that the Mayor and other proper City officials are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provisions in the latest current agreement.

Approved:

Robert B. Mielke, Mayor

Amalgamated Transit Union
Summary of Tentative Agreement, December 5, 2019

Article	Agreement
Entire Agreement	Updating outdated information. EX; if the CBA stated Effective January 1, 2015 delete dates reference and replace with current dates
10 – Vacation	Update vacation chart to match current vacation allowances in the Employee Handbook for non-represented employees. Part-time employees allowed to carryover a maximum of 20 hours of vacation.
11 – Sick Leave	Update sick leave usage to allow for medical and dental appointments. Update PEHP eligibility criteria language for clarity. Update PAL leave eligibility to reflect current practice of a six month rolling period.
13 – Insurance	Part-time Bus Operator I employees eligible for dental insurance effective 1/1/21, limited to member only.
20 – Uniforms	Add provision to reimburse shop employees for replacement prescription safety lenses according to current city practice in other departments.
22 – Union Dues Checkoff	Remove dead language covering Fair Share Union enrollment form to be provided by the Union. Employer may deduct dues from the first and second pay period.
Appendix A	12/29/19 3% Increase other represented employees, 5.6% increase for Bus Operator I and Paratransit Operator 1 by adding current MOU into contract language. 12/27/20 2% Increase 12/26/21 2% Increase

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: December 9, 2019 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Michael Martens, Tom Neal
MEMBERS ABSENT: Dawn Herbst
Also Present: Mayor Mielke, T. Vanderboom

CLOSED SESSION pursuant to Section 19.85(1)e of the Wisconsin State Statutes deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of discussing the tentative bargaining agreement with the Amalgamated Transit Union.
The committee did not feel it was necessary to go into Closed Session and remained in Open Session.

RECONVENE into Open Session, for Discussion and Possible Action on the approval of a collective bargaining agreement with the Amalgamated Transit Union.
Motion by Neal to approve the agreement as presented. Second by Martens. Vanderboom went over the summary of changes with the new contract (as listed in the packet). All ayes. Motion passes 4-0.

**JOINT ORDINANCE OF HISTORIC PRESERVATION COMMISSION AND
THE PLAN COMMISSION**

Amending Section 2.82.065 *Historic Districts*

Committee Action: Approved 4-0 (Historic)
 Approved 6-0 (Plan)

Ordinance Number:

Fiscal Impact: None

File Number: 20-0109

Date Introduced: January 14, 2020

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

Section 1. **That Section 2.82.065 of the *Wausau Municipal Code* shall be amended as follows:**

Add()

2.82.065 Historic Districts. (e) The following properties are designated as the Class II Eau Claire Heights District

(1) The property located at 2202 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0474

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 5 & E1/2 OF VAC ALLEY LYG W OF SD LOT

(2) The property located at 2206 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0475

EAU CLAIRE HEIGHTS ADD LOT 2 & E ½ OF VAC ALEY LYG W OF SD LOT
ALSO ALL OF VAC ALLEY LYG N OF LOT 3 BLK 5 AS SHN ON CSM VOL 14 PG 256

(3) The property located at 502 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0476

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 5

(4) The property located at 506 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0477

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 5 & S ½ OF VAC ALLEY LYG N OF SD LOT

(5) The property located at 510 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0478

EAU CLAIRE HEIGHTS ADD LOT 5 & S ½ OF VAC ALLEY LYG N OF SD LOT

(6) The property located at 514 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0479

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 5 & S1/2 OF VAC ALLEY LYG N OF SD LOT

(7) The property located at 2207 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0480

EAU CLAIRE HEIGHTS ADD LOT 7 & THE N1/2 OF VAC ALLEY LYG S & W1/2 OF VAC ALLEY LYG E OF SD LOT BLK 5

(8) The property located at 511 Kent Street and more particularly described at:

PIN: 37.291.4.2807.013.0481

EAU CLAIRE HEIGHTS ADD LOT 8 & W1/2 OF VAC ALLEY LYG E OF SD LOT BLK 5

(9) The property located at 2204 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0482

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 4

(10) The property located at 2208 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0483

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 4

(11) The property located at 402 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0484

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 4

(12) The property located at 416 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0487

EAU CLAIRE HEIGHTS ADD LOT 4 5 & 6 BLK 4

(13) The property located at 2205 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0488

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 4

(14) The property located at 2201 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0489

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 4 AS SHN ON CSM VOL 8 PG 244

(15) The property located at 2202 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0490

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 3 INCL E1/2 OF VAC ALLEY LYG W OF SD LOT

(16) The property located at 2208 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0491

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 3 INCL E1/2 OF VAC ALLEY LYG W OF SD LOT & N1/2 OF VAC ALLEY LYG S OF SD LOT

(17) The property located at 304 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0492

EAU CLAIRE HEIGHTS ADD LOT 3 & 4 BLK 3 INCL S1/2 OF VAL ALLEY LYG N & ADJ TO SD LOTS

(18) The property located at 2209 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0493

EAU CLAIRE HEIGHTS ADD LOTS 5 & 6 BLK 3 INCL S1/2 OF VAC ALLEY LYN N & ADJ TO SD LOTS

(19) The property located at 2209 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0493

EAU CLAIRE HEIGHTS ADD LOTS 5 & 6 BLK 3 INCL S1/2 OF VAC ALLEY N & ADJ TO SD LOTS

(20) The property located at 2205 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0494

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 3 INCL W1/2 OF VAC ALLEY LYG E OF SD LOT & N1/2 OF VAC ALLEY LYG S OF SD LOT

(21) The property located at 2203 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0495

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 3 INCL W1/2 OF VAC ALLEY LYG E OF SD LOT

(22) The property located at 203 Kent Street and more particularly described at:

PIN: 37.291.4.2807.013.0496

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 2 & THE E HALF OF VAC ALLEY LYG W OF SAID LOT

(23) The property located at 2206 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0497

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 2 & E HALF OF VAC ALLEY LYG W OF SAID LOT

(24) The property located at 202 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0498

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 2

(25) The property located at 208 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0499

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 2

(26) The property located at 210 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0500

EAU CLAIRE HEIGHTS ADD LOTS 5 & 6 BLK 2

(27) The property located at 2205 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0501

