



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 26, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order			
		Pledge of Allegiance / Roll Call / Proclamations	
Public Comment:		Pre-registered citizens for matters appearing on the agenda and other public comment.	
Communications:		Executive Fire Training Program Graduation (Mayor)	
Committee Reports:		BPW: Insurance Claims October 2020 - December 2020	
File #	CMT	Consent Agenda	ACT
21-0101	COUN	Minutes of previous meetings, (1/12/21)	Place on file
21-0112	CISM	Resolution Approving the street name for a segment of roadway south of Single Avenue	Approved 5-0
21-0113	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (Nidus Holding Company LLC – 201 North 17th Avenue)	Approved 5-0
21-0115	CISM	Ordinance Amending Section 10.20.080(a) designating no parking here to corner on the west side of the 1000 block of S. 12th Avenue from a point 135 feet north of W. Thomas Street back to W. Thomas Street and designating no parking back to corner on the east side of the 1000 block of S. 12th Avenue from 95 feet north of W. Thomas Street back to W. Thomas Street	Approved 5-0
21-0117	CISM	Ordinance Amending Section 10.20.080(a) designating no parking here to corner on the west side of the 1000 block of S. 15th Avenue from a point 118 feet north of W. Thomas Street back to W. Thomas Street and designating no parking back to corner on the east side of the 1000 block of S. 15th Avenue from a point 92 feet north of W. Thomas Street back to W. Thomas Street	Approved 5-0
12-1119	HR	Resolution Approving Notice of Election to Self-Insure Worker's Compensation Program with CVMIC	Approved 4-0
20-0310	HR	Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus)	Approved 4-0
89-0233	FIN	Resolution Approving termination of Inspection Services Agreement with the Town of Stettin	Approved 5-0
89-0233	FIN	Resolution Approving termination of Inspection Services Agreement with the City of Schofield	Approved 5-0
89-0233	FIN	Resolution Approving termination of Inspection Services Agreement with the Village of Rothschild	Approved 5-0
21-0118	FIN	Resolution Approving termination of Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0103		Mayor's Appointments	
21-0114	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the north side of the 500 block of Franklin Street from the east side of the driveway at 504 Franklin Street west to the corner of N. 5th Street	Approved 4-1
21-0116	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the south side of Myron Street between Cleveland Avenue to McCleary Street and no parking on the west side of Emter Street between Myron Street to Thomas Street	Approved 3-2
21-0120	ED	Resolution Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas St. to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project	Approved 4-1
19-0921	FIN	Resolution Approving an amendment to the development agreement for the Wausau Center Mall redevelopment project with Wausau Opportunity Zone, Inc.	Approved 4-1
19-1109	FIN	Resolution Approving the 2020 budget modification for the Recycling, Parking and Airport Fund	Approved 5-0
20-1109	FIN	Resolution Authorizing 2021 Budget Modification for Fire Department Software Programs	Approved 5-0
21-0119	HR	Resolution Authorizing classification of full-time Community Communications Specialist	Approved 4-0
03-1111	HR & FIN	Joint Resolution Authorizing Compensation Plan Adjustment – Internal Alignment between union and non-represented supervisory staff	Approved 4-0 Approved 5-0
20-0317	PH&S	Resolution Approving COVID-19 Related Mask Requirement City Wide	Approved 4-0
87-0220	WWW	Ordinance Amending Section 3.40.010 Fees and licenses schedule, Section 13.04.030 Management and control, Section 13.64.010 Purpose; repealing and recreating Section 13.64.020 Basis for charges	Approved 5-0
13-0309	WWW	Resolution Authorizing the addition of the sewer rates approved by the Wausau Waterworks Commission to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a).	Approved 5-0
		Suspend the Rules- 6(B) Filing (2/3 vote required)	

03-1006	AIR & CISM	Joint Resolution Approving gas, electrical and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC for the installation of a gas line, electrical, and telecommunications to the new Kocourek hanger at the Wausau Downtown Airport	Pending Pending
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Public Comment & Suggestions

Adjournment

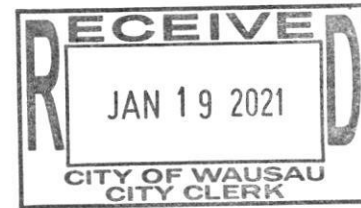
Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is: 146 567 1611 Password: 3ipPpJXyv63**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 1/21/21 @ 3:30 PM Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



To: Leslie Kremer, City Clerk

From: Board of Public Works

Date: January 19, 2021

Subject: Insurance Claims – October 2020 – December 2020
06-1215

The Board of Public Works has settled, compromised or denied the following claims during the months of October 2020 – December 2020

Date of Incident	Claimant	Claim Details	Amount of claim	Action
8/9/20	Roy Kressman 757 Imm St.	Sewer back-up	\$2,709.60	Approved 10/13/20
3/10/20	Brotherhood Mutual for Bible Truth Chapel 1600 N. 1 st Ave	Broken water main	\$68,247.40	Deny 12/8/20
8/19/20	Todd Mork 1000 N. River Dr. Apt 206	Car hit cement base for light pole in Riverlife parking lot	\$2,484.75	Deny 12/8/20
1/1/20	Eric Verber 150012 Bluejay Ln.	Dripping water from seams of parking ramp, damaged car hood	\$107.61	Deny 12/8/20
10/21/20	Bart Hobson 830 Franklin St	Blvd. tree limb fell on fence and gate from heavy snow storm	\$1,495.00	Deny 12/8/20
11/9/20	Jason Morrey 3792 Kronstedt Rd. Vesper	Endloader struck passenger side of vehicle	\$6,217.50	Approved 12/8/20

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, January 12, 2021 at 6:30 pm in the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

1/12/2021

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES (<i>WebEx</i>)
4	Neal, Tom	YES (<i>WebEx</i>)
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES (<i>WebEx</i>)
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES (<i>WebEx</i>)

Proclamations

Mayor Rosenberg proclaimed **January 18, 2021** as **Martin Luther King, Jr. Day** in Wausau, and urged the community to rededicate themselves to achieving Dr. King's dream.

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

- 1) Linda Tryczak, 807 S 8th Ave, Chair of the Historic Preservation Commission, spoke on behalf of the commission in support of the designation of Grant School as a local historic landmark.
- 2) Lauren Henkelman, 2503 Marshall St, spoke representing the new group Rural & Urban Communities Uniting in Solidarity (RUCUS), regarding the lack of action in Wisconsin to support renters and small landlords to survive the pandemic literally and financially. She asked for extension of the moratorium on evictions which expires February 1st.
- 3) Bruce Grau, 1115 N 10th St, indicated a petition was being circulated calling for demands listed in a letter he submitted (on file) to mitigate poverty and inequality in Wausau.
- 4) Gary Gisselman, 319 Park Ave, spoke in support of the resolution before the Council granting Grant School landmark status.

Consent Agenda

1/12/2021

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

20-1201 Minutes of the previous meeting. 12/08/20

21-0104 Preliminary Resolution of the Capital Improvements & Street Maintenance Committee Levying Special Assessments for 2021 Street Construction Projects

21-0105 Preliminary Resolution of the Capital Improvements & Street Maintenance Committee Levying Special Assessments for 2021 Alley Paving Project

21-0106 Resolution of the Capital Improvements & Street Maintenance Committee Approving No-Build Area Easement Agreement with Polywood Properties, LLC over a Portion of City Owned Property Commonly Known as 200 N. 72nd Avenue

21-0109 Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Accepting dedication of right-of-way for Fulton Street extended

20-0108 Resolution of the Public Health & Safety Committee Approving or Denying Licenses

18-1104 Ordinance of the Public Health & Safety Committee Creating 5.64.036.05 Temporary exception to drive-up sales prohibition.

Yes Votes: 11 No Votes: 0 Result: PASS

02-1216

1/12/2021

Motion by Larson, second by Herbst to adopt the Resolution of the Human Resources Committee Approving bargaining agreement

between the City of Wausau and Wausau Professional Police Association for January 1, 2021 through December 31, 2022.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0110

1/12/2021

Motion by Herbst, second by Neal to adopt the Ordinance of the Plan Commission Rezoning 200 South 17th Avenue and 200 South 18th Avenue from SMU, Suburban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve a General Development Plan to allow for indoor storage and future retail and office space.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0111

1/12/2021

Motion by Rasmussen, second by Larson to adopt the Joint Ordinance of the Historic Preservation Commission and the Plan Commission Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the Grant School, 500 North 4th Avenue, as a Local Historic Landmark.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

1/12/2021

Motion by Wadinski, second by Peckham to suspend Rule 6(B) Filing.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0822

1/12/2021

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Finance Committee Approving Towing Services Agreement with Joe Rader Towing LLC.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0107

1/12/2021

Motion by Herbst, second by Martens to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing Reclassification of Building Maintenance Coordinator to Facilities Manager.

Yes Votes: 11 No Votes: 0 Result: PASS

19-0905

1/12/2021

Motion by Rasmussen, second by Wadinski adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing Reclassification of Business Development Specialist to Economic Development Manager.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment & Suggestions:

- 1) Christine Martens, 1228 Arthur St, President of Friends of Wausau Historic Landmarks and a member of the Historic Preservation Commission thanked the Council for approving the designation of Grant School as a local landmark.

Adjourn

1/12/2021

Motion by Wadinski, second by Peckham to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:50 pm.

Yes Votes: 11 No Votes: 0 Result: PASS

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving the street name for a segment of roadway south of Single Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0112

Date Introduced: January 26, 2021

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 segment of roadway south of Single Avenue is not named; and

WHEREAS, a parcel of land currently addressed 805, 809 and 811 Single Avenue has access off this segment of roadway; and

WHEREAS, a request was received to name this segment of roadway to assist in finding the parcel currently addressed 805, 809 and 811 Single Avenue; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on December 10, 2020 and January 14, 2021 to discuss the naming of this section of roadway and recommends Excelsior Drive; now therefore,

BE IT RESOLVED the Common Council of the City of Wausau does hereby authorize the segment of roadway south of Single Avenue as shown on the attached map be named Excelsior Drive and the City of Wausau Inspections Department is directed to notify the property owners and appropriate agencies of the street name.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 10, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski, Ryan (Neal was absent)

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on naming a segment of roadway south of Single Avenue

Lindman explained when Townline Road was reconstructed, the driveway between the railroad tracks was closed down due to safety issues. Trucks now need to use Single Avenue and there has been some confusion on addressing. Staff felt it best to name this segment of roadway. A list of possible names was sent to Marathon County to avoid duplication. Staff recommends Precision Way.

Gordon Rohde owns the property that was 936 Townline Road. The driveway off Townline was closed off and now trucks have to be routed onto Single Avenue. There was no name for this section of street. A sign with just the addresses was going to be installed. Rohde knows the truckers will have a hard time finding it. He called Hebert and asked him to name the road. Staff wants to name it after his tenant. Rohde owns 7 acres of property from Townline Road to the residential area on Single. His tenant has 3 years left on his lease. Rohde has been there 25 years and will be there a long time. Rohde has put a lot of improvements into the property, lost the driveway and now has maintenance from vehicles coming in this way. It is a gravel road and not made for that traffic. He's hoping the road would be named Rohde. If they chose Precision because of the business, he runs two businesses in this location. His second choice would be to name after one of his businesses there; Secor or Rohde Motor Sports.

Rasmussen explained naming public facilities and infrastructure for individuals typically only happens when an individual has made a significant historic contribution to the community. In this particular area, a number of the streets are named for City founders. We do not often name municipal infrastructure for individual land owners. Rohde does not know the history of the other streets in the neighborhood. He hasn't been there for 50 years; he has been there for 25 years. Anderson Johnson was there since 1903 and he doesn't see Anderson or Johnson names in the neighborhood. Precision is a tenant of his that is not going to be there as long as he is. He would appreciate naming it Rohde or one of his two business names.

Rasmussen asked if Marathon County has vetted Precision Way for duplication. Lindman replied there is a Precise or something similar in Stratford. He hasn't checked with the County regarding Secor or Motor Sports. He does not believe there is a Rohde Way.

Rasmussen is concerned with naming a street for an individual, and particularly in this situation. In the interest of safety, this committee was asked to close the driveway off Townline Road. The driveway was closed and it caused a legal battle between Mr. Rohde and the City of Wausau. That law suit was not successful. She is someone who wants to recognize historic contributions to the public when naming a facility for an individual. A law suit against a municipality is not the history that you want to commemorate. She would like a more generalized street name.

Ryan noted there is a Precision Body and Frame in Schofield and a Motor Sports in Brokaw; which could cause confusion. She does not know the history and suggested tabling this item. Rasmussen feels it shows integrity on the part of the City to reserve the naming of public space and there is value in maintaining history. Part of the reason we did not want to rename Stewart Avenue to University Avenue was to protect the history of the Stewarts. If there was a significant historical contribution that serves the greater good, we would be keeping with past precedence. We would go down a slippery slope when naming a public thoroughfare or access point for an individual just based on the fact that they have owned the parcel for a period of time. It is not about the longevity it is about the lifelong contribution made to the municipality. She feels it would be wise to defer action to the next meeting to allow time to research a more general name.

Wadinski agrees with holding off. He is not opposed to Precision Way but feels that would be for a larger industrial area. We could pick something related to a historical businesses that was there in the past, or relate it to the current land owner somehow. He feels a personal name and the current suggestion is not quite right.

This item will be brought back in January.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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

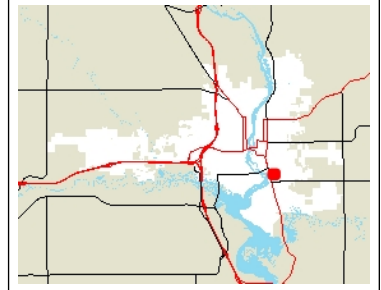
Discussion and possible action on naming a segment of roadway south of Single Avenue (Deferred from the December 10, 2020 meeting.)

Rasmussen noted this was deferred and staff was asked to come back with other options as the committee was not interested in naming it after an individual. Staff researched back to 1892 for the original plat dedication to figure out who owned it first and the history. The original owner was the Chicago Excelsior Company so one suggestion is naming the road Excelsior Drive. Another option is Trostel Way after the president of the Excelsior Company. When naming public spaces after individual people, we look to see what larger contributions were made to the community.

Wadinski likes Excelsior Drive. Rasmussen does as well as it is less individualized but reflects some of the history.

Wadinski moved to approve naming the segment of roadway south of Single Avenue as Excelsior Drive. Seconded by Neal and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action on naming a segment of roadway south of Single Avenue
BACKGROUND
A segment of roadway south of Single Avenue is not named. See the attached map. 805, 809 and 811 Single Avenue have access off this segment of roadway but have Single Avenue addresses. A request has come to name this segment of roadway to assist in finding the parcels.
FISCAL IMPACT
Minimal, cost of sign and pole.
STAFF RECOMMENDATION
Staff recommends naming the roadway Precision Way.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 12/3/2020

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_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

Notes

AGENDA ITEM

Discussion and possible action on naming a segment of roadway south of Single Avenue (Deferred from the December 10, 2020 meeting.)

BACKGROUND

A segment of roadway south of Single Avenue is not named. See the attached map. 805, 809 and 811 Single Avenue have access off this segment of roadway but have Single Avenue addresses. A request has come to name this segment of roadway to assist in finding the parcels. A recommendation by staff to name the segment of roadway Precision Way was not accepted by the CISM committee and the item was deferred to this month.

Staff reviewed the original plat for the subdivision. The original owner of the plat was the Chicago Excelsior Company. The original plat is dated 1892. Staff has reviewed maps back to 1892 which do not show any name on any mapping. Staff has the following suggestions for names of the roadway:

- Name it Excelsior Drive after the original company who platted the land
- Name it, Trostel Way, after the President of the Excelsior Company, this gentlemen signed the original plat.

FISCAL IMPACT

Minimal, placement of a pole and signs.

STAFF RECOMMENDATION

Staff is ok with any of the options, above suggestions were given as background. CISM can choose to use one of the above or choose a different name.

Staff contact: Allen Wesolowski 715-261-6762

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

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

Approving Agreement for the Management and Maintenance of a Stormwater facility (Nidus Holding Company LLC – 201 North 17th Avenue)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0113

Date Introduced: January 26, 2021

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 Capital Improvements and Street Maintenance Committee met on January 14, 2021 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Nidus Holding Company LLC, for stormwater facilities on their property at 201 North 17th Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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 December 10, 2020 meeting

B. Action on temporary easement with Bruce Buchkoski at 1202 and 1204 North 3rd Street

C. Action on Stormwater Maintenance Agreement for Nidus Holding Company LLC at 201 N. 17th Ave

Larson moved to approve the consent agenda items. Wadinski seconded and the motion carried 5-0.

AGENDA ITEM
Action on Stormwater Maintenance Agreement for Nidus Holding Company LLC at 201 North 17 th Avenue
BACKGROUND
Nidus Holding Company, LLC is planning to construct an addition and redevelop portions of the existing Plaza Hotel. This consists of maintaining the existing circular hotel portion of the building, north parking lot and existing driveway entrance. Additionally, the project will include a building addition to the south, additional parking and greenspace. To meet city stormwater requirements, site stormwater will be managed through a combination of catch basins with sumps and a biofilter device. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this _____ day of _____, 20__, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and _____,

a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: Jay Car

By: _____

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 10th day of December, 2020, the above-named Jay Seet Manik ^{Guardhan}
~~and~~ N/A of Nidus Holding Company LLC, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

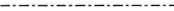
CALLIE L FULLINGTON
NOTARY PUBLIC
STATE OF WISCONSIN

Callie L Fullington
Notary Public, Wisconsin
My commission: Expires 01/26/2021

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor,
and Leslie Kremer, Clerk of 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: _____

SITE LINE LEGEND	
	PROPERTY LINE
	SETBACK LINE
	EASEMENT LINE
	EXISTING INTERMEDIATE CONTOUR
	EXISTING INDEX CONTOUR
	NEW INTERMEDIATE CONTOUR
	NEW INDEX CONTOUR
	PAVEMENT
	FENCE
	STORM DRAIN
	SANITARY SEWER
	WATER
	GAS
	ELECTRICAL POWER
	UNDERGROUND ELECTRICAL POWER
	UNDERGROUND FIBER OPTIC
	TELEPHONE
	UNDERGROUND TELEPHONE
	CABLE
	EDGE OF TREES OR SHRUBS

NOTE: ALL LINE TYPES MAY NOT BE USED IN THIS SET



WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM
OF THREE (3) WORKING DAYS NOTICE PRIOR TO EXCAVATION.

1. CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK
2. CONSTRUCTION FENCING, TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING, GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.
3. REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.
4. CONTRACTOR SHALL LOCATE ALL UTILITIES THAT MAY AFFECT THEIR WORK AND NOTIFY OWNER OF ANY POTENTIAL CONFLICTS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN. PARTICULARLY WITH WALK AND DRIVEWAY PERMANENTS. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY INTERSECTIONS. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS
6. CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRAINAGE IN RIGHT-OF-WAY (R.O.W) WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.
7. ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

[illegible]

C301

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

Plaza Hotel Addition and
Alteration
201 North 17th Avenue
Wausau, WI

Lot 2 of Parcel 1 of CSM 8538 Recorded May 15, 2020 as Document Number 1803980, in Volume 33 of CSM, page 106, in the office of Register of Deeds for Marathon County, WI; being located in the NE ¼ of the SE ¼ of Section 27, T29N, R7E, City of Wausau, County of Marathon, State of Wisconsin

The Land Owner, Jayjet Govardhan, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS:

- a. Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.

2. STORM SEWER PIPES AND STRUCTURES:

- a. Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
- b. Repair inlet/outlet areas that are damaged or show signs of erosion.
- c. Any repairs must restore component to the specifications of the original plan.

3. RIPRAP:

- a. Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
- b. Any repairs must restore component to the specifications of the original plan.

4. BIORETENTION BASIN

- a. In the first spring and summer after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is recommended per week.
- b. Inspect and record status of components of biofilter basin including surface mulch, plug plants, basin overflow, and emergency drawdown. Also, record days since last rainfall and approximate rainfall depth.
- c. Basin shall be considered compromised if surface water remains ponded greater than 24 hours after termination of previous rainfall event.
- d. If compromised, basin shall be restored per specifications of originally approved plan or modified as approved by City Engineer.
- e. If basin receives runoff from areas to be salted in winter, it is recommended that emergency drawdown is open during winter months to promote bypassing snowmelt with high sodium content. Emergency drawdown cap or plug must be reinstalled in spring.
- f. Regular mowing is prohibited in Biofilter, except that vegetation shall be cut down and removed once a year in the spring or fall.
- g. All vehicular or equipment is prohibited from driving onto or across basin.

- h. Pedestrian traffic is prohibited from crossing basin.
- i. Snow shall not be dumped directly into Biofilter.

5. BIORETENTION PLANTING TREATMENTS:

- a. Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this.
- b. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.

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

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

Amending Section 10.20.080(a) designating no parking here to corner on the west side of the 1000 block of S. 12th Avenue from a point 135 feet north of W. Thomas Street back to W. Thomas Street and designating no parking back to corner on the east side of the 1000 block of S. 12th Avenue from 95 feet north of W. Thomas Street back to W. Thomas Street

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: Minimal cost to install sign

File Number: 21-0115

Date Introduced: January 26, 2021

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> ☐		

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following location:

...

South 12th Avenue

- No parking here to corner west side of the 1000 block from a point 135 feet north of West Thomas Street back to West Thomas Street
- No parking back to corner east side of the 1000 block from 95 feet north of West Thomas Street back to West Thomas 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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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 regarding establishing parking restrictions in the 1000 block of South 12th Avenue

Rasmussen indicated the parking situation with new homes in the area is creating congestion near the intersection. Buckner explained he is now proposing to restrict parking 135' from the corner on the west side, versus the original 85'. Larson added the reason to go back further is due to a call from a resident. If only restricting for 85' it would leave her house as an island. Larson described how cars park too close to the driveway, violating the 4' rule and causing visibility issues when exiting the driveway. Rasmussen feels it would also help with trash and recycling pickup and the plow coming around the corner.

Neal moved to accept the parking restrictions as recommended by staff, recognizing 135' on the west side. Seconded by Larson and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action regarding establishing parking restrictions in the 1000 block of South 12th Avenue

BACKGROUND**INTRODUCTION:**

A request by 10th district alderperson Lou Larson was made to review parking conditions in the 1000 block of S.12th Ave. The specific request was toward a section of 12th Ave. within approximately 100 ft. north of the intersection with Thomas St. (herein “section”).

The aforementioned section now contains multiple driveway approaches, some pre-dating new housing construction, and one as a result of new housing construction located near the intersection of Thomas St. The section is also heavily used during school hours. With the combination of existing traffic volume, driveway approaches and the potential demand for curbside parking in the section, the available safe and/or legal spaces to park have been reduced.

When vehicles are parked on one side, or both sides of the section, the following examples of unsafe and/or illegal parking have been observed:

- Parking too close to driveway(s) – i.e., within four (4) feet.
- Parking too close to crosswalk/intersection – i.e., within fifteen (15) feet.
- Difficulty navigating section when turning to, or from, Thomas St.

REQUEST:

- No Parking Here to Corner (posted on west side of S. 12th Ave. approximately 85’ from Thomas St.)
- No Parking Back to Corner (posted on east side of S. 12th Ave. approximately 95’ from Thomas St.)

FISCAL IMPACT

None

STAFF RECOMMENDATION

Wausau Police Department recommends stated restrictions.

Staff contact: Wausau Police Department, Lt. Cord Buckner, 715.261.7803



S 12th Ave. approaching
Thomas St.

Driveway approaches within short distance of intersection and with minimal boulevard gap between approaches

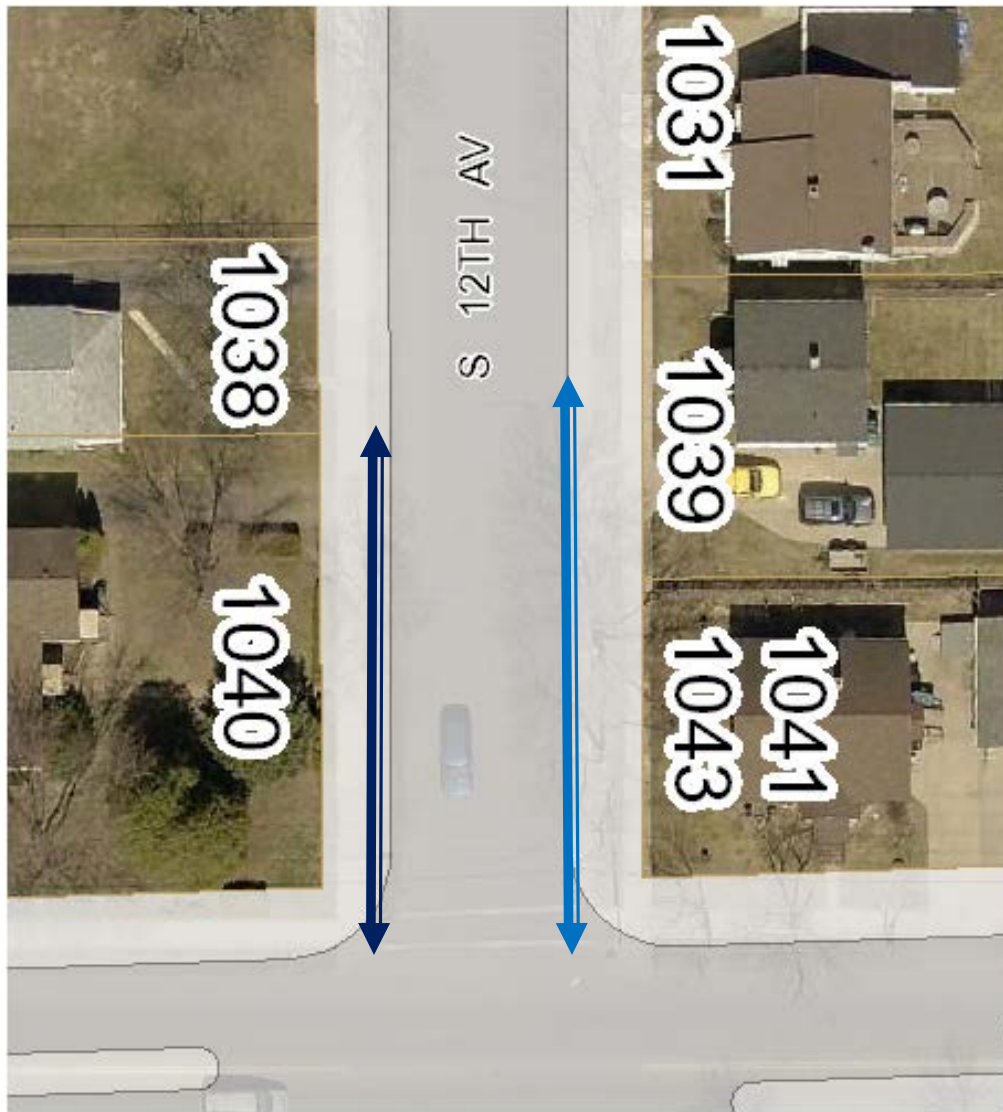




(Southbound view – opposite side)

Driveway approach within short distance of intersection – NPHTC would be north of the driveway approach





NO PARKING HERE TO CORNER (approx. 83 ft. from Thomas St.)



NO PARKING BACK TO CORNER (approx. 94 ft. from Thomas St.)

Lori Wunsch

Subject: CISM agenda
Attachments: 1000 s 12th av.pdf

From: Cord Buckner
Sent: Wednesday, January 13, 2021 3:34 PM
To: Lisa Rasmussen <Lisa.Rasmussen@ci.wausau.wi.us>; Eric Lindman <Eric.Lindman@ci.wausau.wi.us>; Allen Wesolowski <Allen.Wesolowski@ci.wausau.wi.us>; Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>
Cc: Lou Larson <Lou.Larson@ci.wausau.wi.us>
Subject: RE: CISM agenda

Hello

Request for modification to agenda item #7 – please see attachment

- Expand the proposed no parking area on the west side of S 12th Ave. from “approx. 83 ft.” to “approx.. 135 ft.”
- This extension would extend just beyond the northern edge of the driveway for 1038 S 12th Ave.
- Resident at that address contacted both me and alder Larson today.
 - Resident favored the no parking restriction in general, but requested extending the restricted area as described above.
 - Resident was concerned about the section in front of their residence becoming the only available parking section on the west side of the block (at least during the day – there are restrictions related to school hours for the remainder of the block on the west side).
 - Resident has already experienced issues involving garbage collection and plowing when vehicles have parked there in the past.

If there are no conflicting procedural issues with this modification request – please consider this as addendum to item #7.

Thank you,





as currently
proposed
(approx 83')

request for
modification
(additional 52')

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

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

Amending Section 10.20.080(a) designating no parking here to corner on the west side of the 1000 block of S. 15th Avenue from a point 118 feet north of W. Thomas Street back to W. Thomas Street and designating no parking back to corner on the east side of the 1000 block of S. 15th Avenue from a point 92 feet north of W. Thomas Street back to W. Thomas Street

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: Minimal cost to install sign

File Number: 21-0117

Date Introduced: January 26, 2021

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> ☐		

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following location:

...

South 15th Avenue

- No parking here to corner west side of the 1000 block from a point 118 feet north of West Thomas Street back to West Thomas Street
- No parking back to corner east side of the 1000 block from a point 92 feet north of West Thomas Street back to West Thomas 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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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 regarding establishing parking restrictions in the 1000 block of South 15th Avenue

Rasmussen noted the jog in the road at 15th and Thomas where cars are creating a bottleneck. It is proposed to restrict parking on the west side for 118' and 92' on the east. Wesolowski received a call from Mark Feldkamp of 1006 South 15th Avenue, who is in favor of restricting parking and would be in favor of pushing it further.

Larson noted that the City owns a plot of land across from the new building. He wondered if it could be negotiated to allow them to park there instead of on the street. This would alleviate maintenance and alleviate parking on the street. Wesolowski stated that piece was vacated several months ago and is no longer owned by the City.

Larson moved to restrict the parking as recommended by staff. Seconded by Wadinski and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action regarding establishing parking restrictions in the 1000 block of South 15 th Avenue
BACKGROUND
INTRODUCTION: The above location was brought to attention through the Wausau Police Department patrol division. A request was made to review parking conditions in the 1000 block of S.15th Ave. The specific request was toward a section of 15th Ave. within approximately 120 ft. north of the intersection with Thomas St. (herein “section”). The aforementioned section now contains multiple driveway approaches, some pre-dating new housing construction and some as a result of new housing construction located near the intersection of Thomas St. The section configuration has also changed to include a curved and slightly inclined roadway. With the combination of existing traffic volume, road configuration, additional driveway approaches and the potential demand for curbside parking in the section, the available safe and/or legal spaces to park have been reduced. When vehicles are parked on one side, or on both sides of the section, the following examples of unsafe and/or illegal parking have been observed: • Parking too close to driveway(s) – i.e., within four (4) feet. • Parking too close to crosswalk/intersection – i.e., within fifteen (15) feet. • Difficulty in navigating the “serpentine” configuration when vehicles are parked on both sides of the street. • Difficulty navigating the section when turning to, or from, Thomas St. REQUEST: • No Parking Here to Corner (posted on west side of S. 15th Ave. approximately 118’ from Thomas St.) • No Parking Back to Corner (posted on east side of S. 15th Ave. approximately 92’ from Thomas St.) ATTACHMENTS: 1. Four (4) photos of section 2. One (1) map schematic
FISCAL IMPACT
None
STAFF RECOMMENDATION
Wausau Police Department recommends stated restrictions.
Staff contact: Wausau Police Department, Lt. Cord Buckner, 715.261.7803

Parked vehicles creates a narrow path and slalom effect for vehicles navigating location







NO PARKING HERE TO CORNER (approx. 118 ft. from Thomas St.)

NO PARKING BACK TO CORNER (approx. 92 ft. from Thomas St.)

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Notice of Election to Self-Insure Worker's Compensation Program with CVMIC

Committee Action: Approved 4-0

Fiscal Impact:

File Number: 12-1119

Date Introduced: January 26, 2021

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, the Common Council established a self-insured worker's compensation program administered by CVMIC effective January 1, 2013; and

WHEREAS, the City has a strong commitment to risk management and safety programs that will continue to reduce risk and improve worker safety; and

WHEREAS, the City of Wausau is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to self-insure its worker's compensation liability, to report faithfully all compensable injuries and to comply with the Act and rules of the Department, according to DWD 80.60(3), Wisc. Admin. Code; and

WHEREAS, the Finance and Human Resources Committees recommended approval of the Notice of Election to self-insure a worker's compensation program administered by CVMIC.

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

- 1) Evidence its intent and agreement to self-insure its worker's compensation liability by its continuing its self-insured worker's compensation program.
- 2) Agree to faithfully report all compensable injuries and to comply with Chapter 102, Wis. Stats., and the rules of the Department in accordance with 102.28(2)(b) and (c), Stats.
- 3) Authorize the Human Resources Director to notify the Wisconsin Department of Workforce Development, Worker's Compensation Division, according to DWD 80.60(3)(b)2 of its notice of election, accompanied by a copy of this executed resolution.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and administer the plan as approved by this resolution.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: January 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Lou Larson
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving Notice of Election to Self-Insure Worker's Compensation Program with CVMIC.

Vanderboom said that the City has been self-insured with worker's compensation for some time and this is a formal process to approve the continuation of remaining self-insured for the worker's compensation program with CVMIC. Wadinski asked if this is the best course of action for the City. Vanderboom said that they have not received any data to support moving to fully insured, but it is something that Human Resources keeps an eye on.

Motion by Wadinski to approve notice of election to self-insure Worker's Compensation Program through CVMIC. Second by Martens. All ayes. Motion passed 4-0.

Human Resource Committee Packet

January 11, 2021

Agenda Item
Discussion and Possible Action Approving Notice of Election to Self-Insure Worker's Compensation Program with CVMIC
Background
The Common Council established a self-insurance program administered by CVMIC effective January 1, 2013. The Wisconsin Worker's Compensation Act provides that covered employers either insure their liability with Work Comp insurers or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker's compensation risk and payment.
Fiscal Impact
None
Staff Recommendation
Approve the Notice of Election to Self-Insure Worker's Compensation Program administered by CVMIC.
Staff contact: Toni Vanderboom (715-261-6634)

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

RESOLUTION OF HUMAN RESOURCES COMMITTEE

Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0310

Date Introduced: January 26, 2021

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, on the 18th day of March, 2020, Wausau Mayor Mielke proclaimed a State of Emergency pursuant to Wis. Stat. §§323.11 and 323.14(4)(b) (“Proclamation”); and

WHEREAS, such Proclamation, among other things provided that it is necessary and expedient for the health, safety, and protection of the City to temporarily suspend or modify applicable ordinances or resolutions to allow immediate response to meet the needs of the extraordinary existing conditions for as long as the emergency public health emergency remains in effect in this state; and

WHEREAS, such Proclamation, among other things further provided that the Mayor of the City of Wausau may take all appropriate measure related to City employees in addressing and responding to this health emergency; and,

WHEREAS, such Proclamation was ratified and affirmed by the Common Council on Tuesday, March 24, 2020; and,

WHEREAS, on March 18, 2020, Mayor Mielke approved and declared a Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) (“Original Policy”); and,

WHEREAS; the Common Council ratified and approved such Original Policy on March 24, 2020; and,

WHEREAS, the Original Policy stated that it “shall be a living document updated by the Human Resources Department as needed as the situation develops;” and,

WHEREAS, the State of Wisconsin, Department of Health Services, under the authority of Wis. Stat. §252.02(3) and (6) and powers vested pursuant to Executive Order #72, and at the direction of Governor Tony Evers has issued Emergency Order #12 Safer at Home Order (“Safer at Home Order”) on March 24, 2020; and,

WHEREAS, on March 18, 2020, Congress passed, and President Trump signed, the Families First Coronavirus Response Act (“FFCRA”); and,

WHEREAS, on April 13, 2020, the Common Council ratified and approved a revision to the Original Policy. This revision was made to establish compliance with Governor Evers’s Emergency Order #12 Safer at Home Order and the federal Families First Coronavirus Response Act. The Revised Policy superseded the Original Policy; and

WHEREAS, on July 14, 2020, the Common Council ratified and approved a revision to the Revised Policy. This revision was made to remove references to the Governor’s Safer at Home order (Ever’s Emergency Order #12), which the Wisconsin Supreme Court overturned on May 13, 2020. This revision also clarified that the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) remained valid and in effect despite the May 11, 2020 expiration of the City of Wausau’s State of Emergency Proclamation;

WHEREAS, on August 12, 2020 the Common Council ratified and approved an additional revision to the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus), making this the third version of the policy to date. This most recent revision updated the Policy to stay up-to-date with developing conditions, including:

- Updates to COVID-19 symptoms according to the CDC
- Updates the City’s return to work procedures
- Allowing HR to put into revisions into effect immediately as procedures and public health recommendations change, and;

WHEREAS, on January 11, 2020 your Human Resources Committee reviewed and recommends a revision to the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus), making this the fourth version of the policy to date. This most recent revision updated the Policy to stay up-to-date with developing conditions, including:

- Communicating the expiration of the federal FFCRA benefits (Emergency Paid Sick Leave pay and Emergency Family and Medical Leave Expansion Act)
- Grants new Emergency Paid Sick Leave and Emergency Responder Paid Sick Leave balances to employees starting January 1, 2021 and expiring July 1, 2021 separate from the FFCRA
- Establishes requirement that an employee return to work as soon as possible via health department protocol or lose eligibility for continued use of the benefit(s) mentioned above; and

WHEREAS, the undersigned hereby declares that the Revised Policy is modified and superseded by the attached revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

BE IT RESOLVED, that the revisions of the Policy for Employees with Symptoms or Exposure of Novel COVID-19 flu (Coronavirus), a copy of which is attached hereto, are hereby ratified and affirmed and become the action of this Common Council as fully set forth therein.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: January 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Lou Larson
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Updating Wausau's Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus) for 2021.

Vanderboom said that the changes are for 2021 and the biggest change is that the Federal laws governing employee leave balances expired at the end of 2020. The proposed change presented is to let the FMLA coverage expire but continue having a dedicated sick leave bank (of 80 hours, or prorated in certain circumstances) for employees to utilize for COVID-19 that would expire July 31st. McElhaney asked what would happen if the Federal government decides to re-up the benefits that were allowed to expire. Vanderboom said that the policy can be redone to account for Federal regulations if that happens.

Motion by Herbst to update Wausau's Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus) for 2021. Second by Martens. All ayes. Motion passed 4-0.

Human Resource Committee Packet

January 11, 2021

Agenda Item
Discussion and possible action updating Wausau's Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus) for 2021.
Background
The Human Resources Department has been diligently updating the City's policy as CDC, DHS and Marathon County Health Department learn more about COVID-19. The Families First Coronavirus Response Act expired on 12/31/20 and was not extended as part of the recent federal stimulus package. The updated policy includes the following changes and establishes a City response to the loss of paid balances for covid-related absences: • Communicates the expiration of the FFCRA benefits (Emergency Paid Sick Leave pay and Emergency Family and Medical Leave Expansion Act) • Grants a new Emergency Paid Sick Leave and Emergency Responder Paid Sick Leave balance to employees starting 1/1/21 and expiring 7/1/21, separate from the FFCRA • Establishes that if an employee can return to work via health department protocol and chooses not to, the employee will be ineligible for continued Emergency Responder Paid Sick Leave or Emergency Responder Paid Sick Leave.
Fiscal Impact
Undetermined. There is no initial cost for this benefit, but covid-related absences may result in overtime expenses.
Staff Recommendation
Approve the updated Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)
Staff contact: Toni Vanderboom (715-261-6634)

CITY OF WAUSAU
POLICY FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF NOVEL COVID-19 FLU (CORONAVIRUS)

Effective: March 18, 2020

Revised: January 1, 2021

BACKGROUND

The Centers for Disease Control is responding to an outbreak of respiratory disease caused by novel (new) coronavirus that has been named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019” (abbreviated “COVID-19”). On January 30, 2020 the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a “public health emergency of international concern” (PHEIC). On January 31, Health and Human Services declared a public health emergency (PHE) for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, the WHO characterized COVID-19 as a pandemic. On March 13, the President of the United States declared the COVID-19 outbreak a national emergency.

Coronaviruses are a large family of viruses that are common in people and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people such as with MERS-CoV, SARS-CoV, and now with this new virus (named SARS-CoV-2). This is the first pandemic known to be caused by the emergence of a new coronavirus.¹

Marathon County will take appropriate measures to limit or slow any further spread of this disease in our workplace, schools and community. People who are actively sick with COVID-19 can spread the illness to others; therefore it is important that employees with symptoms consistent with COVID-19 minimize their exposure to others. This policy addresses employment considerations in relationship to the exclusion, either voluntary or mandatory, of City employees from employment based on possible COVID-19.

The City of Wausau continues to respond to the COVID-19 challenge. The health and wellbeing of our employees and the citizens of Wausau are of utmost importance to the City. The content of this policy may be revised by Human Resources staff and placed into effect immediately as procedures and public health recommendations change, with approval from the Mayor and/or Council as appropriate and in a timely manner. The Human Resources Department continues to monitor progress of federal legislation governing COVID-19 responses, and will continue to update this policy as needed.

COVID-19 SYMPTOMS

People with COVID-19 have a wide range of symptoms reported, ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Symptoms include, but are not limited to:

- Cough
- Shortness of breath or difficulty breathing
- Fever or chills
- Muscle or body aches
- Sore throat
- New loss of taste or smell
- Fatigue
- Headache
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea²

This list does not contain all symptoms; the CDC will continue updating the list as they learn more about COVID-19, found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>. Employees are to monitor for symptoms prior to reporting for work each day. Employees who exhibit influenza-like symptoms as described above, or suspect an exposure to someone suffering from COVID-19, are required to report that information to their supervisor before returning to work and may be subject to return to work criteria established at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html> and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html>. Suspected exposures and employees who test positive for COVID-19 should contact the Marathon County Health Department at 261-1900 for guidance and contact tracing.

Not everyone who has COVID-19 suffers from all of the symptoms above, and some individuals experience mild or moderate symptoms. Employees are in the best position to know how they typically feel and whether the symptoms they are experiencing are due to other factors such as seasonal allergies, loss of sleep, ate something that didn't agree with them, etc. In light of the variety of symptoms, if you are not feeling your usual self it is recommended to stay home, not come to work, and notify your supervisor and Human Resources. People who are sick with influenza-like illness should stay home and minimize contact with others. If you think you may have been exposed to COVID-19, contact your healthcare provider and track your symptoms.

Seek Emergency Medical attention if you have trouble breathing, a persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, or if you have bluish lips or face.³

PREVENTION

The health of staff and the community is the highest priority within the City of Wausau. As such, all employees are expected to follow CDC, Wisconsin Health Department and Marathon County Health Department recommendations regarding the COVID-19 virus.

Individuals have an important role in protecting themselves and their families.

- Stay informed. Health officials will provide additional information as it becomes available.

- Employees should take these everyday steps to protect your health and lessen the spread of this new virus:
 - Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it.
 - Wash your hands often with soap and water, especially after you cough or sneeze. Alcohol-based hand cleaners are also effective and will be available in your department.
 - Avoid touching your eyes, nose or mouth. Germs spread this way.
 - Clean and disinfect high-touch surfaces in your home, and to the extent possible avoid touching high-touch surfaces in public places.
 - Avoid close contact. Whenever possible, maintain 6 feet distance between yourself and others. Do not gather in groups and stay out of crowded places.
 - Cover your mouth and nose with a cloth face cover when you are around others, unless you have an underlying condition which prevents the wearing a face cover.
 - If you are sick with COVID symptoms, you may be sick for a week or longer. You should stay home and keep away from others as much as possible, including avoiding travel and not going to work or school, until you meet the recommended guidelines (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html> and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>.)
 - If you leave the house to seek medical care, call ahead and wear a facemask, if available and tolerable, and cover your coughs and sneezes with a tissue. In general, you should avoid contact with other people as much as possible to keep from spreading your illness, especially people at increased risk of severe illness from influenza. Stay in a specific “sick room” and limit contact with people and pets.
 - Employees are expected to follow the CDC prevention guidelines found at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html>
 - For more information, visit the CDC website at <https://www.cdc.gov/coronavirus>

The virus is thought to spread mainly from person-to-person. However, as a prevention technique, the CDC recommends that individuals perform routine environmental cleaning. Guidance on cleaning protocols can be found at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>. City of Wausau Building Maintenance contacted the cleaning contractor responsible for City buildings, and they have assured that their staff received training regarding the current health crisis. However, all departments are strongly encouraged to establish appropriate in-house environmental cleaning procedures.

The City of Wausau also issued the following guidance to support the health of both employees and residents:

- Employees shall wherever possible replace in-person meetings with virtual meetings.
- Whenever possible, ridership in City vehicles (excepting transit) shall be limited to one person. This may require temporary reassignment of City vehicles.
- All City equipment and work places shall be sanitized by the operator/employee at the start of each shift.

- Lunch or break room access is restricted to food storage and food prep wherever possible. If not possible, the space shall be sanitized frequently and employees must practice appropriate social distancing protocol.

CONTINUITY OF OPERATIONS

The City of Wausau is dedicated to managing resources to ensure that the City may continue operations during a pandemic. To this effect, Department Directors designated all employees based on operational need into three categories:

1. Required employees: Required employees are critical to business operations and must report to work or work in the field to perform their required duties. These employees may be required to report on a modified schedule according to department needs.
2. Required remote employees: Required remote employees are critical to business operations but can perform all or part of their duties remotely. Those employees are required to complete a Temporary Work at Home request form and follow the guidance under “Alternate Work Arrangements and Telecommuting” below.
3. Non-required employees: Non-required employees shall not report to work unless instructed to do so by their Director.

Any employee may be re-designated as the COVID-19 virus continues to impact the City’s operations. Also, employees may be assigned to perform essential work in other units for which they may be qualified and/or can safely perform the work. If an employee is reassigned to perform other essential work, they will continue to be paid according to their regular pay rate. Reasonable exemptions from reassignment based on high-risk status may apply, as determined by the Human Resources Department. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

If necessary for continued operations in certain critical areas, the City may request and receive an Exception to Home Quarantine from the County Health Officer. If this exception is granted, an employee who is under quarantine order for COVID-19 exposure who has not been diagnosed with COVID-19 may be able to report to work during the quarantine period. However, that employee will still be subject to the quarantine order when not at work. Departments will not seek an Exception to Home Quarantine without approval from the Mayor and support from Human Resources.

TELECOMMUTING

In an effort to slow the transmission of the disease, and in response to hardships developing from school closures, employees may request permission to work from home. Normally, these arrangements are heavily restricted under City policy. However, in response to the current pandemic, departments that are able to have employees work from home are authorized to do so.