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 2 & W HALF OF VAC ALLEY LYG E OF SAID LOT DESD AS LOT (1) OF CSM VOL 61-54(13867)

(28) The property located at 215 Kent Street and more particularly described at:

PIN: 37.291.4.2807.013.0502

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 2 & W HALF OF VAC ALLEY LYG E OF SAID LOT

(29) The property located at 2304 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0503

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 9

(30) The property located at 207 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0504

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 9

(31) The property located at 211 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0505

EAU CLAIRE HEIGHTS ADD LOTS 3 & 4 BLK 9

(32) The property located at 2315 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0506

EAU CLAIRE HEIGHTS ADD LOTS 5 & 6 BLK 9

(33) The property located at 2317 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0507

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 9

(34) The property located at 2308 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0508

EAU CLAIRE HEIGHTS ADD LOTS 8 & N HALF OF LOT 9 BLK 9

(35) The property located at 2318 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0509

EAU CLAIRE HEIGHTS ADD LOT 10 & S HALF OF LOT 9 BLK 9 CSM VOL 4 PG 252

(36) The property located at 2306 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0510

EAU CLAIRE HEIGHTS ADD LOTS 1 & 2 BLK 8

(37) The property located at 315 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0511

EAU CLAIRE HEIGHTS ADD LOTS 3 & 4 BLK 8

(38) The property located at 2311 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0512

EAU CLAIRE HEIGHTS ADD LOT 5 & N HALF OF LOT 6 BLK 8

(39) The property located at 2317 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0513

EAU CLAIRE HEIGHTS ADD LOT 7 & S HALF OF LOT 6 BLK 8

(40) The property located at 2310 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0514

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 8

(41) The property located at 2314 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0515

EAU CLAIRE HEIGHTS ADD LOT 9 BLK 8

(42) The property located at 2318 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0516

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 8

(43) The property located at 401 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0517

EAU CLAIRE HEIGHTS ADD LOTS 1 & 2 BLK 7 INCL N 5' OF VAC ALLEY LYG S OF SD LOTS

(44) The property located at 415 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0518

EAU CLAIRE HEIGHTS ADD LOTS 3 & 4 BLK 7 NOT INCLUDING ANY PART OF VACATED ALLEY LYG S OF AND CONTIGUOUS TO SAID LOTS

(45) The property located at 2311 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0519

EAU CLAIRE HEIGHTS ADD LOT 5 & N 17.3' OF LOT 6 BLK 7 ALSO THAT PT OF VAC ALLEY LYG S OF & ADJ TO LOTS 3 & 4 ALSO INCL W 5' OF VAC ALLEY LYG E OF LOT 5 CSM VOL 1 PG 49

(46) The property located at 2315 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0520

EAU CLAIRE HEIGHTS ADD LOTS 6 & 7 EX N 17.3' OF LOT 6 BLK 7 INCL W 5' OF VAC ALLEY LYG E OF SD LOTS

(47) The property located at 2314 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0521

EAU CLAIRE HEIGHTS ADD LOTS 8 & 9 EX S 10 FT OF LOT 9 BLK 7 INCL S 5' OF VAC ALLEY LYG N OF SD LOT ALSO INCL E 5' OF VAC ALLEY LYG W OF SD LOTS

(48) The property located at 2318 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0522

EAU CLAIRE HEIGHTS ADD LOT 10 & S 10' OF LOT 9 BLK 7 INCL E 5' OF VAC ALLEY LYG W OF SD LOTS

(49) The property located at 510 Eau Claire Boulevard and more particularly described

at:

PIN: 37.291.4.2807.013.0523

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 6

(50) The property located at 2303 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0525

EAU CLAIRE HEIGHTS ADD LOT 4 & W HALF OF LOT 3 BLK 6

(51) The property located at 2311 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0526

EAU CLAIRE HEIGHTS ADD LOT 5 & 6 EX S 12.3' OF LOT 6 BLK 6

(52) The property located at 2315 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0527

EAU CLAIRE HEIGHTS ADD LOT 7 & S 12.3' OF LOT 6 BLK 6

(53) The property located at 2314 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0529

EAU CLAIRE HEIGHTS ADD LOT 9 BLK 6

(54) The property located at 2318 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0530

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 6

(55) The property located at 501 Ethel Street and more particularly described at:

PIN: 37.291.4.2807.013.0531

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 14

(56) The property located at 2406 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0532

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 14

(57) The property located at 2410 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0533

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 14

(58) The property located at 2414 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0534

EAU CLAIRE HEIGHTS ADD LOTS 4 & 5 BLK 14 AS SHN ON CSM VOL 1 PG 103

(59) The property located at 2401 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0536

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 14

(60) The property located at 2405 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0537

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 14

(61) The property located at 2409 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0538

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 14

(62) The property located at 2413 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0539

EAU CLAIRE HEIGHTS ADD LOT 9 BLK 14

(63) The property located at 2405 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0540

EAU CLAIRE HEIGHTS ADD LOT 10 blk 14

(64) The property located at 2402 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0541

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 13

(65) The property located at 2404 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0542

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 13

(66) The property located at 2408 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0543

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 13

(67) The property located at 2412 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0544

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 13

(68) The property located at 2418 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0545

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 13

(69) The property located at 2401 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0546

EAU CLAIRE HEIGHTS ADD LOTS 6 & 7 BLK 13

(70) The property located at 2411 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0547

EAU CLAIRE HEIGHTS ADD LOTS 8 & 9 BLK 13

(71) The property located at 2417 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0548

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 13

(72) The property located at 2402 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0549

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 12

(73) The property located at 2408 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0550

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 12

(73) The property located at 2410 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0551

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 12

(74) The property located at 2414 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0552

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 12

(75) The property located at 2420 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0553

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 12

(76) The property located at 311 Ethel Street and more particularly described at:

PIN: 37.291.4.2807.013.0554

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 12

(77) The property located at 2405 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0555

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 12

(78) The property located at 2411 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0556

EAU CLAIRE HEIGHTS ADD LOTS 8 & 9 EX S 10' OF LOT 9 BLK 12

(79) The property located at 2415 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0557

EAU CLAIRE HEIGHTS ADD LOT 10 & S 10' OF LOT 9 BLK 12

(80) The property located at 2402 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0558

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 11 INCL E1/2 OF VAC ALLEY LYG W
OF SD LOT