This accommodation may not be possible for all employees, and may only be possible for a limited number of employees. The Department Director must determine what is appropriate for each individual situation. Department Directors should work with CCIT to ensure that telecommuting options are possible with the current technology available to the City, and that proper information security protocols are observed. Employees who are granted a telecommuting accommodation under this policy should be aware that this accommodation is temporary in nature, and may be revoked by the City. All telework accommodations granted under this policy will end when public health conditions related to the COVID-19 virus no longer require these extraordinary measures, as determined by the Mayor and/or Common Council. Employees being granted a telecommuting accommodation must complete a Temporary Work at Home Request Form, available in the Human Resources Department or on the City's intranet, prior to beginning to telecommute. City-owned equipment remains the property of the City of Wausau and must be returned to the workplace at the end of the temporary telecommunicating assignment.

Barring authorization from the Mayor or Council, all departments are expected to maintain service to the citizens of Wausau. Any decisions related to closure of departments or services require the approval of the Mayor or action by the Common Council.

ALTERNATE WORK ARRANGEMENTS

Another effort to slow the transmission of the disease is alternate work arrangements. Department Directors may establish schedules designed to limit employee contact, and to attempt to preserve the health of employees as required to maintain department operations. All alternate work schedules must be approved by the Mayor or Common Council, either in writing or via public action, prior to implementation. All alternate work arrangements have been ended as of July 1, 2020. However, the Mayor or Common Council may approve this response measure again in the future, should it be needed.

If an employee is assigned a reduced or altered schedule because of the emergency, that employee shall be guaranteed 100% of their normal bi-weekly base pay (see below for the exclusions to this guarantee.) An employee who is assigned an alternate work schedule that represents a reduction in hours shall use the pay code "Covid Shift Pay" to document the hours below the normal schedule and to receive normal hourly compensation for those hours. Use of the "Covid Shift Pay" does not deduct accrued time from an employee's leave bank, and is WRS reportable.

Salary continuation for alternate work schedules does NOT guarantee that an employee under quarantine order, out sick, or caring for a covered relative will maintain 100% pay. Employees will not maintain their current salary if the City of Wausau institutes a furlough or layoff. The City cannot extend this salary continuation guarantee to grant-funded positions unless the grant-funding allows, and does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City. This policy only guarantees continued pay if a Department Director reduces an employee's schedule based on the needs of the City, and does not prohibit the City from amending or ending this guarantee based on future needs.

Alternate work arrangements resulting in lost time, and any pay practices affected or changed by an alternate work arrangement must be approved by the Mayor or Council prior to implementation.

TRAVEL RESTRICTIONS AND POST-TRAVEL QUARANTINE

The City of Wausau has restricted all work travel to locations with widespread or ongoing community spread of COVID-19, and is prohibiting all non-essential work travel outside of Marathon County. Employees are required to report all out-of-state travel to their supervisors before their date of departure. If an employee needs to travel out of Marathon County for essential work reasons, that travel must be approved by the Mayor with a recommendation from the Department Director.

The CDC has issued travel guidelines and recommendations regarding travel on their website at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html> and the Wisconsin Department of Health Services has travel guidelines and recommendations available at <https://www.dhs.wisconsin.gov/covid-19/travel.htm>. The City of Wausau is requiring employees follow CDC, Wisconsin Health Department, and Marathon County Health Department recommended guidelines for quarantine after travel. As of August 25, 2020 the CDC and the Wisconsin Department of Health Services are advising individuals monitor their health for 14 days upon return from any travel and follow COVID protocols if they become sick.

EXCLUSION FROM EMPLOYMENT

The City of Wausau will take appropriate action to prevent, suppress and control COVID-19 and other communicable diseases. In order to maintain a safe work environment, the City of Wausau may exclude certain employees from employment if:

- they are experiencing symptoms similar to or been diagnosed with COVID-19
- they are subject to a quarantine order by a local, state or federal health official
- they are identified by a Health Department as having been in “close contact” with someone who has been diagnosed with COVID-19

Employees should first be given the opportunity to voluntarily leave the workplace and utilize sick or other paid leave balances. If the employee refuses, the employer may then exclude him/her from employment. If the employee is asymptomatic and able to work from home, accommodations may be made for the individual to telecommute.

Individuals who are excluded from employment under this protocol will be given an Exclusion from Employment Notification Form (EENF) and will be directed to go home. Both employees who are excluded and those who voluntarily remain at home under this protocol will not be allowed to return to their worksite until the conditions established by the CDC have been met.

The CDC provides guidance regarding return-to-work requirements at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html> and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>). A doctor’s release and/or a negative COVID test may be required before returning to work.

No disciplinary action will result from an employee's use of sick leave based on voluntary compliance or this exclusion. Employees who are excluded from work or voluntarily remain at home are eligible to use sick leave for the period of exclusion (subject to normal sick leave procedures), and may be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave. An employee's Perfect Attendance Leave eligibility will not be affected by use of sick leave arising from an exclusion from work or a voluntary absence due to COVID-symptoms.

LEAVE BENEFITS

SICK LEAVE: The City of Wausau has a generous sick leave policy already in place to protect employees who need to miss work due to illness. An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. Employees may also use sick leave to attend medical appointments, and to care for a member of his/her family's serious health condition. For more information on the City's sick leave policy, please visit the Employee Handbook Section 8.06-Sick leave. This policy temporarily adjusts sick leave requirements so that

1. an employee under a "recommended quarantine" (per CDC and Health department guidelines) is eligible to use sick leave for the quarantine period, even if the employee is asymptomatic, and
2. an employee is eligible to use sick leave for the care of a child who is subject to quarantine even if the child is asymptomatic

except as otherwise limited by this policy. Please see the policy below for information on the Emergency Paid Sick Leave benefit under the FFRCA and the Emergency Responder Paid Sick Leave benefit.

PERFECT ATTENDANCE LEAVE: Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The provisions under the Perfect Attendance Leave Policy remain in effect for all other sick leave usage.

FMLA: The seasonal flu and colds do not normally qualify for FMLA; however, depending upon the severity of symptoms and complications an employee may be eligible for FMLA because of a COVID-19 illness, or to care for a family member suffering from COVID-19. The Families First Coronavirus Response Act has also temporarily expanded FMLA coverage until 12/31/2020. If you think you may be eligible for FMLA, or for more information on FMLA benefits, please contact your Human Resources department.

DONATED LEAVE: The City of Wausau's Donated Leave Policy allows employees to donate vacation time to employees with a serious medical illness themselves or of an immediate family member. Information on the Donated Leave Policy is available on the City's Intranet, or by contacting the Human Resources Department.

UNPAID LEAVES OF ABSENCE: Employees may request leave without pay. Leaves shall not exceed 30 days without approval by the Human Resources Committee and Common Council. During an unpaid leave of absence longer than 5 days, no benefits shall accrue. Participation in group insurance plans can be maintained provided the employee pays the full cost.

VACATION: The City has temporarily suspended vacation maximum accrual limits in the Employee Handbook Section 8.04 – Vacation. Employees will be able to accrue vacation time above their stated maximum amount until June 30, 2021. On July 1, 2021 employees will stop accruing additional time above the maximum amount of vacation and will lose any vacation accrual amounts above the maximum accrual limit in the Employee Handbook, existing on that date. Payout of vacation benefits remains subject to the original policy (i.e. the City of Wausau will not pay out vacation balances, upon separation from service or for any other reason, above the maximum accrual amount allowable in the Employee Handbook). The suspension of vacation accrual limits does not apply to represented employees, unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

On March 18, 2020 President Trump signed the Families First Coronavirus Response Act (FFCRA) into law. This law was effective April 1, 2020 and ended on December 31, 2020. The law provided:

Emergency Paid Sick Leave (pay code VTO or Virus Time Off)
Emergency Family and Medical Leave Act Expansion

EMERGENCY PAID SICK LEAVE

While the federal requirement to provide Emergency Paid Sick Leave for qualifying COVID-19 absences expired with the FFCRA on December 31, 2020, the City of Wausau will offer a new balance of Emergency Paid Sick Leave on January 1, 2021 to expire on July 1, 2021. This policy is not intended to supplant or supersede any federal, state, or local COVID-19 related law(s) addressing the same subject matter that may be passed in the future. If any such law is passed on date later than this policy is adopted, the City reserves the right to revisit and amend this policy in any lawful manner. This may mean repealing the policy altogether because a mandated law takes its place; or amending the policy to allow for discretionary benefits *in addition to* whatever the law provides.

Emergency paid sick leave, or VTO, may be used when an employee is unable to work for one of the following reasons:

Self-care

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Care of others

4. The employee is caring for an individual who is subject to an order described above, or has been advised to self-quarantine as described above.
5. The employee is caring for his/her child (as defined by the FMLA) because the child's school or place of care has been closed or is unavailable due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Full-time employees receive 80 hours of Emergency Paid Sick Leave, or VTO, and part-time employees receive Emergency Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total for reasons included under "self-care." Emergency Paid Sick leave is paid at 2/3 of an employees' regular rate of pay up to \$200/day and \$2,000 total for reasons included under "care of others." An employee may use other paid balances to reach 100% of their regular base pay if they reach a pay cap during the 80 hours of Emergency Paid Sick Leave. Employees must complete the COVID-19 Application for Leave of Absence form (available at the end of this policy and on the Intranet) and return it to Human Resources in order to utilize VTO.

If local, state or federal health authorities approve a method to expedite an employee's timeline to return to work (for example, if a negative test would allow an employee to return to work faster) and the employee opts not to return, the employee shall not be eligible for Emergency Paid Sick Leave beyond the earliest return to work date. If telecommuting work is available and offered, an employee may not be eligible for Emergency Paid Sick Leave pay. If the City of Wausau receives an Exclusion from Home Quarantine from the health department, an employee may not use Emergency Sick Leave pay instead of returning to work.

EMERGENCY RESPONDER PAID SICK LEAVE

The City of Wausau designated employees who are responsible for responding to medical, fire, public safety and police emergencies, as well as those employees necessary to respond to public health emergencies related to the City's water, wastewater and streets infrastructure as emergency responders. The following is a list of employees currently considered as emergency responders (the City may revise this list as needed as the COVID-19 emergency continues):

- All sworn Fire and Police personnel
- Wastewater staff required to maintain or operate pumps and equipment: Plant Maintenance Mechanic, Senior Plant Maintenance Mechanic, Senior Sewer Maintainer, Sewer Maintainer, Waste Water Plant Operations Technician, Collections System Supervisor, and Wastewater Lab Technician, and Wastewater Superintendent.
- Water staff required to maintain or operate pumps and equipment: Water Distribution Maintainer, Senior Water Distribution Maintainer, Water Plant Operations Technician, Water Plant Operator, and Water Operations Superintendent.

- Streets staff required to maintain infrastructure: Street Maintainer, Equipment Operator, Senior Equipment Operator, and Senior Equipment Service Mechanic, Equipment Service Mechanic, Traffic Maintainer, Fleet Supervisor, Fleet and Facilities Manager, Electrical Worker II, Electrical Worker III, Public Works Supervisor, and Public Works Superintendent.

The City of Wausau is provided the Emergency Responder Paid Sick Leave benefit to these employees. The Emergency Responder Paid Sick Leave benefit shall go into effect on April 1st, and ends no later than July 1, 2021. The City of Wausau will offer a new balance of Emergency Responder Paid Sick Leave on January 1, 2021 to expire on July 1, 2021. This policy is not intended to supplant or supersede any federal, state, or local COVID-19 related law(s) addressing the same subject matter that may be passed in the future. If any such law is passed on date later than this policy is adopted, the City reserves the right to revisit and amend this policy in any lawful manner. This may mean repealing the policy altogether because a mandated law takes its place; or amending the policy to allow for discretionary benefits *in addition to* whatever the law provides. This benefit may be used when an employee is unable to work for one of the following reasons:

- The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19 issued by the CDC, DHS or Marathon County Health Department.
- The employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
- The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

Full-time employees receive 80 hours of Emergency Responder Paid Sick Leave, and part-time employees receive Emergency Responder Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Responder Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total. Employees should use the pay code "EVTO" or "Emergency Virus Time Off" to report hours used under this benefit. An employee may use other paid balances to reach 100% of their regular base pay if they reach a pay cap during the 80 hours of Emergency Responder Paid Sick Leave. Employees must complete the COVID-19 Application for Leave of Absence form (available at the end of this policy and on the Intranet) and return it to Human Resources in order to utilize EVTO. This benefit does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

If local, state or federal health authorities approve a method to expedite an employee's timeline to return to work (for example, if a negative test would allow an employee to return to work faster) and the employee opts not to return, the employee shall not be eligible for Emergency Paid Sick Leave beyond the earliest return to work date. If the City of Wausau receives an Exclusion from Home Quarantine from the health department, an employee may not use Emergency Responder Sick Leave pay instead of returning to work. If telecommuting work is available and offered, an employee may not be eligible for pay under this City policy.

WORKERS COMPENSATION

Exposure to COVID-19 that arose from the employee's work may be eligible for Worker's Compensation. However, to be eligible for Worker's Compensation the exposure must be proven to have occurred while the employee was performing work. The strictures surrounding COVID-related workers compensation for first responders were temporarily revised but that revision has since expired.

For an employee to be eligible for worker's compensation benefits in any situation, including injuries as a result of the coronavirus, the employee has the burden of proving, beyond a legitimate doubt, these three elements:

1. An injury
2. The injury occurred when the employee was in the course of their employment
3. The injury arose out of the employment

Applying these **3 Elements** to COVID-19, the employee must prove the following:

1. There is an injury, (i.e. a positive COVID-19 test, or diagnosis from a qualified medical provider
2. The employee was in the course of the employment when the exposure, which led to the injury, occurred
3. The injury arises out of the employment, i.e. there is a qualified medical opinion that relates the COVID-19 injury to a specific exposure at work (See Element #3 Criteria)

Element #3 requires a qualified medical opinion.

Wisconsin Statute section 102.17(1)(d)1 states:

“Certified reports of physicians, podiatrists, surgeons, psychologists, and chiropractors are admissible as evidence of the diagnosis, necessity of the treatment, and **cause** and extent of the disability.” **HOWEVER**, “Certified reports by doctors of dentistry, physician assistants, and advanced practice nurse prescribers are admissible as evidence of the diagnosis and necessity of treatment **but not of the cause** and extent of disability.”

Employees who believe their exposure to COVID-19 is eligible for Worker's Compensation should follow established Worker's Compensation policies and procedures.

¹ “Coronavirus Disease 2019 (COVID-19) Situation Summary.” *Centers for Disease Control and Prevention*, 15 March 2020, <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/summary.html>.

² “Symptoms of Coronavirus.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms/html>

³ “What To Do if You Are Sick.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

CITY OF WAUSAU
EXCLUSION FROM EMPLOYMENT NOTIFICATION (EENF)/
FITNESS FOR DUTY/RETURN TO WORK MEDICAL RELEASE
COVID-19 (Coronavirus)

Instructions: This form is to be used when Wausau City employees are excluded from employment in accordance with the aforementioned policy.

This section to be completed by Department Director or Authorized Designee

In accordance with the City of Wausau Policy for Employees with Symptoms or Exposure of COVID-19 Flu (Coronavirus).

_____ has been excluded from employment
(Employee Name)

Effective _____ a.m./p.m. on _____, _____, 2020
(Time) (Day) (Month) (Date)

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either the conditions established by the CDC have been met. These conditions can be found at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html> and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>.

Employees will be expected to return to work as soon as the exclusion period ends. Employees requesting additional time off once the exclusion period ends must follow their department leave rules and policies.

(Department)

(Signature of Department Director or Authorized Designee)

CORONAVIRUS DISEASE 2019 (COVID-19) SCREENING TOOL FOR CITY OF WAUSAU EMPLOYEES

The symptoms of COVID-19 are wide ranging and can vary from mild to severe.. For most people, the immediate risk of becoming seriously ill from the virus that causes COVID-19 is thought to be low. Older adults and people of any age with underlying health conditions, such as diabetes, lung disease, or heart disease, are at greater risk of severe illness from COVID-19. Use the following checklist or the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> to help decide if you or someone in your family may have COVID-19:

- ☐ Yes ☐ No Do you have a fever of 100.4° F or greater using an oral thermometer?
- ☐ Yes ☐ No Do you have a cough?
- ☐ Yes ☐ No Do you have shortness of breath?
- ☐ Yes ☐ No Fatigue
- ☐ Yes ☐ No Muscle or body aches
- ☐ Yes ☐ No Headache
- ☐ Yes ☐ No New loss of taste or smell
- ☐ Yes ☐ No Sore throat
- ☐ Yes ☐ No Congestion or runny nose
- ☐ Yes ☐ No Nausea or vomiting
- ☐ Yes ☐ No Diarrhea
- ☐ Yes ☐ No Chills

Seek medical advice if you

- Develop any of the above symptoms

AND

- Have had close contact (within 6 feet of an infected person for at least 15 minutes) with someone with confirmed COVID-19, or
- Have been asked or referred to get testing by their healthcare provider, local or [state](#) health department

Not everyone needs to be tested. If you do get tested, you should self-quarantine/isolate at home pending test results and follow the advice of your health care provider or a public health professional.

SHOULD I STAY HOME FROM WORK?

If you checked yes to symptoms above that cannot be reasonably related to a pre-existing health condition you should stay home until the conditions established by the CDC at [cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html) and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html> are met. On

Until then:

- Stay home except to get medical care, if needed
- Avoid public areas
- Avoid public transportation
- Stay away from others
- Limit contact with pets & animals

If you think you have been exposed to COVID-19 and develop a fever and symptoms, such as coughing and difficulty breathing, call your healthcare provider for medical advice.

**CITY OF WAUSAU
TEMPORARY WORK AT HOME REQUEST FORM**

This agreement establishes the terms and conditions of telecommuting. The employees who participate in the Telecommuting Program are to follow the guidelines and policies outlined below.

1. Duration: This agreement will be valid until such time that the City of Wausau deems it canceled.
2. Work hours: Employees participating in this program are expected to work the traditional core hours of work that has been pre-established by their Department Director.
3. Pay and Attendance: All pay and leave will be based on the employee's position. The employee's time and attendance will be recorded as if performing official duties at the worksite facility.
4. Leave: Employees must obtain supervisory approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. Overtime: An employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the agreement being canceled.
6. City Owned Equipment: In order to perform work effectively, employees may use City of Wausau equipment at the telecommuting location. However, employees are expected to maintain their devices in a manner that the equipment does not become damaged due to neglect of the equipment, lost or stolen.
7. Liability: The City of Wausau will not be responsible for damages to the employee's property resulting from telecommuting.
8. Cost: The City of Wausau will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The employee will be supplied with needed office supplies. Reimbursement for authorized expenses incurred while conducting official duties at the telecommuting location will need to be pre-authorized by the Department Director.
9. Workers' Compensation: The employee is covered under workers' compensation if injured while performing official duties. Telecommuting employees are responsible for notifying the City if such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite, or caused by environment of telecommuting location.
10. Work Assignment: Work Assignments will be provided by the Department Director or Supervisor which can be communicated via phone, email, or in-person. The frequency of meetings with the Department Director or Supervisor is at their discretion. The employee will complete all work assignments according to procedures determined by the Department Director or Supervisor.
11. Tax and Other Legal Implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

I agree to the above terms and understand that this agreement is temporary in nature.

Print Employee Name	Employee Signature	Date	Department Director Signature	Date
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CITY OF WAUSAU
COVID-19 APPLICATION FOR LEAVE OF ABSENCE
FAMILY AND MEDICAL LEAVE ACT (FMLA)

TO ENSURE CONFIDENTIALITY
COMPLETE THIS FORM AND RETURN DIRECTLY TO THE HUMAN RESOURCES DEPT.

Name: _____ Date: _____

Current Address: _____

Department: _____ Location: _____

Supervisor Name: _____ Supervisor Phone Number: _____

Position/Job Title: _____ Date of Hire: _____

Expected Leave Start Date: _____ Expected Return Date: _____

Reason for Leave:

Need for leave of:

☐ Self ☐ Spouse/Domestic Partner* ☐ Child (DOB _____) ☐ Parent

Name: _____

Relationship to employee: _____

Please state the reason: _____

- _____
- ☐ Employee caring for someone in quarantine.
 - ☐ Employee caring for their son or daughter due to school/daycare COVID-19 related closure.
 - ☐ Employee experiencing "any other substantially similar condition specified by the Secretary of Health and Human Services".
 - ☐ Employee's own COVID-19-related quarantine order from local/state/federal government.
 - ☐ Employee's own COVID-19- related self-quarantine recommended by health care provider.
 - ☐ Employee has COVID-19 symptoms and is seeking a medical diagnosis.
 - ☐ Other (please explain): _____

While I am on leave, I would like to substitute the following paid time provided by the City.

Please circle your choice: Sick Leave City Vacation City Emergency Paid Sick Leave (if available)

Leave based on the serious health condition of the employee or employee's qualified family member will require completion of a medical certification form by the attending Health Care Provider.

*** Wisconsin leave is allowed for same-sex and opposite-sex domestic partners who qualify under Wisconsin law.**

Employee Name (Print)

Employee Signature

Date

**CITY OF WAUSAU FOR EMPLOYEES WITH SYMPTOMS OR EXPOSURE OF
COVID-19 (CORONAVIRUS)
FREQUENTLY ASKED QUESTIONS (FAQ)
March 16, 2020**

1. How do I know if an employee needs to be excluded from employment?

An employee should be excluded from the workplace if he/she meets any one of the following:

- is currently experiencing symptoms consistent with COVID-19 (Coronavirus) as defined by the CDC
- is diagnosed by a healthcare provider as having COVID-19

are subject to a quarantine order by a local, state or federal health official (including individuals identified by a Health Department as having been in “close contact” with someone who has been diagnosed with COVID-19).

2. What do I do if an employee needs to be excluded from employment?

Supervisors should use prudent judgement when considering excluding an employee from work. Please read and familiarize yourself with the COVID-19 symptoms. CDC guidelines on COVID-19 can be found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

Supervisors who have concerns or questions about employees must consult with the Human Resources Department or a Marathon County Health Department Representative **before** considering sending the employee home and excluding him/her from the workplace. If, after careful consideration and consultation, it is determined that the employee should be excluded from employment, the Department Director or authorized designee should complete the Exclusion from Employment Notification Form (EENF) and give a copy to the employee. The original EENF should be provided to Human Resources and placed in the employee medical file. Explain to the employee that he/she is being excluded from employment until he/she meets the criteria to be allowed to return ([cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html) and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>).

If an employee voluntarily agrees to follow the exclusion protocol, an EENF is not required.

3. What if the employee calls in sick, or voluntarily goes home because he/she suspects COVID-19?

The employee can go/stay home if he/she has the symptoms. The employee may use sick or other paid leave and should follow all departmental leave rules and policies. Just like an excluded employee, an employee who voluntarily goes/stays some because of COVID symptoms must meet the criteria to be allowed to return ([cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html)).

[ncov/if-you-are-sick/end-home-isolation.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html) and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>).

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

If an employee voluntarily agrees to follow the exclusion protocol, an EENF is not required.

4. What if an employee calls in sick, or voluntarily goes home, and claims the illness is something other than COVID-19 (i.e. back spasms, migraines, asthma attack, etc.)?

Do not assume that every employee who calls in sick as symptoms of COVID-19. However, if an employee who calls in sick reports symptoms consistent with COVID, then the return to work protocol and other protections (such as PAL) will apply.

If, when he/she reports back to work, he/she displays symptoms consistent with COVID-19, the protocol for exclusion should then be followed.