(81) The property located at 2406 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0559

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 11 INCL E1/2 OF VAC ALLEY LYG W
OF SD LOT

(82) The property located at 2410 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0560

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 11 INCL E1/2 OF VAC ALLEY LYG W OF SD LOT

(83) The property located at 2414 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0561

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 11 INCL E1/2 OF VAC ALLEY LYG W OF SD LOT

(84) The property located at 2416 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0562

EAU CLAIRE HEIGHTS ADD LOT 5 EX W 30' BLK 11

(85) The property located at 2401 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0563

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 11 INCL W1/2 OF VAC ALLEY LYG E OF SD LOT

(86) The property located at 2407 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0564

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 11 INCL W1/2 OF VAC ALLEY LYG E OF SD LOT

(87) The property located at 2409 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0565

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 11 INCL W1/2 OF VAC ALLEY LYG E OF SD LOT

(88) The property located at 2413 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0566

EAU CLAIRE HEIGHTS ADD 9 BLK 11 AS SHN ON CSM VOL 18 PG 186 INCL
W1/2 OF VAC ALLEY LYG E OF SD LOT

(89) The property located at 2415 Oakwood Boulevard and more particularly described
at:

PIN: 37.291.4.2807.013.0567

EAU CLAIRE HEIGHTS ADD LOT 10 & W 30' OF LOT 5 BLK 11 INCL ALL OF
VAC ALLEY ADJ SD LOTS

(90) The property located at 2502 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0568

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 18

(91) The property located at 2506 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0569

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 18

(92) The property located at 2510 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0570

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 18

(93) The property located at 2514 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0571

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 18

(94) The property located at 2520 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.013.0572

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 18

(95) The property located at 2501 Oakwood Boulevard and more particularly described
at:

PIN: 37.291.4.2807.013.0573

EAU CLAIRE HEIGHTS ADD LOT 6 & 7 BLK 18

(96) The property located at 2509 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0574

EAU CLAIRE HEIGHTS ADD LOT 8 blk 18

(97) The property located at 2511 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0575

EAU CLAIRE HEIGHTS ADD LOT 9 & N 4' OF LOT 10 BLK 18 CSM VOL 24-1

(98) The property located at 2515 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0576

EAU CLAIRE HEIGHTS ADD LOT 10 EX N 4 FT BLK 18

(99) The property located at 2502 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0577

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 17

(100) The property located at 2506 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0578

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 17

(101) The property located at 2510 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0579

EAU CLAIRE HEIGHTS ADD LOTS 3 & 4 BLK 17

(102) The property located at 2516 Oakwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0580

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 17

(103) The property located at 2505 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0581

EAU CLAIRE HEIGHTS ADD LOT 6 & N1/2 OF LOT 7 EX S 8' OF LOT 7 BLK 17

(104) The property located at 2509 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0582

EAU CLAIRE HEIGHTS ADD S 36.4' OF LOT 7 AND N 42.6' OF LOT 8 BLK 17 AS SHN ON CSM RECD IN VOL 4 PG 20

(105) The property located at 2511 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0583

EAU CLAIRE HEIGHTS ADD LOTS 8 & 9 EX N 42.6' OF LOT 8 BLK 17 AS SHN ON CSM RED IN VOL 2 PG 164

(106) The property located at 2515 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0584

EAU CLAIRE HEIGHTS ADD 10 BLK 17

(107) The property located at 2502 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.085

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 16

(108) The property located at 2506 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0586

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 16

(109) The property located at 2510 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0587

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 16

(110) The property located at 2514 Midway Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0588

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 16

(111) The property located at 404 Lake View Drive and more particularly described at:

PIN: 37.291.4.2807.013.0589

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 16

(112) The property located at 2501 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0590

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 16

(113) The property located at 2507 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0591

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 16

(114) The property located at 2509 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0592

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 16

(115) The property located at 2513 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0593

EAU CLAIRE HEIGHTS ADD LOT 9 BLK 16

(116) The property located at 2515 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0594

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 16

(117) The property located at 2502 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0595

EAU CLAIRE HEIGHTS ADD LOT 1 BLK 15

(118) The property located at 2506 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0596

EAU CLAIRE HEIGHTS ADD LOT 2 BLK 15

(119) The property located at 2510 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0597

EAU CLAIRE HEIGHTS ADD LOT 3 BLK 15

(120) The property located at 2514 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0598

EAU CLAIRE HEIGHTS ADD LOT 4 BLK 15

(121) The property located at 2518 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0599

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 15

(122) The property located at 2501 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0600

EAU CLAIRE HEIGHTS ADD LOT 6 BLK 15

(123) The property located at 2505 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0601

EAU CLAIRE HEIGHTS ADD LOT 7 BLK 15

(124) The property located at 2511 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0602

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 15

(125) The property located at 2513 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0603

EAU CLAIRE HEIGHTS ADD LOT 9 BLK 15

(126) The property located at 2519 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0604

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 15

(127) The property located at 505 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0607

EAU CLAIRE HEIGHTS ADD LOT 2 & E1/2 OF LOT 3 BLK 6

(128) The property located at 2310 Elmwood Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0608

EAU CLAIRE HEIGHTS ADD LOT 8 BLK 6 INCL ALL OF VAC ALLEY LYG N OF SD LOT

(129) The property located at 2518 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0988

S 86.7' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BOULEVARD & N OF LAKE VIEW DRIVE SEC 1-28-7 DESD AS LOTS (1&2) OF CSM VOL 26-107

(130) The property located at 2508 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0989

N 102.7' OF S 189.4' OF THAT PART OF SE SW LYG W OF MOUNT VIEW BLVD & N OF LAKE VIEW DRIVE SEC 1 28 7 DESC AS LOT (3) OF CSM VOL 26-107

(131) The property located at 2504 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0990

N 94.6' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & S OF BERTHA ST SEC 1 28 7

(132) The property located at 2424 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0991

S 68' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & N OF BERTHA ST SEC 1 28 7 AS SHN ON CSM RECD IN VOL 8 PG 47

(133) The property located at 2410 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0992

N 68' OF S 136' OF THAT PART OF SE SW LYG W OF MOUNT VIEW BLVD & N OF BERTHA ST SEC 1 28 7

(134) The property located at 2406 Mount View Boulevard and more particularly

described at:

PIN: 37.291.4.2807.013.0993

N 68.8' OF S 204.8' OF THAT PT OF SE SW LYG W OF MOUNT VIEW BLVD & N OF BERTHA ST SEC 1 28 7 CSM VOL 3 PG 206

(135) The property located at 2402 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0994

N 68.2' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & S OF ETHEL ST SEC 1 28 7

(136) The property located at 2318 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0995

S 150' OF N 270' OF THAT PART OF SE SW LYG W OF MOUNT VIEW BLVD & S OF EAU CLAIRE BLVD SEC 1 28 7 AS SHN ON CSM VOL 8 PG 75

(137) The property located at 601 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0996

N 120' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & S OF EAU CLAIRE BLVD SEC 1 28 7

(138) The property located at 602 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0997

S 63.5' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & N OF EAU CLAIRE BLVD SEC 1 28 7

(139) The property located at 2212 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0998

PART OF SE SW COM 157' S OF NW COR OF SE SW E 95.66' S 63.5' W 94.14' N TO BEG SEC 1 28 7

(140) The property located at 2202 Mount View Boulevard and more particularly described at:

PIN: 37.291.4.2807.013.0999

N 127' OF THAT PART OF SE SW LYING W OF MOUNT VIEW BLVD & S OF KENT ST SEC 1 28 7

(141) The property located at 2209 Emerson Street and more particularly described at:

PIN: 37.291.4.2807.014.0138

GREENDALE ADD W 100' OF OUTLOT 1

(142) The property located at 2220/2222 Grand Avenue and more particularly described at:

PIN: 37.291.4.2807.014.0139

EAU CLAIRE HEIGHTS ADDITION LOTS 1 & 2 EX PCL DESC IN VOL 434 OF DEEDS PG 314 ALSO LOT 4 BLK 4 GREENDALE ADD BLK 1 AS SHN ON CSM VOL 4 PG 202, EX PCL DESC IN VOL 772-1019(ST)

(143) The property located at 106 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0140

EAU CLAIRE HEIGHTS ADD LOT 3 EX W 10' THEREOF ALSO THAT PART OF OUT LOT 1 GREENDALE ADD LYG N OF & CONTIGUOUS TO ABOVE DESD PCL BLK 1 AS DESC IN CSM VOL 8-232(2148)

(144) The property located at 118 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0141

EAU CLAIRE HEIGHTS ADD LOT 4 & W 10' OF LOT 3 ALSO THAT PART OF OUT LOT 1 GREENDALE ADD LYG N OF & CONTIGUOUS TO ABOVE DESC PCL BLK 1

(145) The property located at 122 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0142

EAU CLAIRE HEIGHTS ADD LOT 5 ALSO THAT PART OF OUT LOT 1
GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID LOT BLK 1

(146) The property located at 124 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0143

EAU CLAIRE HEIGHTS ADD LOT 65 ALSO THAT PART OF OUT LOT 1
GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID LOT BLK 1

(147) The property located at 126 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0144

EAU CLAIRE HEIGHTS ADD LOT 7 ALSO THAT PART OF OUT LOT 1
GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID LOT BLK 1

(148) The property located at 128 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0145

EAU CLAIRE HEIGHTS ADD LOT 8 ALSO THAT PART OF OUT LOT 1
GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID LOT BLK 1

(149) The property located at 130 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0146

EAU CLAIRE HEIGHTS ADD LOT 9 PT OF LOT 10 ALSO PT OF OUTLOT 1
GREENDALE ADD DESD AS LOT (2) OF CSM VOL 58-55(13308)

(150) The property located at 142 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0147

EAU CLAIRE HEIGHTS ADD LOT 11 & PT OF LOT 10 ALSO PT OF OUTLOT 1
GREENDALE ADD DESC AS LOT (1) OF CSM VOL 58-55(13308)

(151) The property located at 146 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0148

EAU CLAIRE HEIGHTS ADD LOT 12 ALSO THAT PART OF OUT LOT 1
GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID LOT BLK 1

(152) The property located at 150 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0149

EAU CLAIRE HEIGHTS ADD LOT 13 & E 10' OF LOT 14 ALSO THAT PT OF OUT
LOT 1 GREENDALE ADD LYG N OF & CONTIGUOUS TO SAID PCL BLK 1

(153) The property located at 154 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0151

EAU CLAIRE HEIGHTS ADD LOT 15 & W 40' OF LOT 14 BLK 1; ALSO THAT PT
OF OUTLOT NO. 1 GREENDALE ADD LYG N OF SD LOT

(154) The property located at 158 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0152

EAU CLAIRE HEIGHTS ADD LOT 16 BLK 1

(155) The property located at 162 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0153

EAU CLAIRE HEIGHTS ADD LOT 17 BLK 1

(156) The property located at 2300 Grand Avenue and more particularly described at:

PIN: 37.291.4.2807.014.0154

EAU CLAIRE HEIGHTS ADD LOTS 1 2 & EX W 23.4' OF LOT 3 BLK 10 CSM VOL
2 PG 95

(157) The property located at 113 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0156

EAU CLAIRE HEIGHTS ADD LOT 4 & W 23.4' OF LOT 3 BLK 10 AS SHN ON
CSM VOL 10 PG 123

(158) The property located at 117 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0157

EAU CLAIRE HEIGHTS ADD LOT 5 BLK 10

(159) The property located at 119 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0158

EAU CLAIRE HEIGHTS ADD LOT 6 & E HALF OF LOT 7 BLK 10

(160) The property located at 121 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0159

EAU CLAIRE HEIGHTS ADD W1/2 OF LOT 7 & E 30' OF LOT 8 BLK 10

(161) The property located at 129 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0160

EAU CLAIRE HEIGHTS ADD LOT 9 & W 20' OF LOT 8 BLK 10

(162) The property located at 131 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0161

EAU CLAIRE HEIGHTS ADD LOT 10 BLK 10

(163) The property located at 137 Eau Claire Boulevard and more particularly described
at:

PIN: 37.291.4.2807.014.0162

EAU CLAIRE HEIGHTS ADD LOT 11 & E HALF OF LOT 12 BLK 10

(164) The property located at 141 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0163

EAU CLAIRE HEIGHTS ADD LOT 13 & W HALF OF LOT 12 BLK 10

(165) The property located at 145 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0164