All City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Most call in policies should require that the employee speak directly with the supervisor or designated person and provide a general description of their illness.

Employees absent for reasons unrelated to COVID-19 must follow standard policies and procedures.

5. What do I do when an employee says that someone in their family, or living in their household, has COVID-19?

You should call 261-1900 and consult with someone from Marathon County Health Department. Health department and CDC protocol as of the revision date of this policy requires that anyone who has had close contact with an individual positive for COVID-19 within the last 14 days must quarantine at home for 14 days. For more information, see <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html>.

If your employee is requesting absence to care for a family member who has been diagnosed with a confirmed or presumptive case of COVID-19, all City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Per City policy, an employee may use sick leave for a member of his/her family's serious health condition, where the serious health condition is certifiable under FMLA or

where the immediate family member requires the constant attention of the employee. Immediate family is defined as the employee's spouse, child, parent or relative living in the same household as the employee. The employee may also be eligible for EFMLA or Emergency Paid Sick Leave. Please consult Human Resources when an employee requests leave to care for a family member with a confirmed or presumptive case of COVID-19.

6. What do I tell other employees when someone has been excluded?

Supervisors should never discuss an employee's health with any other employee. If other employees ask, you should simply state, "Just as I don't discuss your health status with other employees, I am not going to discuss his/hers with you. The employee (name) is out on leave." If employees are expressing concern about their own health safety, you should tell them that the department is following CDC and public health protocols and taking appropriate measures to ensure the safety of all employees.

7. How do I know when the employee is to be allowed to return to work?

Individuals who are excluded from employment under this protocol or who voluntarily remain at home due to COVID symptoms will not be allowed to return to work until the conditions established by the CDC at [cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html) and <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html> have been met.

The employee is expected to return to work immediately once all of the above criteria has been met, unless otherwise directed by the department. If he/she chooses to remain at home because still not feeling well, all regular City and departmental sick leave policies and procedures should be followed.

8. Should I call an employee at home to get information about his/her symptoms, or an update as to his/her health status?

No. Once the employee has been excluded, it is up to the employee and/or his/her health care provider to determine his/her ability to return to the workplace.

If the employee voluntarily requests time off related to COVID-19 illness, he/she should follow all regular departmental sick leave policies and procedures, including calling in sick for each scheduled shift, unless a medical professional or health department personnel has removed the individual from work for an established period of time.

9. Is this a violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)?

No. HIPAA provides protection of personal health information. It does not prohibit an employee from providing information to his/her employer. It is the healthcare provider's

responsibility to obtain consent from the employee prior to releasing any protected health information.

10. How is the employee who has been excluded from employment to be compensated?

Employees who are excluded from employment under this policy can use sick or other accrued leave for all time away from work. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage.

11. What if the employee does not have any/enough sick leave accrued?

Employees may use other paid leave benefits according to established City policies. If the employee meets the requirements, the employee may also participate in the City's Donated Leave Policy. Under qualifying circumstances, if the employee is enrolled in the benefit, the employee may apply for income continuation insurance. Employees may also request an unpaid leave of absence. City policies regarding pro-rated benefit accruals/contributions may apply for employees on unpaid leaves of absence.

12. How will the use of sick leave related to COVID-19 affect the employee's other benefits?

Perfect Attendance Leave eligibility will not be affected by absences resulting from exclusion from employment or voluntary sick leave usage for illnesses consistent with COVID-19 symptoms. In order to avoid PAL ineligibility, the employee and their supervisor must certify to HR that the sick leave usage met the above criteria.

13. Can a health employee refuse to come to work, or perform job duties because of a belief that by doing so, he or she would be at increased risk of catching COVID-19?

No. If the employee refuses, he/she may face disciplinary action as a result of refusing to work. Each situation should be reviewed on a case-by-case basis in consultation with the Human Resources Department.

14. Can an employee who is exposed to, or diagnosed with, COVID-19 file a Worker's Compensation claim?

If an employee becomes ill because of a direct workplace exposure, he/she may be entitled to injury pay under Worker's Compensation. The supervisor should report the claim, and all other Worker's Compensation protocol should be followed.

15. What if an employee requests to work from home during the period of exclusion?

An employee has been excluded from work because they are ill. They should be encouraged to focus on their recovery and not work.

If an employee is excluded but asymptomatic, and their work duties allow, they may be allowed to work from home during the exclusion period.

16. What if an employee requests to work from home either to avoid to exposure, to care for sick family members or to care for dependent children when schools are closed during the pandemic?

For many jobs, this is not possible. For some jobs, especially in management, there are things that the employee can accomplish from home. The Department Director must determine what is appropriate for each individual situation.

17. What pay can an employee use for absences caused by child care needs because schools have been closed due to COVID-19?

If an employee's child is asymptomatic, any absences related to child care remain ineligible for sick leave usage unless the employee has been placed under a quarantine order by a health or medical official. The employee may use any paid leave other than sick leave for these absences, provided the absence is duly approved according to department rules. Starting April 1, employees may use EFMLEA (Emergency Family Medical Leave Expansion Act) time to stay home with their child whose school or day care is closed due to COVID-19. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

18. Can an employee receive FMLA because of COVID-19?

Eligibility for FMLA will depend upon the severity of the symptoms and each individual situation. FMLA may be concurrently approved or designated in accordance with State and Federal laws and City of Wausau FMLA policy. The employee is required to provide the appropriate medical certification to document the serious health condition of him/herself or a qualifying family member, and must give appropriate notice according to the laws and policy. For FMLA questions call Human Resources at 261-6632.

19. During a COVID-19 outbreak can my supervisor cancel my vacation time off request that has already been approved?

Yes, your supervisor has the authority to cancel any pre-approved vacation request, especially in situations where there are serious staff shortages as a result of illness.

20. Will my healthcare plan cover medical expenses associated with treatment for influenza?

Yes, you will have the same coverage that is currently available for any emergency or non-emergency illness. Deductibles and copays will apply. Tests to diagnose COVID-19 shall be covered 100% for in-network providers if medically necessary.

21. What assistance is available to help me cope with the emotional impact of an influenza outbreak?

The City of Wausau provides resources to help employees and eligible dependents cope with these and other types of life events through its Employee Assistance Program (EAP). Call 1-800-540-3758. The EAP provides confidential, short-term counseling at no cost to the employee.

22. My Department Director has instituted an alternate work schedule. How to I record lost time?

The City of Wausau has guaranteed that an employee will continue to receive 100% of their base pay if their hours are reduced by their Department Director in response to the Covid-19 situation. If you are assigned a schedule less than your normal hours (80 hours biweekly for full-time employees, or your base part-time schedule), use the pay code COVID-19 to record and receive pay for the missing hours. If you do not know what your base pay or schedule is, contact Human Resources for information.

23. I missed work because I got sick with flu-like symptoms. My pay is guaranteed at 100% and I don't have to use my balances, right?

No. The salary guarantee only protects employees whose Department Director assigned an alternate schedule which is less hours than their normal schedule. However, you may qualify for Emergency Paid Leave. Please complete the COVID-19 Application for Leave of Absence and turn it in to Human Resources.

24. I am home caring for my child because their school/day care is closed. What do I do?

First, make sure you notify your employer of your need to be absent according to your department's call-in procedures. Then complete the COVID-19 Application for Leave of Absence (attached) and provide it to HR. Human Resources staff will guide you through the rest of the process.

25. I already used my allotted amount of FMLA, but now I want to use my expanded FMLA benefits. How do I do that?

The Families First Coronavirus Response Act did not expand the amount of leave available to an employee. If you have exhausted your FMLA leave, you are ineligible for more time off under the FMLA expansion. If you only used a portion of your allotted FMLA leave, you may be eligible for the remainder of your time under the FMLA expansion. Complete the Covid-19 Application for Leave of Absence and provide it to HR.

26. How do I know if I am experiencing a substantially similar condition as COVID-19 and eligible for extra Paid Sick Leave?

Good question! At this point, the Secretary of Health and Human Services, the Secretary of the Treasury and the Secretary of Labor have not specified any additional conditions under this portion of the law. If they do, this policy will be updated and shared with employees.

27. I have been reassigned to another department and I don't feel safe with the new assignment. What do I do?

Please share your safety concerns with your supervisor or Human Resources. The City of Wausau is only reassigning staff to duties they are able to safely perform.

However, your reassignment will not be ended if your only concern regarding the new assignment is risk of exposure to COVID-19 unless you meet the following criteria: you are at higher risk for severe illness according to the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>), if a member of your household is high risk, or you are the primary and regular caregiver for a high risk individual. An employee who misrepresents themselves in response to those questions in an effort to avoid reassignment will be subject to disciplinary action up to and including discharge. An employee who fails to report during his/her regular work hours, or refuses a work reassignment, may be subject to discipline up to and including discharge, and will not be eligible for pay during the time period where work was offered and available.

28. If I am home with my child because his or her school or place of care is closed, or child care provider is unavailable, do I get paid sick leave, expanded family and medical leave, or both—how do they interact?

You may be eligible for both types of leave, but only for a total of twelve weeks of paid leave. You may take both paid sick leave and expanded family and medical leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons. The Emergency Paid Sick Leave Act provides for an initial two weeks of paid leave. This period thus covers the first ten workdays of expanded family and medical leave, which are otherwise unpaid under the Emergency and Family Medical Leave Expansion Act unless the you elect to use existing vacation, personal, or medical or sick leave under your employer's policy. After the first ten workdays have elapsed, you will receive 2/3 of your regular rate of pay for the hours you would have been scheduled to work in the subsequent ten weeks under the Emergency and Family Medical Leave Expansion Act.

Please note that you can only receive the additional ten weeks of expanded family and medical leave under the Emergency Family and Medical Leave Expansion Act for leave to care for your child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 related reasons.

(<https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>)

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving termination of Inspection Services Agreement with the Town of Stettin

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 89-0233

Date Introduced: January 26, 2021

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, on March 12, 1985, Council approved entering into an Agreement for Inspection Services with the Town of Stettin for the City to perform inspection services; and

WHEREAS, on March 25, 1985, the City and Town of Stettin entered into an Inspection Services Agreement which expired on March 25, 1986; and

WHEREAS, on August 12, 1987, the City and Stettin again entered into an Inspection Services Agreement which expired on August 12, 1988; and

WHEREAS, on February 28, 1989, Council approved renewing the subject Agreement with the inspection fees being increased which expired on December 31, 1989; and

WHEREAS, on September 4, 1990, Council approved renewing the Agreement for an indefinite period of time along with an adjustment to the fees and on September 5, 1990, the City and Stettin entered into an Inspection Services Agreement; and

WHEREAS, on November 9, 1993, Council approved amending the inspection fees and on January 1, 1994, an Agreement was entered into reflecting the new fees; and

WHEREAS, on November 15, 1994, Council approved increasing the inspection fees and on January 23, 1995, another Agreement was entered into; and

WHEREAS, the City has not performed inspection services for Stettin for at least ten years; and

WHEREAS, it was discovered that the subject Agreement was never properly terminated; and

WHEREAS, your Finance Committee, at their January 12, 2021 meeting, discussed and approved terminating the Inspection Services Agreement with the Town of Stettin.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby terminate the Inspection Services Agreement with the Town of Stettin.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action on terminating Inspection Services Agreement with the Town of Stettin

Rasmussen stated this and the next three items are housekeeping items. Approval will close the loop on the contracts and properly terminates them, even though they are old, some of them from the mid 1990's. She noted this inspection service with Town of Stettin hasn't been performed in over 10 years.

Motion by Martens, second by Watson to approve the termination. Motion carried 5-0.



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the Town of Stettin

Purpose: To terminate an Inspection Services Agreement with the Town of Stettin.

Facts: On March 12, 1985, the Common Council approved entering into an Agreement for Inspection Services with the Town of Stettin for the City to perform inspection services.

On March 25, 1985, the City and Town of Stettin entered into an Agreement for Inspection Services. The contract expired on March 25, 1986.

On August 12, 1987, the City and the Town of Stettin again entered into an Inspection Services Agreement for the City to perform inspection services for the Town of Stettin. The contract expired on August 12, 1988.

The Common Council, on February 28, 1989, approved renewing the subject agreement with the inspection fees being increased which expired on December 31 1989.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with an adjustment to the fees.

On September 5, 1990, the City and Stettin entered into an Inspection Services Agreement with an automatic year-to-year renewal until terminated by either party and also included a fee increase.

On November 9, 1993, the Common Council approved amending the inspection fees and on January 1, 1994, an agreement was entered into reflecting the new fees.

On November 15, 1994, the Common Council approved increasing the inspection fees.

On January 23, 1995, the City and Stettin again entered into an Inspection Services Agreement reflecting the approved fees increase.

While conducting research on another project, it was discovered that the subject Agreement was never properly terminated.

The Inspections Department indicated they have not performed inspection services for the Town of Stettin for ten years and more likely twenty years.

Recommendation: Approve terminating the Inspection Services Agreement with the Town of Stettin.

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 23rd day of January, 1995, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the Town of Stettin, Marathon County, Wisconsin, hereinafter called "STETTIN";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and STETTIN wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to STETTIN and STETTIN is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to STETTIN inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).

2. STETTIN shall pay to WAUSAU four hundred fifteen dollars (\$415) per permit per dwelling. This shall include time spent in travel.

3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, STETTIN shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.

4. STETTIN shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.

5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.

6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Doris Carlson
Witness
Doris Carlson
Witness

CITY OF WAUSAU BY:
John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

John H. H. E. T.

Witness

William B. Denham

Witness

TOWN OF STETTIN BY:

Thomas L. Miller

Thomas L. Miller, Chairman

LeRoy Rusch

LeRoy Rusch, Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving termination of Inspection Services Agreement with the City of Schofield

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 89-0233

Date Introduced: January 26, 2021

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, on August 12, 1987, the City and City of Schofield entered into an Inspection Services Agreement for the City to perform inspection services for Schofield which expired on August 12, 1988; and

WHEREAS, on September 4, 1990, Council approved renewing the Agreement for an indefinite period of time along with an adjustment to the fees and on September 5, 1990, the City and Schofield entered into an Inspection Services Agreement; and

WHEREAS, on November 9, 1993, Council approved amending the inspection fees and on February 3, 1994, an Agreement was entered into reflecting the new fees; and

WHEREAS, on November 15, 1994, Council approved increasing the inspection fees and on March 29, 1995, another Agreement was entered into; and

WHEREAS, the City has not performed inspection services for Schofield for at least ten years; and

WHEREAS, it was discovered that the subject Agreement was never properly terminated; and

WHEREAS, your Finance Committee, at their January 12, 2021 meeting, discussed and approved terminating the Inspection Services Agreement with the City of Schofield.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby terminate the Inspection Services Agreement with the City of Schofield.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action on terminating Inspection Services Agreement with the City of Schofield

Motion by Watson, second by Martens to approve the termination. Motion carried 5-0.



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the City of Schofield

Purpose: To terminate an Inspection Services Agreement with the City of Schofield.

Facts: On August 12, 1987, the City and City of Schofield entered into an Agreement for Inspection Services for the City to perform inspection services for Schofield. The agreement expired on August 12, 1988.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with the fee being adjusted.

On September 5, 1990, the City and Schofield entered into an Agreement for Inspection Services with an automatic year-to-year renewal until terminated by either party and also included a fee increase.

On November 9, 1993, the Common Council approved amending the inspection fees and on February 3, 1994, an agreement was entered into reflecting the new fees.

On November 15, 1994, the Common Council approved increasing the inspection fees.

On March 29, 1995, the City and Schofield again entered into an Inspection Services Agreement reflecting the approved fees increase.

While conducting research on another project, it was discovered that the subject Agreement was never properly terminated.

The city and Schofield have a current contract for inspection services for the period January 1, 2020 through December 31, 2024.

Recommendation: Approve terminating the Inspection Services Agreement dated March 29, 1995 with the City of Schofield.

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 27 day of March, 1995, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the City of Schofield, Marathon County, Wisconsin, hereinafter called "SCHOFIELD";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and SCHOFIELD wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to SCHOFIELD and SCHOFIELD is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to SCHOFIELD inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).

2. SCHOFIELD shall pay to WAUSAU four hundred fifteen dollars (\$415) per permit per dwelling. This shall include time spent in travel.

3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, SCHOFIELD shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.

4. SCHOFIELD shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.

5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.

6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Devin Carlson
Witness
Devin Carlson
Witness

CITY OF WAUSAU BY:

John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

Katrina Kusomski
Witness

Katrina Kusomski
Witness

CITY OF SCHOFIELD BY:

Sarah L. Kamke
Sarah Kamke, Mayor

Lynn Grych
Lynn Grych, Clerk-Treasurer

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving termination of Inspection Services Agreement with the Village of Rothschild

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 89-0233

Date Introduced: January 26, 2021

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, on June 19, 1989, the City and Village of Rothschild entered into an Inspection Services Agreement whereby the City would perform inspection services for Rothschild which expired on June 19, 1990; and

WHEREAS, on September 4, 1990, Council approved renewing the Agreement for an indefinite period of time along with an adjustment to the fees and on September 5, 1990, the City and Rothschild entered into an Inspection Services Agreement; and

WHEREAS, on November 9, 1993, Council approved increasing the inspection fees and on February 3, 1994, another Agreement was entered into; and

WHEREAS, the City has not performed inspection services for Rothschild for at least ten years; and

WHEREAS, it was discovered that the subject Agreement was never properly terminated; and

WHEREAS, your Finance Committee, at their January 12, 2021 meeting, discussed and approved terminating the Inspection Services Agreement with the Village of Rothschild.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby terminate the Inspection Services Agreement with the Village of Rothschild.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action on terminating Inspection Services Agreement with the Village of Rothschild

Motion by Herbst, second by Martens to approve the termination. Motion carried 5-0.



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the Village of Rothschild

Purpose: To terminate an Inspection Services Agreement with the Village of Rothschild.

Facts: On June 19, 1989, the City and Village of Rothschild entered into an Agreement for Inspection Services whereby the City would perform inspection services for Rothschild which expired on June 19, 1990.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with a fee increase.

On September 5, 1990, the City and Rothschild again entered into an Agreement for Inspection Services with an automatic year-to-year renewal until terminated by either party and also included the approved fee increase.

On November 9, 1993, the Common Council approved entering into an Inspection Services Agreement with a fee increase.

On February 3, 1994, the City and Rothschild entered into an Inspection Services Agreement with an automatic year-to-year renewal until terminated by either party and also included the approved fee increase.

While conducting research on another project, it was discovered that the subject agreement was never properly terminated.

The Inspections Department indicated they have not performed inspection services for the Village of Rothschild for ten years and more likely twenty years.

Recommendation: Approve terminating the Inspection Services Agreement with the Village of Rothschild.

89-0233
AG754

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 3rd day of Feb, 1994, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the Village of Rothschild, Marathon County, Wisconsin, hereinafter called "ROTHSCHILD";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and ROTHSCCHILD wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to ROTHSCCHILD and ROTHSCCHILD is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to ROTHSCCHILD inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).
2. ROTHSCCHILD shall pay to WAUSAU Three Hundred Seventy-five Dollars (\$375) per permit per dwelling. This shall include time spent in travel.
3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, ROTHSCCHILD shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.
4. ROTHSCCHILD shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.
5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.
6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Doris Carlson
Witness
Doris Carlson
Witness

CITY OF WAUSAU BY:
John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

Kathryn J. Mason
Witness

Elizabeth Lusch
Witness

VILLAGE OF ROTHSCHILD BY:

Neal C. Torney
Neal C. Torney, President

Sheila Pudelko
Sheila Pudelko, Clerk-Treasurer

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving termination of Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0118

Date Introduced: January 26, 2021

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, on June 21, 2005, the City executed a Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department to provide extended firefighting capabilities in the participating municipalities in the event of a major fire or disaster; and

WHEREAS, on January 1, 2014, the South Area Fire District was formed to include the Rib Mountain and Weston fire departments; and

WHEREAS, the Agreement remains in force until cancelled by filing with the affected city or town a cancellation notice approved by the governing body of the withdrawing unit of government and signed by its Mayor to Town Chairman; and

WHEREAS, no such cancellation notice was approved by either governing body; and

WHEREAS, your Finance Committee, at their January 12, 2021 meeting, discussed and approved terminating the Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to file a cancellation notice terminating the Fire Department

Mutual Aid Agreement with the Rib Mountain Fire Department.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action on terminating Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department

Rasmussen noted there is no longer a Rib Mountain Fire Department, it is now called South Area Fire and Emergency Response District (SAFER).

Motion by Herbst, second by Martens to approve the termination. Motion carried 5-0.

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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department

Purpose: To terminate a Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

Facts: On June 21, 2005, the City executed a Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department to provide extended firefighting capabilities in the participating municipalities in the event of a major fire or disaster.

On January 1, 2014, The South Area Fire District was formed to include the Rib Mountain and Weston fire departments.

The term of the agreement states, "This agreement shall remain in force until cancelled by filing with the affected city or town of a cancellation notice approved by the governing body of the withdrawing unit of government and signed by it's Mayor or Town Chairman. Cancellation shall become effective 30 days after transmittal of such notice."

A council resolution was not able to be located for this agreement.

While conducting research on another project, it was discovered that the subject agreement was never properly terminated.

Recommendation: Approve terminating the Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

ABR
1369

RECEIVED

SEP 15 2005

CITY OF WAUSAU
CITY CLERK

Fire Department Mutual Aid Agreement
Between The Wausau Fire Department and The Rib Mountain Fire
Department

STATEMENT OF PURPOSE: It is the purpose of this agreement to provide extended firefighting capabilities in the participating municipalities in the event of a major fire or disaster through a mutual aid agreement. Reliance on mutual aid under this agreement is not intended to be a substitute for the maintenance of an adequate level of firefighting capability which should enable the participating municipality to meet its normal fire service needs.

The agreement is entered into by and between the City of Wausau and the Town of Rib Mountain and shall be mutually binding upon each of the parties, and is entered into pursuant to authority granted under Wisconsin Statutes Section 66.0301 providing intergovernmental cooperation. The agreement shall become effective on the date an executed copy hereof is filed in the office of the City Clerk and Town Clerk of each party.

OPERATIONS: Each member municipality hereby authorizes their Fire Chief or his/her designee the ability to request and afford mutual aid from and to the other agreement member when properly requested. In the absence of the Fire Chief, the following departmental personnel are authorized to act in the absence of that proceeding: assistant chief or next senior officer, shift commander or other member in charge, next senior member.

Rules and regulations for the technical operation of this agreement shall be as follows and shall be adhered to by member Fire Department's under the direction of their Fire Chief's. Provided that nothing so written in the rules and regulations shall in any way vary or modify the terms of this agreement and provided further that nothing contained in these rules and regulations shall in any way require an agreement member to at any time materially impair the service necessary for the protection of their individual municipality.

Each member municipality to this agreement will hold the other municipality, its officers, agents, and personnel harmless to their actions.

Responding or aiding fire departments shall be responsible for the acts of their member's enroute to or returning from the emergency in all other localities or places, other than within the boundaries of the aided community.

No party to this agreement shall be held liable to another party for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement; provided that if the equipment or property of a party is damaged or destroyed by the gross negligence of another party, its agents or personnel, then the party responsible for such injury shall be responsible in

damages therefore, and the terms of the settlement shall be decided by authorized representatives of the parties. Provided that a requestor shall assume responsibilities for expenses providing lubrication oil, motor fuel and welfare items for the firefighters to the extent of supplies available at the time of the request, incurred by the requested in connection with the rendering or emergency assistance. Providing further, that all parties shall exercise due diligence in returning lost or forgotten equipment or material to the rightful owner.

Responding or aiding departments shall provide units that are adequately staffed and equipped. However, failure to provide assistance will not result in liability to a party.

If a member of a Fire Department is injured or killed while officially responding to or returning from or acting at the emergency whether within or without the boundaries of the aided community and under this mutual aid agreement, the Department of which he/she is a member shall grant him/her the same compensation and insurance benefits that it would if the emergency were in his/her own community.

When requested by a responding or aiding Department, assistance shall be provided by the aided Department to lead units inside the boundaries of the aided community.

The Chief of the Department, or his/her authorized assistant, that made the request for aid shall assume full charge of the operations, however, the apparatus, personnel and equipment and material of any Department rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the officer in command of the Fire Department rendering assistance.

Each member Fire Department shall file with the other participating Chief's a form mutually developed to provide the following information:

1. Fire Department phone number(s);
2. Names of Fire Chief and others in charge;
3. Business numbers of Fire Departments, if any;
4. List and numbers assigned for all available fire apparatus;
5. List of all available equipment for mutual aid and numbers assigned;
6. A copy of the department's chain-of-command and it's designation.

The Fire Chiefs of the two parties are hereby authorized to further enact details of this agreement, as necessary, for efficient day-to-day operations.

This agreement supercedes all other previous mutual aid agreements for fire services entered into between the signatories.

Specialized equipment and services, which constitute a higher level of fire fighting capability not generally comparable to that of the member Departments, and as

determined by the participating Fire Chiefs, are excluded from the agreement. Special agreements for such equipment and services may be negotiated as required.

TERMS OF THE AGREEMENT:

This agreement shall remain in force until cancelled by filing with the affected city or town of a cancellation notice approved by the governing body of the withdrawing unit of government and signed by its Mayor or Town Chairman. Cancellation shall become effective 30 days after transmittal of such notice.

SUNSET PROVISION:

The agreement shall be reviewed and update by all parties on a three-year rotational basis.

THEREFORE, BE IT RESOLVED:

1. That this mutual aid agreement is hereby approved and the rights and duties therefore are hereby assumed and accepted, subject to terms and conditions herein before set forth.
2. The Fire Chiefs of the respective signatories are hereby authorized and directed to do and perform the necessary acts to fulfill the obligation of this agreement.

Fire Department Mutual-Aid Agreement

Signature Page

City of Wausau

Town of Rib Mountain

James E. Tapp
City of Wausau – Mayor

Alan Opall
Town of Rib Mountain – Chairman

Michael Saff
City of Wausau – Clerk

Patricia J. Johns
Town of Rib Mountain – Clerk

Ray Buchberger
Wausau Fire Chief

[Signature]
Rib Mountain Fire Chief

June 21, 2005
Date

8/4/05
Date

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

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

Amending Section 10.20.080(a) designating no parking on the north side of the 500 block of Franklin Street from the east side of the driveway at 504 Franklin Street west to the corner of N. 5th Street

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: Minimal to remove current sign and install new one

File Number: 21-0114

Date Introduced: January 26, 2021

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>		

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following location:

...

Franklin Street

- **North side of the 500 block from the east side of the driveway at 504 Franklin Street west to the corner of North 5th Street**

Section 2. That the current parking restriction of No Parking Here to Corner on the north side of Franklin Street east of North 5th Street is hereby repealed.

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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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 parking restrictions in the 500 block of Franklin Street

Alder Kilian was contacted by residents asking for 2-hour parking restrictions as the block immediately west has it. A map and a copy of the petitions received were included in the packet.

Wesolowski reviewed the situation and does not recommend approval. In the past there were two-hour parking regulations on several different blocks downtown between 5th and 6th Street. It was a hodgepodge. When downtown parking came back to committee, it came back as a rectangular area bounded by 1st Street, 5th Street, Washington Street, and McIndoe Street. This makes it easier to enforce and explain. Wesolowski is concerned if this one block becomes 2-hour parking, it may spur others blocks to request the same and we will end up with the same hodgepodge as in the past. Over the last several weeks, he visited the block 8 times and has not seen anyone parking there. He does not see a parking issue. There currently is No Parking Here to Corner marked on each end. He received a call from Krista Salas of 511 Franklin Street who is neutral on the topic. She wants to go along with her neighbors but does not see an issue. She does want to maintain the No Parking Here to Corner.

Rasmussen questioned the width of the roadway. Wesolowski believes it is 60'. Rasmussen asked if cars on the street cause any difficulty with traffic or snow removal. Lindman has not heard of any issues. Rasmussen said the other situation for residents is the amount of traffic at 5th and Franklin. Franklin to the east becomes a County road and there are a fair number of large trucks coming off of 5th onto Franklin. She asked if there are issues with turning movements when cars are parked there. Wesolowski indicated the turning movements are aided by the No Parking Here to Corner.

Cliff Gidlund, 504 Franklin Street, initiated the petition. There has not been a parking issue recently. For several months, one person was parking between his driveway and the No Parking Here to Corner sign. When pulling out of his driveway, a car was right there. The No Parking Here to Corner is about 20 yards from the corner and on the opposite side it is 60 yards. If it cannot be two-hour parking, he would at least like to move the No Parking Here to Corner back so his driveway is not between it and the No Parking sign. If a car is parked there it becomes dangerous when he is backing out of his driveway. Wesolowski feels this makes sense. Wadinski likes this solution. The original request would not necessarily get rid of the problem as a car could park there for two hours.

Wadinski moved to extend No Parking Here to Corner to the east past the driveway of 504 Franklin Street.

Larson will not support this motion due to the number of signatures on the petition.

Tom Kilian, 133 East Thomas Street and Alder for District 3, thanked Gidlund for bringing up a potential alternative. Sometimes we get into contentious issues but in this case, it is a fairly straightforward request. As Larson pointed out, there are quite a few signatures on the petition. While he appreciates staff's observations, there is a list of citizens who feel it is a problem. If it is a problem for the citizens, it is a problem for us. Staff's concern is essentially theoretical that this or that would happen in terms of patchwork and seems like speculation. We have residents telling us this would be a benefit. He asked the committee to entertain heeding the residents' request.

Rasmussen would like to know if the neighbors are supporting the petition because they are aware the problem exists in front of Gidlund's home or if they have experienced the same behavior.

Kurt Schubring, 516 Franklin Street, signed the petition in support of the Gidlunds because of their problem backing out. He feels extending No Parking Here to Corner would alleviate the problem. Rasmussen would like to solve the problem with the least evasive option first. If over time it is not solved, nothing says this cannot come back.

Wadinski made the motion because the petitioner came up with a great suggestion that would do a better job to alleviate his concern. He feels this motion is the best solution at this time.

In Ryan's neighborhood, several blocks are affected with parking from Eastbay. Maybe extending No Parking Here to Corner will solve the problem at this location.

Neal feels moving the No Parking Here to Corner is a great solution. In the future, he would like to look at other heavily traveled streets in the City where there are large vehicles or school buses turning and restrict parking near the intersections.

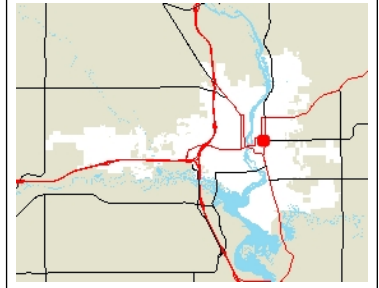
Alfonso asked for clarification on how far the restriction should be. Lindman replied just east of the driveway for 504 Franklin.

Neal seconded Wadinski's motion.

David Burke, 520 Franklin Street, signed the petition. He does not have a problem with revising the petition to go with what has been proposed. If it works for the Gidlunds, it will work for him.

There being a motion and a second, motion to extend No Parking Here to Corner to the east past the driveway of 504 Franklin Street carried 4-1 with Larson the dissenting vote.

AGENDA ITEM
Discussion and possible action on parking restrictions in the 500 block of Franklin Street
BACKGROUND
A petition was received to limit the 500 block of Franklin Street to 2 hour parking from the hours of 8:00 am to 6:00 pm. The petition is attached. This is currently the same restrictions as placed on the downtown business district which is defined at 1 st Street to 5 th Street and Washington Street to McIndoe Street. The 500 block of Franklin Street borders this business district.
FISCAL IMPACT
Minimal, placement of signs.
STAFF RECOMMENDATION
Staff does not recommend approving this parking restriction. The Central Business District was defined as above with the approved 2 hour parking restrictions. Staff has reviewed this segment of Franklin Street and has not observed excessive parking. The concern staff has is the creep of the 2 hour parking restrictions and it becoming segmented as it was in the past. If this restriction is passed it may prompt other segments of streets to request the same and the 2 hour restriction will become a patch work as it was in the past.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 1/6/2021

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_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

Notes

22 November 2020

To: Alderperson Tom Killian

Subject: Parking Regulations on 500 block of Franklin St, Wausau, WI 54403

Dear Sir,

Most of the downtown area has on street parking that is restricted to 2 hours from 8am to 6pm with reparking not allowed. The 400 block of Franklin Street has said restrictions. The 500 block does not have any posted restrictions other than a restriction from parking closer to the corner than posted.

This situation allows some people that apparently work in the downtown area to park on Franklin Street from early morning until evening. This situation creates a hazard for us when we back out of my driveway due to a car being parked between the driveway and the end of the street. The intersection of 5th and Franklin is a very busy one and a lot of traffic turns from 5th Street not Franklin. A large number of heavy trucks go both ways on Franklin.

I would like to request that the 500 block of Franklin Street be posted as a 2 hour parking zone. It is my understanding that it was a 2 hour zone at some time in the past.

Sincerely,

Clif Gidlund
504 Franklin St

Jean Gidlund
504 Franklin St

The undersigned property owners agree to the request to redesignate the 500 block of Franklin as a 2 hour parking zone with appropriate signage being posted.

Signature	Name	Address
	Barbara Ann Force	515 Franklin St Wausau
	James M. Force	515 Franklin St Wausau
	Patrick N. Peterson	524 Franklin St. Wausau
	Christine M. Peterson	524 Franklin St. Wausau
	Rod Carlson	528 FRANKLIN
	Elizabeth B. Corbett	529 Franklin St Wausau
	John Andrew	523 Franklin St Wausau
	DeAnn Schubring	516 Franklin St Wausau
	Kurt Schubring	516 Franklin St Wausau
	DAVID T. BURKE	520 FRANKLIN ST Wausau

22 November 2020

To: Alderperson Tom Killian

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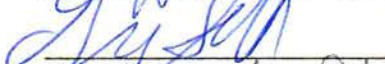
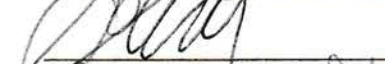
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Sincerely,

Clif Gidlund
504 Franklin St

Jean Gidlund
504 Franklin St

The undersigned property owners agree to the request to redesignate the 500 block of Franklin as a 2 hour parking zone with appropriate signage being posted.

Signature	Name	Address
	KRISTA M. SALAS	511 FRANKLIN STREET, WAUSAU
	CARRIE E. STEFFEN	530 FRANKLIN ST. Wausau
	Grey Schield	507 McIntyre Way
	Suzanne Schield	507 McIntyre St.
	Grey Schield	512 Franklin St
	Suzanne Schield	512 Franklin St.
	Maureen Driebel	715 N 5 th St. Wausau
	Daniel Driebel	715 N 5 th St Wausau



FRANKLIN ST
N 5TH ST

ONE
WAY
→

**ORDINANCE OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE
COMMITTEE**

Amending Section 10.20.080(a) designating no parking on the south side of Myron Street between Cleveland Avenue to McCleary Street and no parking on the west side of Emter Street between Myron Street to Thomas Street

Committee Action: Approved 3-2

Ordinance Number:

Fiscal Impact: Minimal cost to install sign

File Number: 21-0116

Date Introduced: January 26, 2021

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

Add ()

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

(a) There shall be no parking in the following location:

...

Emter Street

- **West side of the street between Myron Street and Thomas Street**

.....

Myron Street

- **South side of the street between Cleveland Avenue and McCleary 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 on the day after its publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 14, 2021, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *By WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich, Alfonso, Buckner, Kilian; *By WebEx*: Lenz

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 regarding establishing parking restrictions on Myron Street from Cleveland Avenue to McCleary Street and on Emter Street from Myron Street to Thomas Street

Wesolowski indicated this was brought forward by Mohelnitzky, Public Works Superintendent. The DPW shop is at the end of Myron Street. Trucks coming from the east side cross the Thomas Street Bridge and travel down Emter to Myron Street to the shop. This route is the preference to get to the east side. From the West, they travel Cleveland to Myron. Mohelnitzky has observed people parking on both sides of the road over the years and it makes it difficult for trucks to get through. The proposal is no parking on the south side of Myron from Cleveland to McCleary and no parking on the west side of Emter from Myron to Thomas. Stop sign placement will depend on what is decided and traffic counters would be placed in spring. Notices were sent out to the property owners on Myron and Emter Streets. He received two emails that were forwarded to the committee. He also received two calls. Mark Westberg of 1212 Emter Street called to say he is not in favor of restrictions on Emter Street and wants the trucks to use Myron Street. Christy Hinkens, owner of 1314 Emter Street, understands the need during the winter months and would support this during the winter only. If it was year round, she couldn't understand why it would be every day. She requested during the summer months, the restrictions be in place only Monday through Friday. Rasmussen said in other areas with plow issues restrictions were put in place from November 1 to April 1 to accommodate residents.

Lindman explained with the right in right out only on McCleary, the primary routes are Emter and Cleveland. He would hate to restrict DPW traffic all the way to Cleveland as coming from the east Emter is a better route. It is not just salt and plow trucks in the winter but heavy equipment as well. The trucks can make turns onto Emter better. Staff will talk to the crew and operators and let them know the preferred route is out to Cleveland. However, he feels to restrict using Emter is not practical. Staff will encourage the use of Cleveland whenever possible and try to minimize traffic on Emter. Rasmussen feels the management of where City vehicles travel is an administrative function and not a committee function. It is up to the departments to manage their people and equipment in such a way that it is effective while being good neighbors. She can still see limiting the parking restriction to winter only. If this is less of an issue in summer, inconveniencing the neighbors 12 months of the year is a little much.

Larson asked if trucks from the east use McCleary as often as they can. Lindman said they typically use Emter. Larson followed a City truck over the bridge and it did a quick left turn onto McCleary even though it shouldn't with the median there.

Ryan stated Dairy Queen is on the west side of Emter and the Hmong Sanctuary on the east. She is concerned with foot traffic and cars going to Dairy Queen. She would like them to try to use Cleveland as much as they can.

Kilian noted that as with the last item, sometimes a creative alternative comes up. In this case, the feedback he received is less of a concern with parking and stop signs from residents. The main concern is the concentration of heavy truck traffic. The change of the median on Thomas Street probably took traffic from McCleary to Emter. Whether it is committee policy or administrative, we do have three north-south streets in the vicinity; Cleveland, Emter and McCleary. There may be some approach which does not inconvenience workers. He suggested a schedule for DPW to use Cleveland Monday to Wednesday and Thursday to Sunday use Emter. This would cut heavy traffic down on each residential street. Rasmussen said that directive could come from a management standpoint. She asked if there was opposition to a parking restriction from November to April. Lindman said

there are issues in summer as well. He would like to see parking restricted on Myron year round as large equipment is used year round. Operators can use Myron to Cleveland as the preferred route.

Kilian noted resident Hayenga's concern with the concentration of truck traffic. Anything that can be done to defuse it would be appreciated. Larson noted there are two gates to enter Public Works and asked why Cleveland couldn't be designated as the main right-of-way. It is a wider street than Emter. One gate could be designated as exit and the other for an entrance. Kilian said Cleveland was often suggested as the better alternative; mainly because half of the street on the west side is commercial. Lindman would be happy to talk with the crew to focus on using Myron to Cleveland. There will be times equipment will go down Emter and he would hate to totally restrict that. Larson would like to encourage the use of Cleveland. It is bad enough that DPW is located where it is and now McCleary is no longer an option.

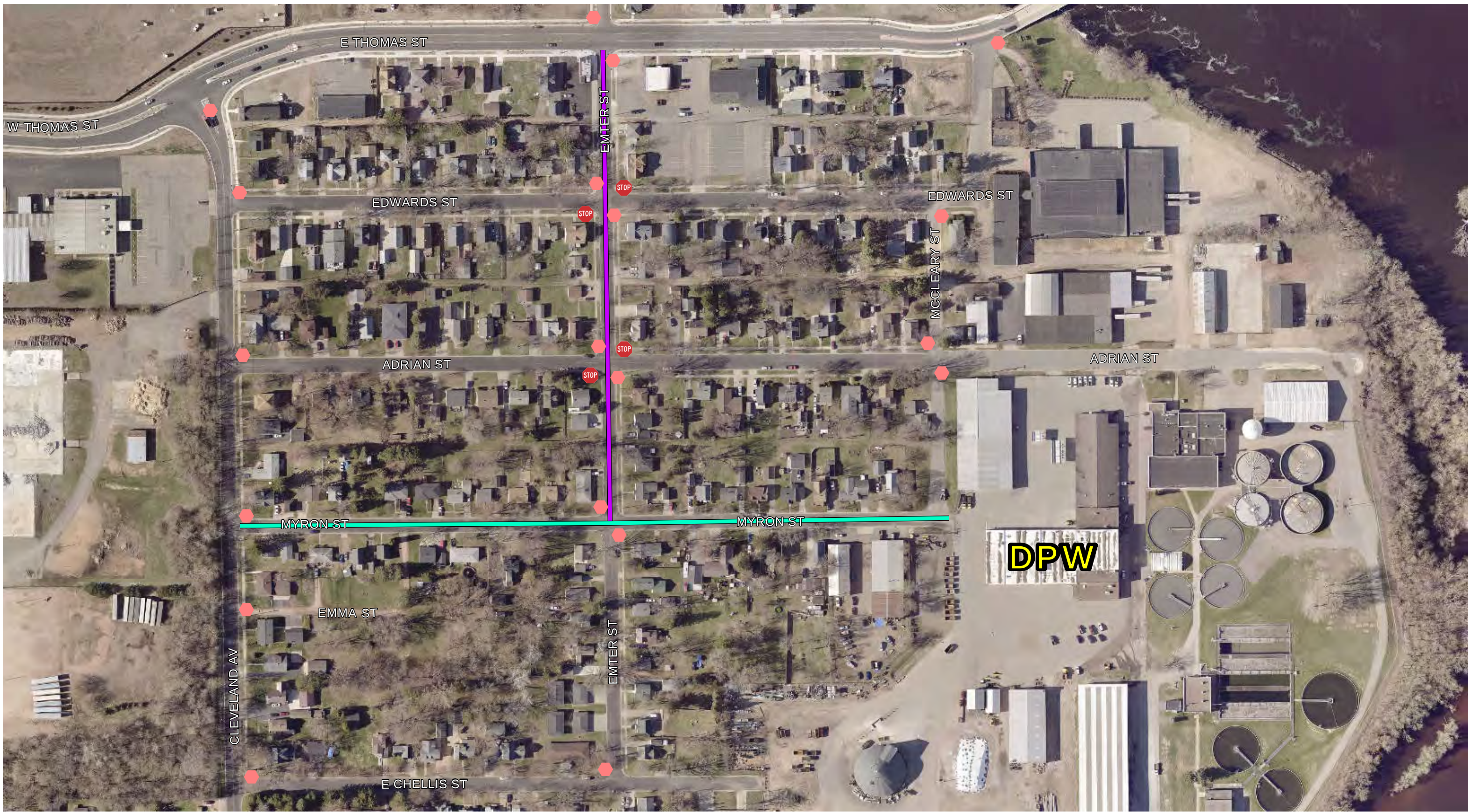
Wadinski does not feel we should leave Emter out, especially in the summer when Dairy Queen is busy. In his past career he had gone through there and at times had a hard time getting through with a regular size vehicle.

Larson would like to table this item until more options are available. Rasmussen said the request for DPW to emphasize using Myron and Cleveland rather than Emter is a management decision that Lindman can make.

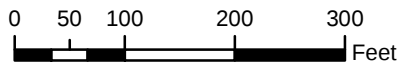
Sue and Tom Doering, owners of the Dairy Queen at 145 East Thomas Street came forward. Tom Doering explained that it is illegal to park on a portion of the west side of Emter as there is a driveway, alley and another driveway. On the other side of the road, a sign restricting parking from the corner back may be a better alternative. They are trying to make a living and need parking. Sue Doering noted they have a postage stamp parking lot. Tom Doering added in the winter they are closed so there shouldn't be an issue with turning the corner. Discussion followed.

Wadinski moved to restrict parking on the west side of Emter Street from Myron Street to Thomas Street and on the south side of Myron Street from Cleveland Avenue to McCleary Street year round. Seconded by Neal and the motion carried 3-2 with Larson and Ryan the dissenting votes.

AGENDA ITEM
Discussion and possible action regarding establishing parking restrictions on Myron Street from Cleveland Avenue to McCleary Street and on Emter Street from Myron Street to Thomas Street.
BACKGROUND
The DPW shop is located at the end of Myron Street at McCleary Street. DPW trucks use Myron Street and Emter Street to get to and from the DPW shop. Ric Mohelnitzky, Public Works Superintendent, has asked this committee to consider placing parking restrictions on the above streets to help facilitate the flow of traffic in the area. Both streets are constructed with 31 feet of roadway from back of curb to back of curb. If cars are parked on both sides of the roadway it limits traffic to basically one lane of traffic. Limiting parking to one side of the street would eliminate this issue and help facilitate the DPW traffic on these two streets. See the attached map. As a note, stop sign placement will also be looked at by Engineering in the spring when snow melts and traffic counters can be placed.
FISCAL IMPACT
Minimal, placement of signs.
STAFF RECOMMENDATION
Staff recommends approving the parking restrictions. Mailings to all residents along the impacted streets have been sent out. CISM should take any comments from the residents into consideration.
Staff contact: Allen Wesolowski 715-261-6762



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.



DRAFT

PROPOSED PARKING RESTRICTIONS & STOP SIGNS

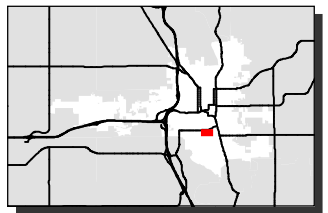
DRAFT

*** To help with the flow of emergency vehicles during winter ***

Legend

- Proposed Stop Signs
- Current Stop Signs
- Proposed Parking Restriction**
 - No Parking Anytime - South Side
 - No Parking Anytime - West Side

Map Location



Lori Wunsch

From: Allen Wesolowski
Sent: Wednesday, January 13, 2021 9:41 AM
To: Kevin Holmes
Cc: Lori Wunsch
Subject: RE: Emter St Parking

Kevin,

Thank you for your comments on this issue. Your comments will be given to the CISM committee members for consideration.

You can contact me if you wish to speak directly on the issue.

Allen M. Wesolowski, P.E.
City Engineer
City of Wausau
Office: 715-261-6762
Cell: 715-581-5774

From: Kevin Holmes [mailto:holmesenterprise@msn.com]
Sent: Wednesday, January 13, 2021 9:28 AM
To: Allen Wesolowski <Allen.Wesolowski@ci.wausau.wi.us>
Subject: [EXTERNAL] Emter St Parking

Dear Mr. Wesolowski,

I received the letter from the City of Wausau regarding the revised parking proposal for Emter St and Myron St. I live at 1215 Emter St.

I guess my first question is, how does this affect alternate side parking at night? Will night parking be allowed every night on the east side of Emter St if the proposal goes through?