EAU CLAIRE HEIGHTS ADD LOT 14 BLK 10

(166) The property located at 147 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0165

EAU CLAIRE HEIGHTS ADD LOT 15 BLK 10

(167) The property located at 153 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0166

EAU CLAIRE HEIGHTS ADD LOT 16 & E1/2 OF LOT 17 BLK 10

(168) The property located at 155 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0167

EAU CLAIRE HEIGHTS ADD W HALF OF LOT 17 & E HALF OF LOT 18 BLK 10

(169) The property located at 159 Eau Claire Boulevard and more particularly described at:

PIN: 37.291.4.2807.014.0168

EAU CLAIRE HEIGHTS ADD LOT 19 & W HALF OF LOT 18 BLK 10

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 from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Mary Goede, Deputy Clerk

HISTORIC PRESERVATION COMMISSION

Time and Date: Wednesday, December 4, 2019 at 6:00 p.m. in the Council Chambers of Wausau City Hall
Members Present: Gary Gisselman (C), Kevin Crooks, David Burke, Linda Tryczak
Others Present: Brad Lenz, Mike Moran

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

Chairperson Gary Gisselman called the meeting to order at approximately 6:00 p.m. stating that a quorum was present.

Approve the minutes from the October 30, 2019 meeting

Tryczak motioned to approve the minutes of the October 30, 2019 meeting. Crooks seconded, and the motion carried unanimously, 4-0.

Public Hearing: Discussion and possible action on declaring the Eau Claire Heights District a Local Historic District

Gisselman opened the public hearing. Mike Moran, 2513 Elmwood Boulevard, said that he attended the information meeting at the airport and said that he was surprised not more people showed up to support this. He said he doesn't want to speak for everyone, but there seemed to be general consensus at the meeting in favor of it. He said he is supportive of it and that preserving history is a good thing, as some of our history has fallen aside. He would like to see more preservation. He said this district would not be too burdensome for the neighbors as a Class II district, and he would encourage the commission to support it.

Gisselman closed the public hearing. He went over the intent of the Historic Preservation Commission, from Chapter 2.82 of the Wausau Municipal Code, saying that it is a matter of public policy that the protection, enhancement, perpetuation and use of buildings of special architectural character or special historical interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people.

Gisselman said the district has a number of historic architecture styles as well as notable architects that distinguish it as an historic district.

Gisselman went over the process moving forward – this Commission could make a recommendation to the Plan Commission and city council would have the final vote.

Crooks asked about the proposed boundaries for the district, and if they were the same as the original plat. Lenz said that the boundaries haven't changed since the commission first started looking at this, but the western boundary is different than the plat. The proposed district includes homes along the west side of Mount View Boulevard so that all of the houses that front on one of the boulevard streets are included in the district.

Crooks motioned to approve the proposed Eau Claire Heights District as a Local Historic District. Tryczak seconded, and the motion carried unanimously, 4-0.

Next meeting dates and future agenda items for consideration

Gisselman said the next regularly scheduled meeting would be January 29, 2020.

Adjournment.

Burke motioned to adjourn. There was a second by Crooks and the meeting adjourned at approximately 6:12 p.m.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 17, 2019, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Robert Mielke, Eric Lindman, Gary Gisselman, Patrick Peckham, Bruce Bohlken, Ron Zahrt

Others Present: Brad Lenz, Brad Sippel, Melissa Engen, Tom Neal, Michael Martens, Lisa Rasmussen, Andrew Dane, Garret Perry, Chris Schock

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

Mayor Mielke called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on declaring the Eau Claire Heights District as a Local Historic District.

Lenz said that there is a map of the proposed area in the packet. There was a public hearing held by the Historic Preservation Commission on December 4th and an information meeting held in November at the airport. The commission voted in favor of the historic district. No one spoke in opposition of the district. Plan Commission is a review body for any historic districts or landmarks. The criteria for a historic district are outlined in the staff report. This would be a Class II Local Historic District, which would be advisory only. Staff recommends approval.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: December 11, 2019
Subject: Eau Claire Heights Historic District

The city's Historic Preservation Commission has been discussing the Eau Claire Heights District as a possible local historic district. An old plat shows the area on the southeast side between Kent Street and Lake View Drive that was planned as an early residential development in the city. The streets were built with landscaped medians that are still in existence today and give the area a unique character. The housing stock in the district, from mid-century and before, exemplifies a number of historic architectural styles.

An informational meeting was held in November at the Wausau Downtown Airport to give interested neighborhood residents more information about the proposed district as well as local historic districts in general. Approximately 20 residents attended the meeting.

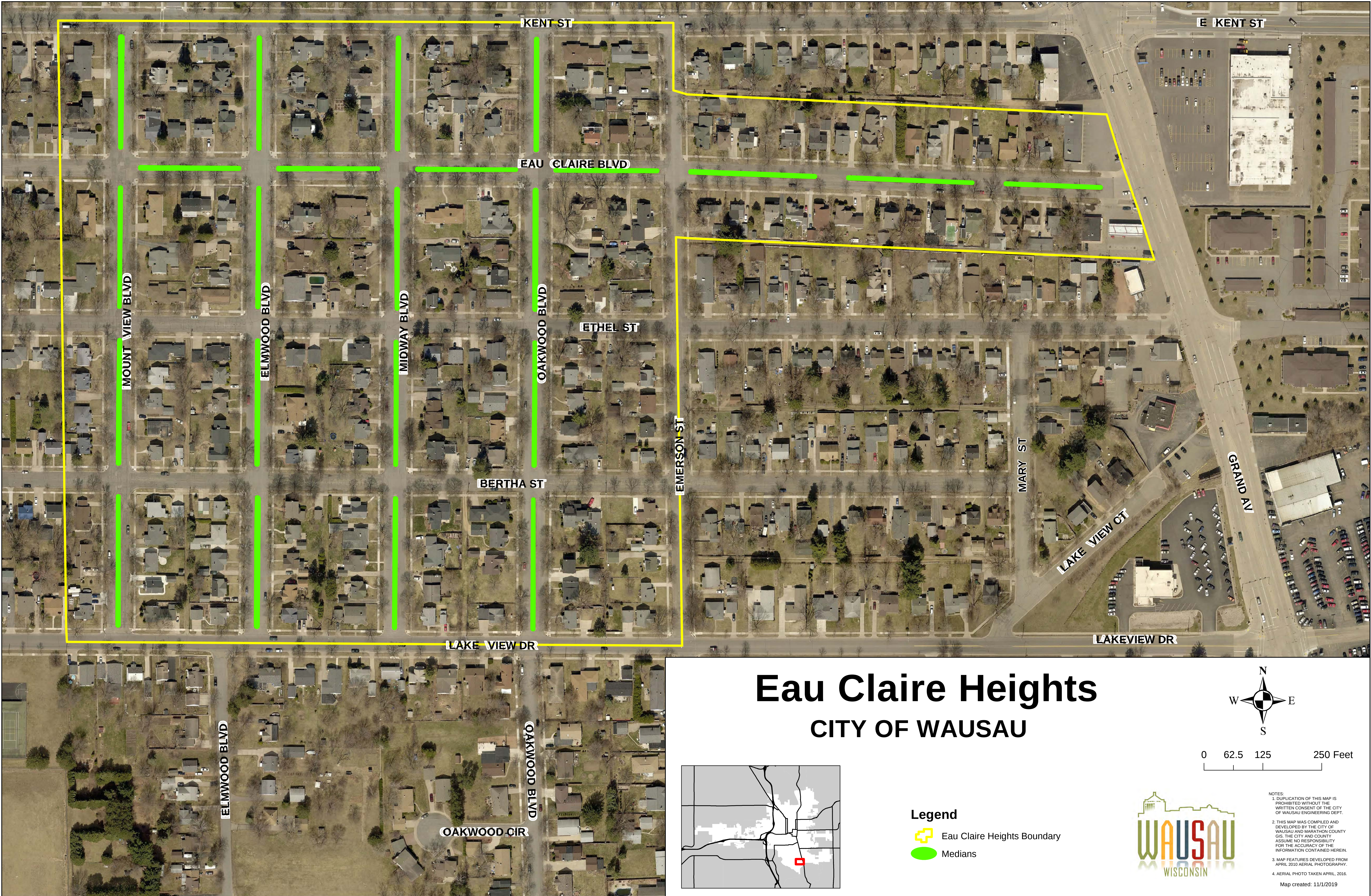
The Historic Preservation Commission held a public hearing earlier this month on the proposed district. Minutes from the meeting are attached (as well as maps of the original and proposed districts). The Commission voted unanimously to approve the district.

The Eau Claire Heights District is being proposed as a "Class II" historic district, which is the same type of district as the city's four other local historic districts. Class II essentially means that recommendations by the Historic Preservation Commission to property owners within the district are advisory only. Home owners within the district would need to apply for a Certificate of Appropriateness for external renovations to their home that are visible from a city street and which require a building permit.

Per Wausau Municipal Code 2.82.060(b)(2), the plan commission shall review the historic district recommendation of the historic preservation commission and make a recommendation to the common council based on the following factors:

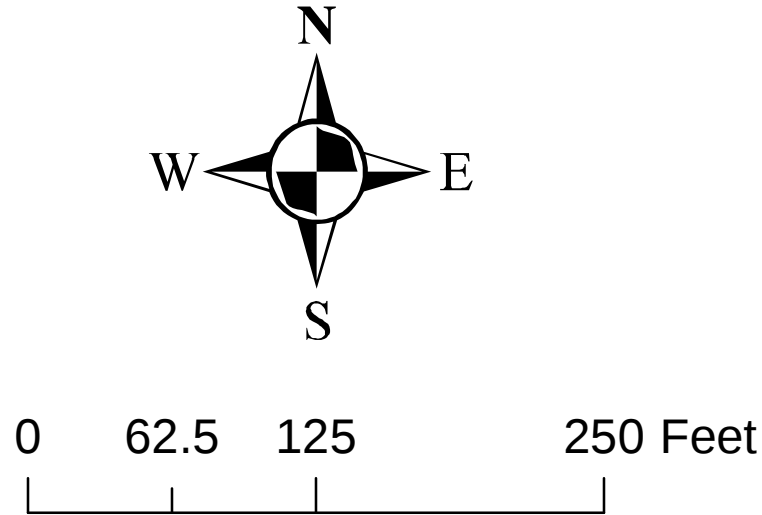
- (A) Will the designation of the property as a historic district interfere with the orderly, coordinated, and harmonious development of the city;
- (B) Will the designation of the property as a historic district conflict with parts of the master plan, official map or redevelopment plans;
- (C) Will the designation of property as a historic district promote the general public health, safety and general welfare.

Staff recommends approval of the district based on the three factors above.



Eau Claire Heights

CITY OF WAUSAU



Legend

-  Eau Claire Heights Boundary
-  Medians



NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
4. AERIAL PHOTO TAKEN APRIL, 2016.
Map created: 11/1/2019

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 9.08.020 Throwing or shooting of arrows, stones and other missiles prohibited

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: None

File Number: 93-0835

Date Introduced: January 14, 2020

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

Add ()

Delete (—)

Section 1. That Section 9.08.020 Throwing or shooting of arrows, stones and other missiles prohibited is hereby amended to read as follows:

9.08.020 Throwing or shooting of arrows, stones and other missiles prohibited. No person shall throw or shoot any object, **including without limitation, any** arrow, stone, ~~snowball~~ or other missile or projectile, by hand or by any other means, at any other person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the city. This subsection shall not apply to archery ranges under the supervision of the park and recreation committee, nor shall it apply to the bow hunting provisions within 9.08.010.

Section 2. 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:

Robert B. Mielke, Mayor

Attest:

Mary A. Goede, Deputy Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 16, 2019, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Peckham, Herbst, and McElhaney (*entered late*)

Others Present: Alfonso, Rayala, Goede, Barteck, Bliven, Mielke

Discussion and possible action regarding Ordinance Amending Section 9.08.020 Throwing or shooting of arrows, stones and other missiles prohibited

Rasmussen stated the City of Wausau has received negative press as a result of an erroneous media report from an outlet in Minnesota that picked up on a story regarding a city ordinance which includes snowballs in its list of projectiles. She noted the ordinance has been on the books since 1962. She wanted to have a discussion because this is the third time in the last 10 years this has made news. Calls have come in from all over the nation labeling Wausau the worst city in the country for outlawing snowball fights! She commented the video made by the Police Department and the Mayor posted on Facebook to correct the error was lighthearted and fantastic, but perhaps we should consider just removing “snowballs” from the list. It will have no effect on enforceability, but would mitigate the news cycle for the future. She noted, however, there was also support for leaving the ordinance unchanged.