I am assuming you will not receive a lot of comment on Emter St since it seems like there are a lot of rental properties in the area of Emter St you are requesting changes to the parking.

Emter St has residential properties on both the east and west sides of the street. On the other hand, Cleveland Ave has residential on the east side of the street and commercial properties on the west side of the street. Also, the west side of Cleveland Ave does not have any stop signs for the three blocks to Myron St. Cars do not park on the west side of Cleveland Ave to the best of my knowledge. Cleveland Ave already has a very nice intersection at Thomas St for large vehicles since the Thomas St reconstruction. It seems to be a much better alternative to direct all City of Public Works large vehicles (not cars and pickup trucks) to use Cleveland Ave to access Myron St.

I notice that stop signs are to be added at the east west points of the intersections along Emter St. This slows down traffic but also increases the noise levels at these intersections particularly due to large vehicles stopping and starting on Adrian St. The wiser thing to do would be to make Emter St a residential street and

have the sewer trucks and large city trucks and contractor trucks all use Cleveland Ave and Adrian St to access the waste water treatment plant.

Thank you for your consideration in this matter.

Sincerely,
Kevin Holmes
262-339-5192

Lori Wunsch

From: carl hayenga <carlhayenga@hotmail.com>
Sent: Tuesday, January 12, 2021 1:03 PM
To: Lori Wunsch
Subject: [EXTERNAL] Myron St.

Allen,

My name is Carl Hayenga, I live at 135 Myron St. In Wausau. I received a letter today stating that the city is thinking of restricting parking to one side of our street. My concern with this is that our road has been somewhat of a highway/race track for city vehicles and city employee vehicles once done with work since we moved in 5 years ago. This would open our street to most, if not all, of the traffic from the DPW site. We have employees from the site speeding past our house in city vehicles as well as personal vehicles. This proposed change will only make things on our street worse. It will also direct all heavy trucks down our street, damaging the roadway. This last summer with all the cement and dump trucks flying down our street, the road way took a beating. If they leave it the way it is Myron at least shares the traffic with Adrian St. and receives a bit of a break.

Thanks,
Carl

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas St. to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project.

Committee Action: Approved 4-1

Fiscal Impact: +\$45,000

File Number: 21-0120

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau owns several remnant parcels along Thomas Street from a previous redevelopment and reconstruction and released a Request for Proposal (RFP) on November 6, 2020, with proposals due December 11, 2020;

WHEREAS, the City received a singular proposal from Tyler Knudson Construction LLC to purchase the lots for \$45,000 to build six single-family homes and the Committee began review of the proposal on December 14, 2020, and;

WHEREAS, the City strongly encourages infill residential development, the proposer has coordinated with staff and received Economic Development committee approval on January 5, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the sale of the referenced six (6) remnant parcels for a total of \$45,000 Tyler Knudson Construction LLC of Wausau and instructs the appropriate City staff to execute the necessary real estate documents for the sale of the properties.

Approved:

Katie Rosenberg, Mayor



Planning, Community and Economic Development

To: City of Wausau Common Council

From: Sean Fitzgerald, Business Development Specialist

RE: Staff memo on proposal received for Thomas Street Phase 2 Remnant Parcel Housing RFP

In September 2020, the City of Wausau Economic Development committee rejected a proposal from a previous developer of multi-family housing and asked the City of Wausau Community Development Department staff to develop options for single-family, owner-occupied homes on remnant parcels owned by City of Wausau on the 100 block of East Thomas Street.

Community Development Department staff Ann Werth, Tammy Stratz, Brad Lenz and Sean Fitzgerald held several conversations during September and October with various city departments to determine a number of development considerations for the properties, including snow and refuse removal, water and sewer access, environmental history, vehicle traffic through the area, neighborhood residential property assessments, and historical composition of homes in the neighborhood.

Gathering this collective information, Community Development staff presented a plan to the Economic Development committee at its October 6, 2020 meeting recommending the issuance of a request for proposal soliciting developers and builders for the construction of six single-family homes with architecture that fits positively with the neighborhood's current home designs. Staff suggested a land sale price of \$6,500 for each parcel, and a timeline in which proposals would be due December 11, 2020, allowing the proposals to be rated and a recommendation made for the January 5, 2021 meeting of the Economic Development committee. The committee adopted the plan with no additional recommendations and ordered staff to proceed with drafting and issuing an RFP for six houses to be built by the private sector and sold to owner occupants.

The resulting RFP asked for "attainable housing" but did not further specify any requirements for home size in square feet, number of bedrooms or number of bathrooms. There was a requirement for homes to be slab on grade – at the direction of the Economic Development committee – and there was a requirement for a 2-car garage, which was a unanimous suggestion from internal staff conversations. No neighborhood wants cars, trailers, boats, bicycles and other materials scattered about the yard, and there is no basement in these homes for additional storage beyond that available in the garage.

The final RFP was shared for approval and eventual release with former Community Development Director Ann Werth, City Planner Lenz, Assistant City Planner Brad Sippel, Community Development Administrator Stratz and District 3 Ald. Tom Kilian. All parties provided their endorsement and the RFP was released on November 5, 2020. The final RFP was delivered by personal direct email to five local homebuilders, and was also provided to staff for Wausau Area Builders Association with a request from the organization's board leadership that the RFP be shared with all of its nearly 30 members.

One proposal was received from Wausau-based Tyler Knudson Construction LLC. The homebuilder proposes purchasing each of the six lots from the city for \$7,500 – a total of \$45,000 – and constructing six single-family homes that will be sold to resident owners. The proposal includes two different styles of homes consisting of approximately 1,400 square feet in total space over two stories. Each home design proposes three bedrooms, 2.5 bathrooms and an attached two-car garage.

The proposal from Tyler Knudson Construction meets the requirements of the RFP issued by the city. The proposal indicates the homes would be constructed in three separate phases – each phase consisting of two homes at a time – beginning this May and wrapping up in May 2022. The sales price target range for each home is expected to be \$200,000 to \$240,000. The company estimates the completed construction value of the entire project at about \$1,320,000 which would generate tax revenue of roughly \$12,800 annually based on the 2020 city tax rate of \$9.70 for every \$1,000 of assessed property value.

A copy of the proposal from Tyler Knudson Construction LLC is included within the packet, as well as a brief list of deed restrictions that Community Development staff is recommending be included with the sale of the properties.

While the following item is the lone proposal received by the city, at least three other builders had identified potential interest in submitting a development proposal back in September and October. All three received personal invitations to respond to the RFP, but ultimately didn't respond because they believed it was improbable to develop single-family homes on those parcels profitably and felt the inherent financial risk was too high.

Additionally, Community Development department staff has been asked to address the following questions about the RFP and the proposal:

Why was one-story housing not allowed?

During the RFP development process, the city planning department made several recommendations aimed at encouraging design proposals positively contributing to the architectural cohesiveness of the neighborhood. Those included:

- 1.5 or 2-story construction
- Front porches and/or prominent front entries.
- Small front setbacks (TF-10 zoning allows 10-foot front setbacks for porches and 17-foot setbacks for the main structure).

These suggestions were specifically intended to discourage a developer from proposing a garage-fronted ranch house plan and reversing it so the rear faces Thomas Street.

What is the lot size?

The lot sizes for all six parcels were identified in the RFP as 60 feet wide by 107 feet deep. Sixty feet is the standard width for a residential lot in the City of Wausau, while 120 feet is the standard depth. These lots are 13 feet short of standard as a result of the recent Thomas Street reconstruction project and the accommodation for the alley separating the parcels from those homes on River Street.

Can smaller, less expensive homes be built instead of those proposed?

During the January 5, 2021 Economic Development committee meeting, the proposer responded to a question from a council member about reducing the house size by a couple hundred square feet, indicating it would bring bedroom sizes down by two to three feet in each dimension, ultimately reducing the area of each bedroom to a point where it would be difficult to place a queen-size bed in the room. Additionally, because there's no basement, there's very little storage within these proposed designs.

The proposed builder indicated reducing the home size would not proportionately reduce the cost of construction, and indicated a concern that a minimized home design would have far less substantial market appeal.

Generally, the city does not dictate detail of room sizes or other specific components, leaving those decisions to the developer so long as they fit within the basic building codes and zoning guidelines.

Homes priced that high don't fit within the neighborhood.

The home designs themselves match well within the existing architecture of the neighborhood.

In discussions with City Assessor Rick Rubio, Chief Inspector Bill Hebert and City Planner Brad Lenz in the days following the January 5, 2021 Economic Development committee meeting, they expressed nearly all of the homes in that neighborhood are more than 50 years old. Those homes were built with weaker building codes, are arguably less safe and less energy efficient. They were also built in an era where master bedrooms didn't have attached bathrooms or walk-in closets, which are expected amenities in contemporary new residential construction; and mechanical infrastructure and washer/dryer units were typically located in the basement, which they will not be in this circumstance. All of these factors contribute to higher costs in the new construction of contemporary, attainable single-family home when juxtaposed with comparable older homes.

Additionally, the current market environment for building material commodities is at an all-time high, and some industry analysts believe this pricing environment may be the normative trend going forward.

Why not build so-called "tiny homes" on these parcels?

The "tiny home" concept would not blend in with the neighborhood. There's additional concern of little interest from any builder to embark on such an initiative given the low response to this recent RFP. Lastly, so-called tiny homes could potentially face building and zoning code issues.

How were potentially qualified buyers to be determined and approved by the City of Wausau?

Was the city planning on FIFO approved buyer application with mortgage pre-approval?

Was the city considering a lottery to determine fairly eligible buyers for these lots?

All homes will be sold on the private market by the developer.

Proposed deed restrictions placed on Thomas Street homes

- Exterior home design must conform to the renderings provided in the proposal
- Home must be sold to owner occupant for the initial sale of each property



100 BLOCK EAST THOMAS STREET PHASE 2 REDEVELOPEMENT PROPOSAL

Tyler Knudson Construction LLC





TKC

Tyler Knudson Construction LLC

1005 N. 3rd Street

Wausau, WI 54403

(715) 212 - 5914

Keith@tkcwausau.com

www.tkcwausau.com

100 BLOCK EAST THOMAS STREET- PHASE 2 REDEVELOPEMENT PROPOSAL

There is a growing need for attractive and affordable housing as the Wausau community has expanded and reshaped over the last decade. The continuous efforts to bring down old infrastructure and build up new and modern communities have been vital to the area's prosperity and development. With this commitment, people have been encouraged to become part of a desirable community that will continue to flourish for generations. This redevelopment proposal has provided Tyler Knudson Construction LLC the opportunity to join in these efforts and make a difference in the community we live and work in.

Since 2013 Tyler Knudson Construction LLC has been a general contractor servicing the Wausau and greater central Wisconsin area. Through the years our company has grown from a simple handyman service, to a residential and commercial remodeler and then into a residential developer. We have a strong team consisting of local subcontractors and employees that are eager to carry out the vision defined within this proposal.

After hearing the community's desire for single family housing, we consulted with our architect to create two styles of affordable and modern single-family houses that we believe will fit the Thomas street community. The discussions at public meetings were taken into consideration while creating a redevelopment plan that would be affordable, increase property values, and appease to families that will invest into the Wausau community. Our proposal consists of two different styles of 1,400 square foot, 3-bedroom, 2.5-bathroom, 2-story houses that not only complement each other but also fit within the Thomas Street community that surrounds them.

We appreciate the opportunity to submit a proposal for this project. Please reach out with any questions.

Sincerely,

Tyler Knudson and Keith Sampica

PROPOSAL PLAN

1. Interested Proposer/Name and Address, Telephone and Email

Tyler Knudson Construction LLC
1005 N. 3rd Street
Wausau, WI 54403
(715) 212 - 5914
Keith@tkcwausau.com

2. Proposed Purchase Price Offered

Our proposed purchase price is \$7,500 per lot, totaling \$45,000.

3. Estimated Construction Value

The estimated completed value of the entire project will be \$1,320,000 if the properties hit our target of averaging \$220,000. Variations from this number include market fluctuations, material price increases, and additional amenities being added to pre-sale properties.

4. Estimated Range of Selling Prices for the Homes

Our target property selling price range is \$200,000 - \$240,000. We plan to sell both home styles for \$220,000. Our price range stems from our understanding that the housing market and material prices may fluctuate. In addition, the properties would be marketed by our local real estate partner prior to construction allowing for additional amenities to be added to the properties and increasing the proposed price.

5. Architectural renderings of the home design with associated floor plans

Please see sheets A-A101 through B-A201 attached.

6. Site plan for the entire six-parcel area

Please see sheet A001 attached.

7. Estimated Construction Timeline or Phasing Plan

Construction will be carried out in three phases commencing in May of 2021 and finishing in May of 2022. Each phase will last four months and consist of the construction of two properties simultaneously. Each two-property phase will be completed in the following order. Concrete slab on grade foundations will be poured, the houses will be framed and roofed, then the interiors and exteriors will be finished out.



A-A101



SITE ADDRESS:
118, 120, 126, 130, 134,
138 E THOMAS ST.
WAUSAU, WI 54401

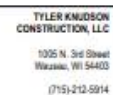
[illegible]

DATE: 12.09.2020

PROPOSAL

A-A201



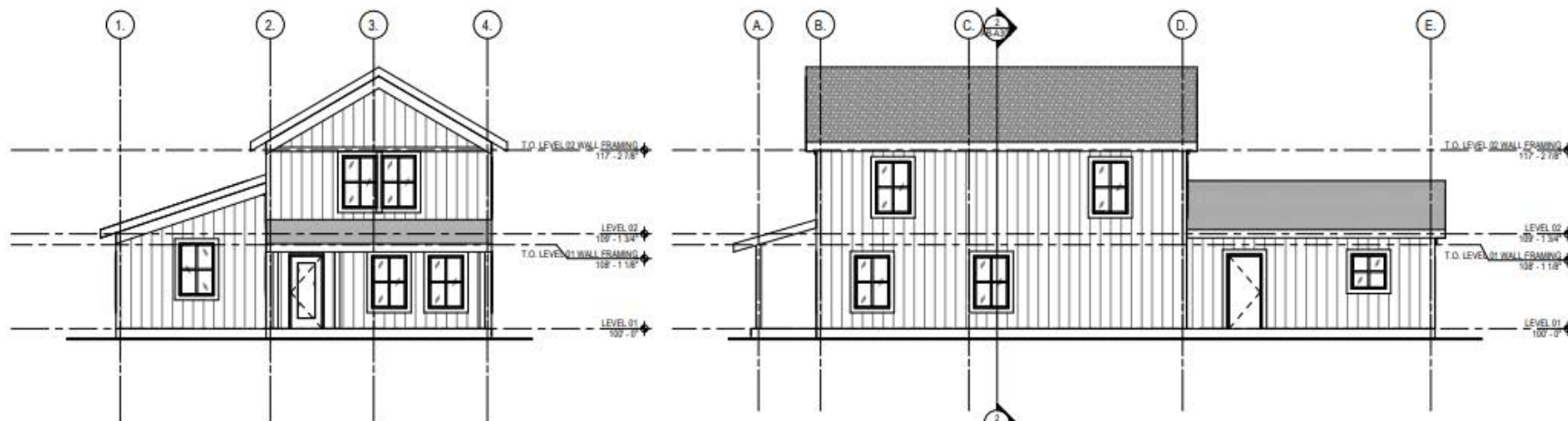


SITE ADDRESS:
118, 120, 126, 130, 134,
138 E THOMAS ST.
WAUSAU, WI 54401

[illegible]

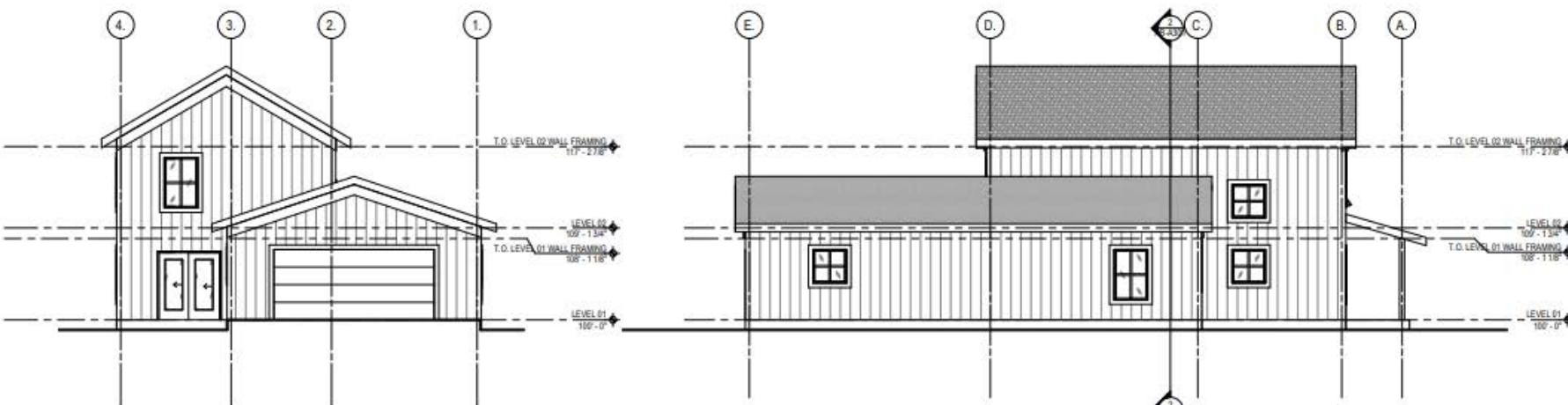
DATE: 12.09.2020

B-A201



1 B NORTH ELEVATION
3'16" = 1'-0"

2 B EAST ELEVATION
3/16" = 1'-0"



3 B SOUTH ELEVATION
3/16" = 1'-0"

4 B WEST ELEVATION
3/16" = 1'-0"

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving an amendment to the development agreement for the Wausau Center Mall redevelopment project with Wausau Opportunity Zone, Inc.

Committee Action: Approved 4-1

Fiscal Impact: \$4,700,000

File Number: 19-0921

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Included in the 2021 budget of TID 12</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 \$4,700,000 Annual Retirement undetermined</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☒ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, on October 1, 2019 the Common Council approved a developer agreement with Wausau Opportunity Zone, Inc. for the purchase of the Wausau Center Mall; and

WHEREAS, on November 24, 2020 the Common Council approved a redevelopment plan and related term sheet summarizing the city's participation in the mall demolition and public infrastructure construction; and

WHEREAS, pursuant to the resolution 19-0921, adopted by the Common Council on November 24th, 2020, an amendment to the developer agreement, crafted in accordance with the term sheet, is ready for council consideration and execution; and

WHEREAS, the costs associated with the agreement and the related project are included within the 2021 budget of Tax Increment District 12; and

WHEREAS, the findings of the original resolution and development agreement related to Tax Increment District Financing remain true and in effect:

- The redevelopment of Wausau Center is integral to the continued success of Downtown Wausau and is located within the ½ mile boundary of Tax Increment District 12 establishing the following:

- o That the effective redevelopment of Wausau Center would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Twelve.
- o That the financial assistance will be supported by a development agreement and other related documents signed by the chosen developer.
- o That the development incentives such as loans and developer payments are eligible expenses under the tax increment financing laws.
- o That the redevelopment of Wausau Center furthers the purposes of tax increment financing and the objectives of Tax Increment District Number Twelve.
- o That the development incentives are, and/or will be, listed as project plan costs within the Tax Increment District Twelve Project Plans.
- o That the City's developer incentive to the developer is necessary and convenient to effectuate the purposes for which Tax Increment District Number Twelve were created.
- o That redevelopment of Wausau Center is in the best interest of the City and its residents in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented; and

WHEREAS, your Finance Committee has reviewed and recommends the execution of the amendment attached; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper City officials are hereby directed to execute the attached amendment to the Development Agreement with Wausau Opportunity Zone, Inc. (WOZ), and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the City Clerk mail a copy of the executed Developer Agreement to the Joint Review Board Members.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action approving development agreement with WOZ Inc.

Rasmussen stated a few months ago they approved some changes to be made to the development agreement for the redevelopment of the Wausau Center incorporating what the Mayor had negotiated. Maryanne Groat stated there were no changes made outside of what was agreed to in the Term Sheet.

Ryan commented since the city no longer owns WOZ and quite a few of leaders in the area were not interested in this property and seem to have given up on alternative uses, she would prefer this to be strictly a loan with repayment when it is developed.

Motion by Martens, second by Herbst to approve the development agreement with WOZ Inc. Approved 4-1 (*Ryan was the dissenting vote.*)

Exhibit A-1



Exhibit A - 2

Wausau Opportunity Zone, Inc. Wausau Chamber Foundation

Scope of Work

October 6, 2020

Demolition and Reconstruction

Wausau Center Mall Site

Approved Uses for the 3.5M City Grant

- 1) Pre-Demolition inspection and testing of the interiors of the Sears, Mall Center Area and JCPenney's Building by a licensed Environmental Testing Company.
- 2) Cost for an Environmental Engineering Firm to perform a "soil management plan" to review uncovered soils in the demolition areas and make recommendations as to any necessary remediation.

Note: Soil removals, or other remediation actions will be paid for by the City, pursuant to the Purchase and Development Agreement between the City and WOZ, Inc. dated January 17, 2020.
- 3) Removal and proper disposal of interior items identified in the environmental review, such as light bulbs, thermostats, ceiling tile, floor tile, adhesives, asbestos products, lead paint, freon and other restricted waste.
- 4) Permits and DNR inspections necessary to perform the work, plus any closing documentation that may be required.
- 5) Demolition of the Sears Building and Mall Center area consisting of approximately 285,000 s.f. (Phase I)
- 6) Restoration and fencing of the developable areas, (i.e., Blocks 3, 4 and 5 of the development plan) to safely secure the site and make it aesthetically attractive.
- 7) Reconstruction of approximately 440 ft. of the HOM Furniture Store's, north and west elevations. Such reconstruction will include: footings and foundations, new entries, storefront openings and insulated walls with architectural materials to meet the aesthetic requirements for the long-term beautification of our downtown. There will be an architectural and engineering costs associated with this work.
- 8) Reconstruction and landscaping of the pedestrian walkway, connecting the new entry to the Sears ramp, on the north, to Fourth Street and the 400 Block.

Note: Improvement to the north elevation of the ramp will be made by the City.

9) Demolition of the JCPenney's building (except the parking structure), which consists of approximately 89,0000 s.f. Phase II

10) Reconstruction of the deck area of the JCPenney's ramp that transitions to the future Spiral Pedestrian Walkway that connects to the South Riverfront. Approximately 70' x 200'.

11) Reconstruction of the building area needed for the "Public Market Area".

Note: Improvements to the parking stairwell on the east elevation will be performed by the City.

12) Reconstruction of the "Green Forum" area between the JCPenney's building and the new 3rd Street.

13) The above scope of work will be bid out to qualified subcontractors. Those bids will be reviewed by Wausau Opportunity Zone, Inc. and the Public Works Department and a qualified contractor will collectively be chosen.

Wausau Opportunity Zone, Inc. will hold the contract on behalf of Wausau Chamber Foundation.

The Wausau Chamber Foundation (DBA Greater Wausau Prosperity Partnership, LLC) will submit invoices for work performed to the Department of Public Works for their approval. Approved draw requests will then be paid by the City to the Wausau Chamber Foundation. They, in turn, will pay Wausau Opportunity Zone, Inc. who will make appropriate payments to the subcontractors, less a 10% retainage.

Upon completion of the work, the City and Foundation will release payment for retainage amounts upon the receipt of final lien waivers.

14) The project will have customary general conditions and project management costs estimated to be approximately 4% of the project cost and a contingency for reconstruction and demolition of 5%.

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Wausau Center Mall)**

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”), **GREATER WAUSAU PROSPERITY PARTNERSHIP, LTD.**, a Wisconsin non-stock corporation formerly known as Wausau Area Chamber Foundation, Inc., and organized under Chapter 181 of the Wisconsin statutes (“GWPP”), and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, GWPP is the sole owner of Developer; and

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the “Development Agreement”), with respect to Developer’s acquisition and development of the Mall Property as described in the Development Agreement; and

WHEREAS, on or about February 4, 2020, the parties closed on the sale of certain portions of, and interests in, the Mall Property to Developer in accordance with the terms of the Development Agreement; and

WHEREAS, as contemplated in the Development Agreement, Developer has presented a proposal to the City for the redevelopment of the Mall Property, which is attached hereto as **Exhibit A-1** (the “Redevelopment Plan”); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including (i) the demolition of: (a) the improvements located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0260 (the “Wausau Central Mall Parcel”); (b) the vacant Sears building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0270 (the “Sears Parcel”); and (c) the vacant J.C. Penney’s building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0280 (the “Penney’s Parcel”, and, together with the Wausau Central Mall Parcel and the Sears Parcel, the “Demolition Property”); and (ii) the renovation of the façade of the HOM Furniture building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0250 (the “HOM Parcel”) necessary because of the foregoing demolition work (collectively, the “Demolition Work”) which Demolition Work is more thoroughly described on that certain Scope of Work, dated October 6, 2020, provided by Developer to the City, attached hereto as **Exhibit A-2** (“Scope of Work”); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including the work necessary to renovate and enclose the parking ramps and all their associated improvements, located on the Parking Lot Parcels that must be completed in conjunction with and as a result of the foregoing Demolition Work (the “City Demolition and Reconstruction Work”), which City Demolition and Reconstruction Work is more thoroughly described in the Scope of Work; and

WHEREAS, Developer is working cooperatively to relocate certain tenants occupying the Mall Property (the “Tenant Relocation”); and

WHEREAS, the parties have agreed that certain portions of the Mall Property will be dedicated to the City for the extension of certain public streets and utilities by the City; and

WHEREAS, the parties desire to amend and supplement the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. Any term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement. As used in this Amendment, the following terms shall have the following meanings:

- a. “Demolition Property” is defined in the Recitals above. For the sake of clarity, the Demolition Property does not include the HOM Parcel or the Parking Lot 1 Parcel or the Parking Lot 2 Parcel.
- b. “Demolition Work Commencement Deadline” means a date reasonably established by Developer and anticipated to be in the second quarter of 2021, but not prior to the relocation from or vacation by all tenants of the Mall Property (other than HOM Furniture).
- c. “Demolition Work Completion Deadline” means June 30, 2024.
- d. “Minimum Assessed Value” means at least \$7,000,000.
- e. “Demolition Work Plans” means final detailed plans and specifications for the Demolition Work as produced by Developer.
- f. “Demolition Work Schedule” means the schedule established by Developer for completion of the Demolition Work, which is anticipated to occur in phases as outlined in the Scope of Work, with completion of the Demolition Work to occur no later than the Demolition Work Completion Deadline.
- g. “Demolition Project Cost Breakdowns” means cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying

development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of the Demolition Work.

h. “Shortfall Payment Term” means the time period commencing on January 1, 2024 and ending December 31, 2031.

i. “Upfront TID Grant Amount” means an amount up to but not to exceed \$3,500,000.

j. “WDPW” means the Wausau Department of Public Works.

2. Amendments and Supplements to Development Agreement. The Development Agreement is hereby amended and supplemented by the following:

a. *Governing Board of Developer.* Section 2.e. of the Development Agreement is hereby deleted in its entirety.

b. *Release of Parking Lot Purchase Option.* The Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel shall be terminated as of the date the ROW Dedication (as defined herein) occurs, and upon such termination, Developer shall release any and all of its right, title and interest in and to the Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel.

c. *Demolition Work.* GWPP shall cause to be completed the Demolition Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, GWPP will cause to be delivered to WDPW copies of the Demolition Work Plans and Demolition Work Schedule for each such phase. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans and Demolition Work Schedule. For all purposes hereof, the representative of WDPW who shall receive such submissions is the then-current Director of WDPW (“WDPW Representative”). The City may change the WDPW Representative from time to time by providing written notice to Developer.

ii. Following awarding of contracts for each phase of the Demolition Work, GWPP shall cause to be delivered to WDPW a Demolition Project Cost Breakdown for such phase, along with any modifications to the Demolition Work Plans or Demolition Work Schedule that GWPP and Developer determine are necessary to comply with the Scope of Work and project variables that may not be known by the parties as of the Effective Date. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after such submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans, Demolition Work Schedule, and Demolition Project Cost Breakdown accordingly; provided, however, that the Demolition Work

completion date in the Demolition Work Schedule shall not be changed to later than the Demolition Work Completion Deadline without the approval of the City Council.

iii. The Demolition Work will be completed in a good and workmanlike manner and in accordance with the Demolition Work Plans.

iv. The Demolition Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the then applicable Demolition Work Schedule.

v. The Demolition Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

vi. Developer or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the Demolition Work for which they are responsible.

vii. Developer shall invite the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, to all contractor pre-construction and construction meetings held as part of the Demolition Work.

d. *Soil Management Plan.* Developer shall hire an environmental engineer (“Environmental Engineer”) to serve as a consultant to develop an environmental investigation and testing plan with respect to soils of the Mall Property during the Demolition Work (the “Soil Management Plan”). The Soil Management Plan must be approved by the City prior to implementation, which approval shall not be unreasonably withheld, conditioned or delayed. During the Demolition Work Developer shall provide the City Clerk with copies of all correspondence and investigatory reports provided by the Environmental Engineer. Developer shall deliver to the City Clerk all correspondence delivered to or received from the Wisconsin Department of Natural Resources with respect to the Mall Property.

e. *City Demolition and Reconstruction Work.* The City shall complete at its sole cost and expense the City Demolition and Reconstruction Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, City will deliver to Developer copies of such work plans and schedules as is reasonably necessary to undertake and complete the City Demolition and Reconstruction Work in a harmonious and complimentary fashion with the then-applicable phase of the Demolition Work (the “City Work Plans and Schedule”). Developer may

provide comments or suggestions on such deliveries to the WDPW Representative for a period of 15 days after each such submission and City shall take into consideration all such comments or suggestion and may revise the City Work Plans and Schedule accordingly.

ii. The City Demolition and Reconstruction Work will be completed in a good and workmanlike manner and in accordance with the City Work Plans and Schedule.

iii. The City Demolition and Reconstruction Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the City Work Plans and Schedule.

iv. The City will conform and comply with, and will cause the City Demolition and Reconstruction Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

v. The City or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the City Demolition and Reconstruction Work for which they are responsible.

vi. The City shall invite an authorized representative of the Developer or such individual's designated representatives to all contractor pre-construction and construction meetings held as part of the City Demolition and Reconstruction Work.

f. *TID Grant Termination.* The TID Grant as described in the Development Agreement is hereby terminated and the City shall have no further obligation with respect to the TID Grant.

g. *Upfront TID Grant.* From and after the Effective Date, the City shall provide GWPP with an "Upfront TID Grant" in the Upfront TID Grant Amount in accordance with the following procedures:

i. During the Demolition Work, Developer shall prepare and submit to GWPP applications for payment for such work during each prior calendar month GWPP will submit to the WDPW Representative (with copies to the City Clerk and City Finance Director), draw requests to pay for portions of the Demolition Work contemplated in the Scope of Work as completed through the date of such draw request, in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures

and forms; provided, however, that such draw requests may not include a separate architect certification. Each draw request shall include conditional lien waivers (conditioned upon payment only) for the work included in such request, and following the initial draw request, such subsequent draw requests shall also be accompanied by final lien waivers for work paid for by the previous draw request. Such draw requests may be submitted no more than one time per calendar month.

ii. Developer may retain from payment to any contractor or material supplier up to ten percent (10%) pending final completion of the Demolition Work, and, if so directed by GWPP, the City will retain such portions of each draw request until directed to disburse by GWPP. If reasonably requested by the City, Developer agrees to require such retainage.

iii. Developer shall provide the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, reasonable access to inspect the progress of the Demolition Work in order to determine whether the work included in draw requests has been completed to the reasonable satisfaction of the City. In the event the WDPW Representative (or designee, if applicable) reasonably determines has not been properly completed, the City shall provide Developer with written notice of the same and Developer and the City shall cooperate in good faith to resolve any such discrepancy.

iv. The City shall disburse to GWPP the portion of the Upfront TID Grant in the amount of each such draw request within thirty (30) days of delivery, subject to the retainage amount discussed above; provided, however, that the City may retain portions of such draw request that are for work that has not yet been completed to the reasonable satisfaction of the City.

v. At the City's election, the proceeds of the Upfront TID Grant may be disbursed through a title company pursuant to a disbursement agreement between the City, GWPP, and the title company (the "Disbursement Agreement"), which, to the extent the terms of the Disbursement Agreement conflict with the foregoing, the terms of the Disbursement Agreement shall control.

vi. The Developer understands and agrees that in the event that the Demolition Work is not completed by the Demolition Work Completion Deadline, further disbursements of the Upfront TID Grant shall be conditioned upon approval by the City Council. Absent such approval, the Upfront TID Grant Amount shall be reduced to the amount disbursed as of such date.

h. *Developer Dedication.* Within ninety (90) days of the completion of the Demolition Work in the areas where such streets will be reconstructed (the "ROW Dedication Deadline"), Developer shall convey by special warranty deed approximately 95,000 square feet of the Mall Property to the City for the purposes of dedicating such area to the public in order to extend the public streets, sidewalks, and utilities with

respect to 2nd Street, 3rd Street, Jackson Street, and Washington Street (the “ROW Dedication”). Developer and the WDPW shall cooperate to establish to the specific portions of the Mall Property (the “ROW Area”) that will be transferred to the City for the ROW Dedication, including, but not limited to allowing such survey work by the City as may be necessary to establish the boundaries of the ROW Area. Developer shall convey the ROW Area to the City by special warranty deed, free from any liens, on a date at or prior to the ROW Dedication Deadline as mutually agreed to by the City and Developer. Developer hereby agrees to cooperate with the City’s and the City’s title company’s reasonable requests to execute additional closing documentation to carry out the intent of this section.

i. *City Street Construction.* As soon as reasonably practical after the ROW Dedication, the City, at its sole cost and expense, shall design and construct extensions of the public streets, sidewalks, and utilities within the ROW Area in the manner contemplated in and consistent with the Redevelopment Plan. The City shall actively and continuously work on such projects until completion.

j. *Loan Amendment.* Effective as of the date the ROW Dedication occurs, the Development Agreement and the Note shall be amended to provide that: (i) the outstanding principal amount of the Loan shall be reduced to \$660,000; (ii) the maturity date of the Loan shall be the first day of July in the sixth calendar year following the calendar year in which the ROW Dedication occurred; and (iii) Developer shall repay the Loan in six (6) equal annual payments in the amount of \$110,000.00, beginning on the first day of July of the calendar year immediately following the calendar year in which the ROW Dedication occurred. As of the Effective Date, the Loan shall no longer be forgivable by the City in the fashion contemplated in the Development Agreement and any reference in the Development Agreement and the Note to such forgiveness of the Loan, including, but not limited to, Sections 3.b.ii and 4.e. of the Development Agreement, are hereby deleted.

k. *Real Estate Assessment; Shortfall Payments.*

i. During any calendar year during the Shortfall Payment Term, if the sum of the equalized assessed values for all parcels that comprise the Mall Property, as well as the Sears Parcel and Penney’s Parcel (the “Assessment Property”), as reflected in the records of the assessor for the City of Wausau is less than the Minimum Assessed Value, Developer agrees to pay to the City an amount equal to the difference between the amount of property tax which would have been due for such calendar year had the Assessment Property been assessed at the Minimum Assessed Value and the actual assessed value thereof for such calendar year (the “Shortfall Payment”). Any Shortfall Payment will be due and payable in full to the City at the same time as other real estate taxes are due in the City for such calendar year, even if such due date falls after the end of the Shortfall Payment Term. By way of example, if a shortfall exists because of a shortfall in the assessed values of the Assessment Property as of January 1, 2024, then the Shortfall Payment shall be due at the same time as the property taxes

are due for calendar year 2024. In the event a Shortfall Exception (as defined herein) exists and reduces the cumulative equalized assessed values for the Assessment Property, then the Shortfall Payment shall be reduced to the extent the Shortfall Payment was caused by such Shortfall Exception.

ii. A “Shortfall Exception” shall mean any one or more of the following:

1. A breach of the Development Agreement, as amended hereby, by the City.
2. Any loss or damage to any portion of the Assessment Property as a result of acts of God, war, government regulations, orders, or advisories, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, infectious disease; travel warnings or prohibitions, including governmental, corporate, or employer warnings or prohibitions, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal, impossible, or commercially impracticable to perform its obligations under this Agreement.
3. A failure by the City to fully disburse the Upfront TID Grant pursuant to the terms and conditions herein.

iii. Developer understands and agrees that this provision shall not in any way bind the City assessor in his/her assessment and appraisal of the Mall Property and that the City assessor will arrive at an Assessed Value of the Mall Property based solely on his/her reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair Developer’s rights to appeal an assessment in excess of the Minimum Assessed Value.

iv. In the event Developer fails to timely make a Shortfall Payment in full, the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon such notice, Developer shall have thirty (30) days to make the Shortfall Payment. If Developer fails to make the Shortfall Payment after such 30-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Marathon Circuit Court, for the amount of the Shortfall Payment (or such lesser amount if a partial payment was made). The City then shall have the express right to seek execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event Developer fails to timely make a Shortfall Payment in full, to attach a lien in the amount of such Shortfall Payment (or such lesser amount if a partial payment was made) to the Mall Property, which lien shall run with the land, and the

City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

3. *Conditions to Disbursement of the Upfront TID Grant.* The obligations of the City under this Amendment to disburse each installment of the Upfront TID Grant are conditioned upon the satisfaction of each and every one of the following conditions:

- i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Amendment or the Development Agreement.
- ii. Developer shall have provided the WDPW with a list of all contractors and material suppliers employed in connection with the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay.
- iii. Developer shall have submitted an executed copy of each construction contract or material supply contract for the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay to the WDPW Representative, with a copy to the City Clerk.
- iv. Developer shall have provided the WDPW with such other supporting documents reasonably acceptable to the WDPW as are customary for a construction draw request in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures and forms.

4. Miscellaneous.

- a. Notices to GWPP. Any notice given to Developer pursuant to the terms of the Development Agreement shall be deemed to have been simultaneously provided to GWPP.
- b. No Other Amendments. Except as amended hereby, the Development Agreement is not otherwise amended and remains in full force and effect.
- c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Amendment, and no party shall seek or claim any such personal liability.
- d. Severability. If any covenant, condition, provision, term or agreement of this Amendment is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Amendment will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

e. Captions and Interpretation. The captions of the articles and sections of this Amendment are to assist the parties in reading this Amendment and are not a part of the terms of this Amendment. Whenever required by the context of this Amendment, the singular includes the plural and the plural includes the singular.

f. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first printed above.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: _____
Name: _____
Title: _____

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Name: Leslie M. Kremer, Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the Recycling, Parking and Airport Fund

Committee Action: Approved 5-0

Fiscal Impact: \$375,000

File Number: 19-1109

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: General Fund Transfer</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$375,000</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: 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 Recycling Fund was established to account for the curbside recycling collection, yard waste site operations and leaf collection, and

WHEREAS, the Airport fund was established to account for the Wausau Airport operations; and

WHEREAS, the Parking Fund was established to account for Parking operations for the City, and

WHEREAS, the preliminary 2020 financial results reveal that these funds operated at a deficit in 2020; and a fund transfer and budget modification is warranted to eliminate the deficit; and

WHEREAS, the General Fund preliminary financial results indicate the General Fund will ample surplus to fund these projected deficits; and

WHEREAS, your Finance Committee has reviewed and recommends the following fund transfer and budget modification from the General Fund to the Parking Fund, Recycling Fund and Airport Fund.

GENERAL FUND TRANSFER TO:	PARKING FUND	\$250,000
GENERAL FUND TRANSFER TO:	RECYCLING FUND	\$100,000
GENERAL FUND TRANSFER TO:	AIRPORT FUND	\$25,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the 2020 budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and possible action regarding budget modification to transfer funds to the Parking, Recycling and Airport Funds

Groat explained Covid has impacted our operations in a variety of ways and our Parking Fund has been significantly impacted. The Police Department ceased enforcement during the Safer-at-Home Order because of concerns about people touching meters, etc. This created a deficit in our revenues for fines as compared to projections. She stated there has also been a pretty significant drop in parking revenues because when the 2020 budget was prepared the negotiations with WOZ and the mall had not been finalized. Revenues were in the budget from the existing parking agreement with the previous mall owners. She noted with many businesses being closed, Finance and Council authorized refunds to downtown businesses and employees. Some businesses have left their locations in the downtown resulting in a decline in occupancy in the ramps. Groat indicated the shortfall is projected to be approximately \$240,000 in revenue. Although the year isn't quite complete yet a \$250,000 transfer is requested for the Parking Fund to cover this and any final expenses that come in January related to December's activity.

Groat stated in the Recycling Fund they are trying to improve estimates for the cost of leaf pickup due to the changes regarding baling of the leaves and the repeat cycle of collection. All of those funds go to the Motor Pool Fund and then are used to help defray maintenance of the existing fleet and the purchase of new fleet. She requested a transfer of \$100,000 into the Recycling (Leaf Pickup/Yard Waste site).

Groat stated the Airport Fund is seeing a slight deficit this year. Every year there is an effort to increase the levy for the Airport Fund to turn this trend around. The request is for a small increase to the fund. She noted these budget modifications will go to Council on January 26, 2021.

Motion by Herbst, second by Martens to approve the budget modification. Motion carried 5-0.

PARKING UTILITY FUND

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
910 - PERSONAL SERVICE	413,619	272,983	272,268	715
920 - CONTRACTUAL SERVICES	555,427	442,275	391,662	50,613
930 - SUPPLIES & EXPENSE	94,394	41,700	48,082	(6,382)
940 - BUILDING MATERIALS	3,121	5,900	704	5,196
950 - FIXED CHARGES	135,165	128,000	130,346	(2,346)
970 - GRANTS, CONTRIBUTIONS & OTHER	3,853	-	-	
980 - CAPITAL OUTLAY	-	25,000	-	
TOTAL EXPENSE	1,205,579	915,858	843,062	72,795
840 - GENERAL PROPERTY TAXES	50,000	105,108	105,108	-
844 - FINES & FORFEITURES	220,017	235,000	165,296	(69,704)
845 - PUBLIC CHARGES FOR SERVICES	756,749	564,250	395,073	(169,177)
848 - MISCELLANEOUS REVENUE	361	1,500	2,240	740
849 - OTHER FINANCING SOURCES	200,000	-	-	
TOTAL REVENUE	1,227,128	905,858	667,717	(238,141)
PROFIT/LOSS	21,548	(10,000)	(175,345)	(165,345)

RECYCLING PROGRAM

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
PERSONAL SERVICE	115,173	117,202	141,064	(23,862)
MOTOR POOL	208,746	125,000	260,684	(135,684)
CONTRACTUAL SERVICES	433,863	442,260	401,256	41,004
SUPPLIES & EXPENSE	9,194	16,645	9,206	7,439
FIXED CHARGES	9,000	10,500	14,812	(4,312)
TOTAL EXPENSES	<u>775,976</u>	<u>711,607</u>	<u>827,022</u>	<u>(115,415)</u>
GENERAL PROPERTY TAXES	562,744	564,007	564,007	-
INTERGOVERNMENTAL GRANTS & AID	147,177	147,000	147,100	100
MISCELLANEOUS REVENUE	936	600	300	(300)
OTHER FINANCING SOURCES	65,000	-	25,000	25,000
TOTAL REVENUES	<u>775,856</u>	<u>711,607</u>	<u>736,407</u>	<u>24,800</u>
PROFIT (LOSS)	(120)	(0)	(90,615)	(90,615)

AIRPORT FUND

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
PERSONAL SERVICE	22,265	35,216	23,969	11,247
CONTRACTUAL SERVICES	245,062	235,620	240,126	(4,506)
SUPPLIES & EXPENSE	19,362	14,625	22,913	(8,288)
FIXED CHARGES	16,101	15,990	15,884	106
TOTAL EXPENSES	302,790	301,451	302,892	(1,442)
GENERAL PROPERTY TAXES	101,000	125,000	125,000	-
PUBLIC CHARGES FOR SERVICES	23,906	32,000	24,759	(7,241)
MISCELLANEOUS REVENUE	128,551	126,000	134,634	8,634
OTHER FINANCING SOURCES	50,000	-	-	
TOTAL REVENUES	303,457	283,000	284,393	1,393
PROFIT/(LOSS)	667	(18,451)	(18,500)	2,834

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

RESOLUTION OF THE FINANCE COMMITTEE			
Authorizing 2021 Budget Modification for Fire Department Software Programs			
Committee Action:	Approved 5-0		
Fiscal Impact:	\$35,681.20		
File Number:	20-1109	Date Introduced:	January 26, 2021

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: 2020 Budget</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 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 CIP budget included funding for CPR devices that were subsequently funded by a grant; and

WHEREAS, the Fire Department requested a change of purpose of these funds to purchase three software programs for support of operations, training and inspections activity; and

WHEREAS, at their November 24th meeting, your Finance Committee reviewed the request and recommended the budget change of purpose; and

WHEREAS, the purchase will be made in 2021 requiring a budget modification to record the carryover of funding from 2020 to 2021 to fund the purchase;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to increase the 2021 budget to reflect the carryover of project funds:

150-237598436 Fire Department – Equipment – Software \$35,682

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 24, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen (C), Martens, Herbst, Watson, Ryan

Others Present: Kremer, Barteck, Bliven, Jacobson, Kujawa, Lindman, Rosenberg, Polley, Rubow, Van Krey

Discussion and possible action regarding sole source purchase of three software programs for support of Operations, Training and Inspections Divisions of the Wausau Fire Department

Rasmussen explained the Fire Department received a grant for one of the items that was earmarked in CIP, so they are asking to repurpose those funds for software programs that will replace the Firehouse software. The company has been purchased and are no longer supporting that software.

Motion by Herbst, second by Watson to approve the sole source purchase of software programs. Motion carried 5-0.



Memorandum

From: Robert Barteck, Deputy Fire Chief *RB*
To: Finance Committee
Date: November 19, 2020
Subject: Purchase of updated software

Purpose:

To discuss the use of CIP funding for the sole source purchase three software programs for support of Operations, Training, and Inspections Divisions of the Wausau Fire Department.

Recommendation:

That you approve the following:

We recommend that you approve the use of CIP funding that was previously designated for automatic CPR devices, for the sole source purchase of three software programs.

Image Trend Rescue Elite:	\$22,042.00
Target Solutions:	\$5,919.20
<u>APX Smart Inspect</u>	<u>\$7,720.00</u>
Total:	\$35,681.20

Facts or Considerations:

Background:

For many years the department has been using Firehouse software for fire incident reporting, inspections, and tracking of training. Firehouse has been purchased by ESO (software company). ESO has announced they will no longer be supporting Firehouse after 2021 and are trying to move customers to their newer product. With this deadline to move away from Firehouse approaching the department has taken the opportunity to look at all available software programs that exist to find the best products to suit our needs. We closely looked at ESO, the expansion of our Image Trend product, and other software that could be used by divisions.