Mayor Mielke addressed the committee regarding his frustration with this story and the fact that staff had to put up with verbal abuse and threats from people across the country in response to it. He congratulated the Police Department for the video on social media and indicated he was okay with whatever the committee decided to do.

McElhaney commented she did not like to appear to be governing by knee-jerk reactions. She personally did not care whether it was amended or not, but she did care about how it looks if it is removed. If it people were actually getting citations for having snowball fights in their yards or it was overused she would object, but that is not the case. She pointed out there are most likely many other old obscure ordinances that could be found and this felt a little bit knee-jerk to her.

Lawrence questioned if it would strengthen the ordinance to put in any language regarding objects thrown “resulting in bodily harm or property damage.” Alfonso responded the police want the ability to stop certain behavior *before* it actually results in harm or damage and this is a type of ordinance that allows them to do that.

Chief Bliven agreed the purpose of the ordinance is to ensure people can be held accountable for dangerous actions that don’t result in criminal damage. If there is a damage or injury component to it, then we’re talking about criminal statutes, which steps beyond the purpose of the ordinance to create a safe environment. He pointed to the example of sandbags being launched off the top of the parking ramp, or snowballs being thrown at a moving vehicle which could cause a crash. He commented if he had been asked two weeks ago to remove snowballs from the ordinance, even with all the media attention, he would have said no, but now that it is under discussion at committee he definitely felt it should be removed. This public discussion is going to make it a news story, so remove it and at the end of the day it changes nothing about how we enforce the ordinance. Alfonso agreed it would not impact their ability to enforce the ordinance. A projectile or missile includes any propelled object. She noted the police also have a level of discretion.

Rasmussen commented she did not want the city to go viral again, and if changing the ordinance stems that activity yet doesn’t impact in a negative way the ability to enforce or prosecute the ordinance, then she felt the word “snowball” should be removed. Herbst stated she felt the ordinance should be kept the way it is.

Motion by Peckham, second by Lawrence to approve Amending Section 9.08.020 to remove the word “snowball.” Motion carried 4-1. (*Herbst was the dissenting vote.*)

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

RESOLUTION OF THE COMMON COUNCIL

Recognizing The Lunar New Year

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0110

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, a portion of Asian American residents of the City of Wausau celebrate the Lunar New Year; and

WHEREAS, this special holiday ushers in the spring season, a new beginning, when the Asian community reflects on the past and makes plans for the future; and

WHEREAS, The Lunar New Year, celebrated in many Asian communities, falls between the end of January and the middle of February, but the festive spirit of the season remains constant; and

WHEREAS, the eve of the holiday's three-day festival is spent cleaning houses, visiting ancestral graves, and preparing a ceremonial meal; The Lunar New Year traditionally serves as a time to reunite with family members, renew special friendships, and remember past experiences, in preparation for food things to come; and

WHEREAS, the celebration of Lunar New Year events and programming in Wausau illustrates the city's rich cultural history and commitment to ethnic and cultural diversity; and

WHEREAS, the Asian community plays a vital role in the business, professional, and cultural life of the City of Wausau, and The Lunar New Year provides a fitting opportunity to recognize these fine citizens and to celebrate our common goals of peace and harmony for all humanity.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby recognize The Lunar New Year on an annual basis to increase understanding of Asian Americans residing in Central Wisconsin, encourages the citizens of the City of Wausau to learn, embrace and celebrate The Lunar New Year and to extend all cultures celebrating the holiday sincere best wishes for health and happiness in the coming year.

Approved:

Robert B. Mielke, Mayor

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

ORDINANCE OF THE COMMON COUNCIL

Amending Section 10.20.080 No parking and restricted parking areas designated

Committee Action: Pending

Fiscal Impact: None

File Number: 19-1114

Date Introduced: January 14 2020

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

Add ()

Delete (——)

Section 1. That Section 10.20.080 No parking and restricted parking areas designated, is hereby amended to read as follows:

10.20.080 No parking and restricted parking areas designated.

....

(b) There shall be restricted parking in the following locations:

~~Central Parking Business District~~

- ~~• Defined as the area bounded on the north by the south side of McIndoe Street, on the south by the south side of Washington Street, on the east by the curb line of the west side of 5th Street, and on the west by the west side of 1st Street~~
- ~~• 2 hour parking from 8:00 a.m. to 6:00 p.m., Monday through Friday excluding all 5, 10, and 15 minute loading zones, all handicapped areas, and any other portion of the Central Parking Business District as otherwise designated in this section~~

East Union Street

- 2-hour parking on the north side of the street at the 100 block, between Cherry Street and North 1st Avenue, Monday through Friday, 8:00 a.m. to 6:00 p.m.

....

(c) In any area of the “Central Parking Business District” for which there is free parking on the street, parking shall be restricted as follows:

(1) 2 hour parking from 8:00 a.m. to 6:00 p.m. Monday thru Friday excluding all 5, 10, and 15 minute loading zones, all handicapped areas, and any other portion of the Central Parking Business District as otherwise designated in this section.

(2) No re-parking. No owner or operator of any motor vehicle shall cause, permit, or allow such vehicle to be parked within the same block face for a period longer than the time limit. Once a vehicle has been parked and then moves, it cannot return to the same block face until the next calendar day or after 6:00 p.m. A vehicle shall be considered to have remained parked or to have been re-parked within the same block face when it has been found parked in a parking space on either side of a street between two intersecting streets, regardless of any evidence that the vehicle was moved between the time it was initially parked and later re-parked.

(3) Definitions in this section the following apply:

(i) “Block face” consists of the legal parking spaces on both sides of the street on a block in which a vehicle is parked, bounded by an intersection at each end.

(ii) The “Central Parking Business District” means that area bounded on the north by the south side of McIndoe Street, on the south by the south side of Washington Street, on the east by the curb line of the west side of 5th Street, and on the west by the west side of 1st Street.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Mary Goede, Deputy Clerk



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on Proposed Draft of Amending Section 10.20.080 No parking and restricted parking areas designated ordinance

- Two separate ordinances were being drafted and proposed regarding the Central Parking Business District. The first ordinance that was proposed and approved contained Section 10.20.080(c) that dealt with the Central Parking Business District.
- The second ordinance inadvertently repealed Section 10.20.080(c).
- This proposed draft is being introduced to delete the reference to the Central Parking Business District that was found in Section 10.20.080(b) and to put back in the inadvertently deleted Section 10.20.080(c).

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

RESOLUTION OF THE FINANCE COMMITTEE

Amending the Procurement Policy regarding sole source documentation

Committee Action: Pending

Fiscal Impact: None

File Number: 99-1104

Date Introduced: January 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Finance Committee, at their January 14, 2020 meeting, considered and recommends the attached Procurement Policy revision which clarifies documentation required for purchases less than \$5,000;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Procurement Policy attached hereto and incorporated herein by reference is hereby adopted as the Procurement Policy of the City of Wausau and that its administration and enforcement shall be done under the direction of the Mayor and department heads.

Approved:

Robert B. Mielke, Mayor



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: December 30, 2019

RE: Procurement Policy

The attached change clarifies the intent of the policy that sole source purchasing documentation is only required for purchases of \$5,000 or more.

Historically, as noted under the purchase of goods no procurement documentation was required for purchases under \$5,000. In 2014 the City's auditors performed a review of our purchasing procedures and found the City to be in compliance with the policy.

The Assistant City Attorney has recently interpreted the policy to require sole source documentation on all purchases. This means that prior to staff purchases of items such as \$10 of lumber at Menards or a stapler from the Quill Corporation the department would need to maintain written documentation as to their procurement procedures and their decision to sole source. This was not my intent when I wrote the policy and has not been followed by any department. I believe this new interpretation is an inefficient use of staff time and an unreasonable requirement and recommend we clarify the policy to exclude sole source documentation on purchases less than \$5,000.

The attached language clarifies that no procurement documentation including sole source purchase documentation is required for purchases below \$5,000.

Since this clarifies existing practice, the Council resolution will be considered on the same evening.



Office of the City Attorney

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MEMORANDUM

TO: Lisa Rasmussen, Chair
Finance Committee

Dave Nutting, Michael Martens, Dennis Smith and Linda Lawrence
Members: Finance Committee

FROM: Tara Alfonso
Assistant City Attorney

DATE: January 13, 2020

SUBJECT: Proposed Modification of Procurement Policy on
Tuesday, January 14, 2020 Agenda

The Finance Committee Agenda and packet for the January 14, 2020, meeting includes a memorandum from Finance Director, Maryanne Groat relating to the submission of this item for consideration. This memorandum serves to supplement that memorandum and provide a more complete review of the item for consideration.

In an email related to a request by Finance Director Groat for the drafting of a parking lot lease, I offered to Finance Director Groat that while there may be a belief or interpretation that the procurement policy does not require any sole source documentation for expenses under \$5,000, a reading of the policy would indicate that is not how the policy itself actually reads in its current form. While no "formal written" justification is required under \$5000, the policy still requires written documentation be provided by the department head in advance of the purchase.

Specifically the procurement policy as it is currently written provides:

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations **when it can be documented** that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. **Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny.** In advance of the purchase, the Department Head is responsible for providing **written documentation** justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or

service will satisfy the City's requirements, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$25,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$25,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

(Emphasis added with respect to shaded highlighting and bold face type).

As noted above, while sole source purchases under \$5000 shall be evaluated and determined by the Department Head and only purchases of over \$5000 require a "formal written justification," the other highlighted language indicates that the policy language seeks documentation to justify the reason for the sole source purchase. Further, and significantly, the "Sole Source Exemptions" section, does not exempt purchases under \$5000 from competitive purchasing requirement (mechanics) and sole source documentation. The existence of this exemption section which makes no provision for purchases less than \$5000 would undercut the interpretation that they are indeed exempt from minimum file or department documentation or justification.

Providing clarity to what is meant by "written *documentation*" and formal written *justification*" would allow the reader to understand without ambiguity what is required in terms of competitive purchasing requirements and written documentation of the purchase, including the justification for the purchase, without the need to resort to the practice or intent of the drafter.

Certainly in its current drafting, requirement for any documentation under the policy could be met by some minimal, simple, reasonable writing. However, changes can easily be made to clarify the policy as the Committee and Council deem prudent.

This legal interpretation of the policy is supported by long standing case law relating to statutory or language interpretation. *See, State ex rel. Kalal v. Circuit Court for Dane County*, 271 Wis. 2d 633, 662 – 664, 681 N.W.2d 110, 2004 WI 58 ("...interpretation 'begins with the language of the statute. If the meaning of the statute is plain, we

ordinarily stop the inquiry.' ... Where statutory language is unambiguous, there is no need to consult extrinsic sources of interpretation..."). The principles related to statutory construction are wholly applicable to contract or other interpretation.

CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified

contractors.

5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.
7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.

7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$5,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City’s procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$5,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. **Specific procurement documentation is not required.**
2. Purchase of Goods \$5,000 to \$25,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.

- d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$5,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
 - a. Copiers - coordinated by the CCITC.
 - b. Computer hardware/software - coordinated by CCITC.
 - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
 - d. Furniture – coordinated by Department of Public Works.
 - e. Office Supplies – coordinated by the Finance Department.
 - f. Janitorial Services – coordinated by Department of Public Works.
 - g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
 - h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.

1. Request for Proposal Required

- a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
- b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
- c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
- d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
- e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
- f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.
- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.

- c) The invoices of Counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed \$50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.

d) Billing Frequency and Format

- i) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
- ii) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of ~~the~~ purchases of \$5,000 or more, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head. No sole source documentation required.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$25,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$25,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.
 - e) The contract term meets one of the following criteria:
 1. The contract is for a period of one year or less, or
 2. The contract is for a specific project, or
 3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
 - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
 - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
 - (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
 - (e) Intergovernmental Contracts in excess of \$5,000 – Contracts between the City of Wausau

and other local, state or federal governments or agencies except, cooperative purchasing agreements.

- (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
- (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase contracts for goods or services valued at \$5,000 or less may be signed by individual department directors as long as the purchase is provided in the budget.

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