Discussion:

Limited options exist in the software market for fire-service specific products. ESO and Image Trend are companies that offer umbrella products that attempt to provide all of the software needs of a department. Each has pros and cons but neither does a good enough job at everything to suit the needs of our busy department.

In 2016 we began a phase-in process of moving to Image Trend for EMS incident reporting. This update will complete that project and bring EMS, Fire, and Rescue incident reporting under one software. This will allow the staff to only fill out one report

for EMS incidents rather than filling out two in the two different reporting software programs.

The Training Division is also affected by the loss of Firehouse and has settled on Target Solutions as the best software for our needs. Target solutions is a large web-based platform for not only tracking training but delivering training through their portal. Other departments that use Target Solutions have given it high reviews.

The Inspectors are also affected by the loss of Firehouse and they have settled on APX as being the best software for their needs. APX offers better capture and delivery of data during fire inspections. It also offers a bridge of that information over to our building pre-plans that is accessible to the fire officers on their Mobile Data Terminals on the fire apparatus.

Rationale:

Because a limited number of software companies make specific products to meet the different demands of the Wausau Fire Department the best selection of products can not be determined through a normal RFP process. To determine what is the best products for the department internal stakeholders examined and researched software specific to their areas of expertise. While it would be seemingly simpler to just buy an all-in-one package our Inspectors and Training staff felt those products lacked many elements that other products provided. Therefore those involved in the selection process feel it is best to use these three separate software products to accomplish the needs of the department.

Impact:

The largest impact from the update of the fire department software will be in the form of reduced report writing for the paramedics. Once the Image Trend Elite Rescue setup is complete the paramedics will be able to write both the EMS run report and the associated fire report in Elite. Currently, they have to write the EMS report in Image Trend Elite and the fire report in Firehouse.

Another area of impact will be in training. The Training Division Chief feels that the addition of Target Solutions will increase the accountability in record keeping and provide a state of the art web-based platform for delivering WFD specific training to individuals. Target Solutions will also assist the EMS Division Chief in reporting training to the National Registry and the Wisconsin Department of Health for licensing.

The Inspectors will also be positively impacted by the upgrade to a Fire Department Inspection specific software that has advanced Smart mapping capability that uses GIS data to mark and map buildings, hydrants, and other key information. It also will allow them to real-time update fire pre-plans during fire inspections. Pre-plans are used by fire officers during responses to emergencies and greatly aids in the mitigation of incidents.

Coordination:

To research, the available software products all of the upper-level officers, admin assistant, and several firefighters were invited to attend demonstration presentations from the different vendors. Each looked at the different software within their area of expertise and then coordinated with others to find areas that crossed over between divisions.

Drafted by: Deputy Chief Robert Barteck, Fire Department

Attached: Quotes from the three software vendors

Cc: Mayor

Prepared For

Mindy Walker
 Wausau Fire Department
 6060 E Thomas Street
 Wausau, Wisconsin 54403
 715-261-7901
 Mindy.Walker@ci.wausau.wi.us

Bill To

Mindy Walker
 Wausau Fire Department
 6060 E Thomas Street
 Wausau, Wisconsin 54403
 715-261-7901
 Mindy.Walker@ci.wausau.wi.us

Salesperson		Quote Number		Date	
Mike Tamasi, Account Executive, 952-469-6472		QUO-07814-B0P8G9		Nov 17, 2020	
Description		Qty	Frequency	Unit Price	Total
One-Time Fees					
Elite™ Rescue Setup		1	One Time	\$3,710.00	\$3,710.00
Recurring Fees					
Elite™ Rescue - SaaS *Includes Elite™ Field		1	Recurring	\$14,832.00	\$14,832.00
CAD Distribution		1	Recurring	\$3,500.00	\$3,500.00
- CAD Vendor: Other CAD Vendor					
TOTAL Year 1					\$22,042.00
*Annual Fees after Year 1					\$18,332.00

Optional Items

Target Solutions Distribution	1	Recurring	\$2,000.00	\$2,000.00	
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Prepared By: Mike Tamasi

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 6,500 annual incidents as provided by Client.
- *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite™ Rescue - SaaS *Includes Elite™ Field

In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.

CAD Distribution

The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.

Target Solutions Distribution

Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.



Quote ID
Q-69845

Valid Until
Wednesday, September 9, 2020

Contact Name
David Farrar

TargetSolutions Learning, LLC Agreement/Schedule A

Date: Monday, August 10, 2020

Client Information

Client Name: Wausau Fire Department	
Address: 606 E Thomas St Wausau, 54403	
Primary Contact Name: David Briggs	Primary Contact Phone: 715-261-7900

Agreement Term

Effective Date: 1/1/2021	Initial Term: 36 months
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Invoicing Contact Information

Billing Contact Name: David Briggs			
Billing Address: 606 E Thomas St, Wausau, Wisconsin 54403		Billing Phone: 715-261-7900	
Billing Email: david.briggs@ci.wausau.wi.us	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Fees

Product	Description	Qty	Price	Sub Total
Fire and EMS Online Course Catalogs	TargetSolutions Fire courses are based on the NFPA codes and standards, including NFPA 1001, NFPA 1021 and the NFPA 1500 Series. Courses also cover wildland fire and response to terrorism.	1	\$0.00	\$0.00
Maintenance Fee	Annual maintenance of the TargetSolutions Training platform.	1	\$395.00	\$395.00
TargetSolutions Premier Membership Platform	Online training management platform for public entities and professionals	62	\$89.10	\$5,524.20

Grand Total: **\$5,919.20**

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL's website, Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of TSL's website with TSL's third-party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.



**What we want.
Discounts given.*

Wausau Fire Department - Annual renewal with SmartMAP

Wausau Fire Department
606 East Thomas Street
Wausau, Wisconsin 54403
United States

Tracey Kujawa
Fire Chief
tracey.kujawa@ci.wausau.wi.us
7152617900

Reference: 20200825-164300868

Prepared: August 25, 2020

Expires: December 31, 2020

Prepared by: Paul Martin

President/CEO

paul.martin@apxdata.com

+1 (613) 252-4721

MINDY WALKER

NFIRS Contact
mindy.walker@ci.wausau.wi.us
7152617902

Shahn Kariger

Fire Inspector
shahn.kariger@ci.wausau.wi.us
715-261-7905

Comments from Paul Martin

Hi Shahn, Please find enclosed a proposal to renew what you currently have replacing SmartView with SmartMAP plus adding 3 SmartInspection and adding one additional SmartCapture (making the total to 3) . Note that SmartMAP is an enterprise license which means it can be used on an unlimited number of fire department devices with a breakeven compared to SmartView at 7.8 licenses/devices using our current standard price/license.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
SmartMAP Enterprise License	SM -	1	\$5,200.00 /	\$5,200.00 / year
SmartMap Enterprise license - unlimited department users	ENT		year	for 1 year
SmartCapture Single License	SC	1	\$660.00 / year	\$0.00 / year
SmartCapture single license per device - multi-users				after \$660.00 discount for 1 year
SmartCapture Single License	SC	2	\$660.00 / year	\$480.00 / year

SmartCapture single license per
device - multi-users

after \$840.00 discount
for 1 year

SmartInspect Single License	SI	1	\$1,020.00 /	\$0.00 / year
SmartInspect single license per device - multi-users			year	after \$1,020.00 discount for 1 year

SmartInspect Single License	SI	2	\$1,020.00 /	\$2,040.00 / year
SmartInspect single license per device - multi-users			year	for 1 year

Subtotals

Annual subtotal	\$7,720.00
	after \$2,520.00 discount

Total \$7,720.00

SET UP IS \$2,500 WHICH WOULD
BE CREDITED AS PER QUOTE 3.

Purchase Terms

- All data collected is the customer property and is easily exported through the administrative portal
- Currency is your local dollars (US)
- Technical support, software feature updates are included at no cost
- Standard terms apply - APX Master Software License and Service Agreement
- Auto-Renewal agreement unless APX is notified 90 days prior to the end of the service date
- Applicable taxes extra

Signature

Date

Printed name

Questions? Contact me



Paul Martin

President/CEO

paul.martin@apxdata.com

+1 (613) 252-4721

APX - Advance Property eXposure Inc.

1755 Woodward Drive, Suite 101

Ottawa, ON K2C 0P9

CA

Sole Source Justification

Online Training and Operations Management System

This document serves as a sole source justification for TargetSolutions' online training and operations management system, which is developed and provided solely by TargetSolutions.

Service Description

TargetSolutions' online training and operations management system is a comprehensive suite of proprietary web-based solutions for Fire and EMS departments and is the industry's only all-in-one operational hub for training, inspections and workforce management. The industry-leading platform features exclusive fire department software applications, including best-in-class training courses. This unique, one-of-a-kind system delivers these tools through an integrated web-based platform.

Here are TargetSolutions' key differentiators that make it stand apart in the industry:

- TargetSolutions features the industry's leading learning management system for scheduling, delivering and tracking online training courses
- TargetSolutions offers more than 500 hours of training for fire departments, including more than 250 hours of accredited EMS continuing education courses
- TargetSolutions is organizationally accredited through CAPCE, the Commission on Accreditation for Pre-Hospital Continuing Education
- In addition to EMS continuing education, TargetSolutions features NFPA 1001, NFPA 1021, NFPA 1410, NFPA 1500, as well as Occupational Safety and Health Administration (OSHA), and much more in its training catalog
- The TargetSolutions platform features unique applications for managing fire department training, recordkeeping, and compliance tasks, including:
 - Activities Builder
 - Credentials Manager
 - ISO Training Tracker
 - Community Resources
 - File Center
 - Test Builder
 - Generate Reports
 - Events Manager
- The TargetSolutions platform can be extended to *TargetSolutions Check It™* operations management system for conducting inspections of equipment, apparatus and inventory
- TargetSolutions' CrewSense workforce management system provides employee resourcing and human capital management software
- TargetSolutions' enterprise solution enables agencies to collaborate in a shared location while still managing their own TargetSolutions platform sites

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Authorizing classification of full-time Community Communications Specialist.

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0119

Date Introduced: January 26, 2021

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, in 2018 the City of Wausau Common Council approved the creation of a part-time Community Communication Specialist position and added that position to the Part-Time/Temporary/Seasonal pay scale; and

WHEREAS, in the 2021 budget the Common Council approved this position to transition to full-time; and

WHEREAS, the Human Resources Department evaluated the Community Communication Specialist position using the Decision Band Matrix and classified the position into salary grade 20 (\$38,113 - \$53,358); and

WHEREAS, your Human Resources Committee reviewed the position and supports the reclassification request;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to classify the Community Communication Specialist position into salary grade 20 effective upon the transition to full-time work in the 2021 budget.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: January 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Lou Larson
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Classifying Full-time Community Communications Specialist.

Vanderboom said that this position was changed from part-time to full-time through the budget process, and it is being brought forward to the committee to classify. The position was created as a seasonal position and fell under a different pay scale. The proposal is to place the position in Grade 20.

Wadinski asked why the position is based in the Police Department when it is to be utilized throughout the departments. Vanderboom said this question also came up during the budget process and it is her understanding that the position will do a majority of its work with the Police Department but also work with other departments. Mayor Rosenberg said that she would like to see the City have a Communications Department where the positions would reside; the mayor said that Captain Baeten is doing a good job with the position at this time. Chief Bliven said that the Police Department has the supervisory structure in place as well as the technology infrastructure to support the position at the Police Department since it has had the position for several years. He also would like to ensure that the Police Department receives 20 hours of time to be able to work on their projects. Wadinski asked how the position will work with other departments. Bliven said the goal is for the position to be 50% Police Department and 50% with other departments. Wadinski asked if the current employee will remain in the position. Bliven said that the position will be posted so that anyone can apply for it. Vanderboom reiterated that the purpose of the discussion at the meeting is to classify the position only.

Motion by Wadinski to approve the classification of the full-time Community Communications Specialist position at Grade 20. Second by Herbst. All ayes. Motion passed 4-0.

Human Resource Committee Packet

January 11, 2021

Agenda Item
Discussion and Possible Action Classifying Full-time Community Communications Specialist
Background
In 2018, the Common Council approved the creation of a Part-Time Community Communications Specialist position within the Wausau Police Department. Funding was reallocated from Community Service Officer to provide salary for the newly created position, and it was classified as a seasonal position at a rate of \$11.63-\$13.45 per hour. In the 2021 budget, the Community Communications Specialist position was funded as a full-time position. This requires the position be classified into the standard salary scale. The Human Resources Department evaluated the position under the Decision Band Matrix and recommends the Community Communications Specialist position be classified at salary grade 20 (\$38,113 - \$53,358).
Fiscal Impact
None, this change is already budgeted.
Staff Recommendation
Approve the classification as recommended.
Staff contact: Toni Vanderboom (715-261-6634) and Ben Bliven (715-261-7802)



JOB DESCRIPTION

Community Communications Specialist

Job Title:	Community Communications Specialist	Reports To:	Lieutenant- Administration
Department:	Police	FLSA Status:	Non Exempt
Division:	Administration	EEO Code:	
Salary Grade:	20	Occupational Code:	
Employee Group:	Non-represented	Training Category:	
Created:	January, 2021	Last Revision:	

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to assist the Wausau Police Department and the City of Wausau with strengthening its relationship to the community through the use of original, internally-produced video content. In addition to informing and educating the public about city activities and staff, the video content also serves to enhance recruiting efforts and promote positive interactions in general. This position may also assist the city by producing video content designed to enhance the training of city staff.

The specific critical services served or supported by the Community Communications Specialist position are primarily video production, interviewing and editing. This includes recording video of city events and activities, interviewing city staff and documenting their interactions with the public.

Essential Duties and Responsibilities

1. Uses City-provided video recording equipment to document staff activities.
2. Interviews employees and others to adequately tell the story of the city team
3. Rides with city staff and others as necessary to obtain video recordings.
4. Edits video files, still images and audio files to produce original video content for internal and external use.
5. Works with supervisor to gain insight and direction on video recording efforts.
6. Develops themes for video content under the direction of a supervisor.
7. Operates a city-owned vehicle in normal non-emergency mode, day and night conditions, and during times of inclement weather and congested traffic.
8. Maintains working knowledge of City of Wausau current procedures.
9. Maintains compliance with City of Wausau core values.
10. Any other duties as assigned by supervisor.

Additional Duties and Responsibilities

- Perform special assignments as assigned by supervisor.

Education and Experience Requirements

Candidates must be a United States Citizen and at least eighteen (18) years old. A high school diploma or equivalent is required. Applicants must possess a valid Wisconsin driver's license. Candidates must be able to pass a criminal background check. Prior experience creating and editing original video content is required.

Knowledge, Skills and Abilities

- Ability to communicate effectively orally and in writing with citizens, co-workers, supervisors, and others.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as computer, video recording equipment, and telephone.
- Skills to effectively operate computer systems for a variety of tasks.
- Ability to coordinate eyes, hands, feet and limbs in performing video recording and editing.
- Ability to sit, stand, walk, use hands and fingers to handle or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, or crouch.
- Knowledge of safe working practice with regard to electricity and lights.
- Ability to compose frames and shots.
- Ability to perform camera moves accurately.
- Ability to listen to others and work cooperatively as part of a team.
- Ability to work under pressure and to deadlines.

Physical and Working Environment

Ability to work under mildly unsafe and uncomfortable conditions where exposure to environmental factors such as potential violence, machinery and disease can cause discomfort and where there is a risk of injury.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

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

Authorizing Compensation Plan Adjustment – Internal Alignment between union and non-represented supervisory staff.

Committee Action: HR: Approved 4-0
FIN: Approved 5-0

Fiscal Impact: Estimated \$7,400 (not including overtime or benefits)

File Number: 03-1111

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

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, in October 2019 and January 2020 the Wausau Common Council moved to address internal compression for Police Lieutenants; and

WHEREAS, the City of Wausau has previously established that the acceptable margin in compensation commonly referred to as “compression” between line staff and supervision is 5%; and

WHEREAS, the City of Wausau recently negotiated successor with its Police, Fire and Transit unions, after which the Human Resources Department again reviewed potential compression issues with non-represented supervisory staff, which identified eight (8) areas of compression; and

WHEREAS, your Human Resources Committee and Finance Committee reviewed and recommends the following actions be taken to address these areas of compression:

- One Transit supervisor be increased by one pay step effective 12/27/20
- One Fire Battalion Chief be increased by one pay step effective 12/27/20
- Six Police Lieutenants be increased effective upon the midyear 2021 increase represented in the collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the salary for one Transit supervisor, one Battalion Chief and six Police Lieutenants is adjusted as described above.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: December 14, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Michael Martens, Lou Larson, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Dawn Herbst,
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Addressing Compression Between Union and Non-Represented Supervisory Staff.

Vanderboom said now that the tentative agreements have been accepted, the City looks at compression issues that can arise between union employees and supervisors due to increases not being the same. The City prefers to have a 5% spread between union employees and the first line supervisors. Vanderboom said that some instances of compression were found that should be addressed and approved to bring to the Finance Committee for approval. Vanderboom went over the increases that are necessary with the committee. Larson asked if the increases were reflected in the budget. Vanderboom said that the increases were not included in the budget and therefore will need to go to the Finance Committee. Vanderboom said the amount is about \$7,400 plus benefits.

Motion by Larson to approve addressing compression between union and non-represented supervisory staff and forwarding to the Finance Committee. Second by Wadinski. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 12, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Rasmussen, Martens, Herbst; *By WebEx*: Watson, Ryan

Others Present: Kremer, Groat, Jacobson, Kujawa, Lindman, Rosenberg, Rubow, Vanderboom, Neal, Chuck Ghidorzi

Discussion and Possible Action Addressing Pay Compression between Union and Non-Represented Supervisory Staff

Rasmussen stated this periodically happens in the pay matrix where certain employees are eligible for overtime and employees in the supervisory role are not, and employees start to make more than the supervisor. Or an overlap can also happen and certain grades become compressed causing difficult recruiting people.

Motion by Martens, second by Watson to approve. Motion carried 5-0.

Human Resource Committee Packet

December 14, 2020

Agenda Item
Discussion and possible action addressing pay compression between union and non-represented supervisory staff.
Background
In 2016 and 2019, the Common Council moved to adjust the compensation plan to account for internal alignment and pay compression within the Police Department. With new collective bargaining agreements being approved, this issue is up for review again. “Compression” is a common term for a lack of salary difference between staff and their supervisors. There is no universally accepted degree of spread, and there are some circumstances which may account for a line staff earning more than a supervisor (for example, a senior line staff with longevity with the company may earn more than a new supervisor without outside experience). The City of Wausau established 5% as a generally accepting spread in compensation.
Fiscal Impact
\$7400 plus benefits
Staff Recommendation
In the Transit Department, one compression item was identified. I recommend increasing the salary for one supervisor by one step increase effective 12/27/20. This will assure a 5% spread for this employee over the life of the current contract. In the Fire Department, one compression item was identified. I recommend increasing the salary for one battalion chief by one step increase effective 12/27/20. This will assure a 5% spread for this employee over the life of the current contract. In the Police Department, compression will be experienced by six Lieutenants mid-2021 and by eleven Lieutenants mid-2022. I recommend increasing the salary for the six affected Lieutenants effective upon the midyear increase represented in the contract. This will ensure a 5% spread for these employees in 2021. Compression with this group will continue to be monitored; if necessary, another adjustment may be brought before this Committee prior to the 2022 contracted increases.
Staff contact: Toni Vanderboom (715-261-6634)

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving COVID-19 Related Mask Requirement City Wide

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0317

Date Introduced: January 26, 2021

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, the COVID-19 pandemic continues throughout the United States, including throughout the State of Wisconsin and the City of Wausau; and

WHEREAS, the City has an obligation under Wis. Stat. §62.11(5) to act “for the health, safety, and welfare of the public” to protect residents and employees; and

WHEREAS, evidence suggests that COVID-19 spreads mainly from person to person through respiratory droplets when a person infected with the disease, symptomatic or not, coughs, sneezes, or talks; and further, that wearing a cloth face covering reduces the risk of a person with a COVID-19 infection from spreading the infection to others and can also protect people without an infection from exposure to droplets that may contain the virus; and

WHEREAS, on January 12, 2021, the Wisconsin Department of Health Services has further confirmed present in Wisconsin a more contagious strain of COVID-19 which is more infectious, and more easily transmissible; and

WHEREAS, the Centers for Disease Control and the Wisconsin Department of Health Services advise that wearing a cloth face covering reduces the spread of COVID-19; and

WHEREAS, Governor Evers issued Executive Order #82, requiring the wearing of face coverings effective 12:01 AM on August 1, 2020 and expiring at midnight on September 28, 2020 and corresponding Emergency Order #1, requiring face coverings for people over the age of 5 whenever one is indoors or in an enclosed space, other than a private residence, and other people are present in the same room or space; and

WHEREAS, the Council passed Resolution File No. 20-0712 on September 22, 2020, approving COVID-19 related mask requirements in eleven (11) City owned facilities through December 31, 2020; and

WHEREAS, on September 22, 2020, Governor Evers, through Executive Order #90, declared a Public Health Emergency, in effect for 60 days until November 21, 2020; and

WHEREAS, the Council passed Resolution File No. 20-0317 on November 10, 2020, approving mask wearing requirements city-wide through January 31, 2021; and

WHEREAS, on November 20, 2020, Governor Evers, through Executive Order #95, declared a new Public Health Emergency, in effect for 60 days until January 19, 2021; and

WHEREAS, on January 19, 2021, Governor Evers, through Executive Order #104, declared a new Public Health Emergency, in effect for 60 days until March 20, 2021 and corresponding Emergency Order #1, requiring face coverings for people over the age of 5 whenever one is indoors or in an enclosed space, other than a private residence, and other people are present in the same room or space; and

WHEREAS, Marathon County COVID-19 Order #1 provides that pursuant to Wis. Stat. §252.03(1)(2), the Health Officer recommends the use of a mask or cloth face covering when physical distancing of six (6) feet between people not residing in a single living unit or household is impractical.

NOW THEREFORE BE IT RESOLVED, by Mayor Katie Rosenberg and the Common Council of the City of Wausau, that every individual age five (5) and older who is present in the City of Wausau shall wear a face covering that covers the nose and mouth of that individual in indoor areas accessible to the public and while driving or riding public transportation or a qualifying vehicle, unless exempted below

Exemptions.

- (1) Persons who have chronic upper respiratory conditions or are unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance;
- (2) Persons with medical conditions, intellectual or developmental disabilities, mental health conditions, or sensory sensitivities that prevent or impair the person's ability to wear a face covering;
- (3) Persons who fall within the guidelines of the Center for Disease Control and Prevention for those who should not wear face coverings due to a medical condition, mental health condition, or disability that prevents them from wearing a face covering;

- (4) Persons who are communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means;
- (5) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by government safety guidelines;
- (6) Persons in a setting where it is not practical or feasible to wear a face covering when obtaining or rendering goods or services to the extent necessary to obtain or render such goods and services including but not limited to the receipt of dental services or medical treatments or while consuming food or beverages;
- (7) Persons actually engaged in exercising in a gym or other similar indoor facility, so long as physical separation of not less than six (6) feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising;
- (8) Whenever federal, state or local law otherwise prohibits wearing a face covering or where it is necessary to evaluate or verify an individual's identity;
- (9) Persons whose religious beliefs prevent them from wearing a face covering

Definitions.

- (1) "Face covering" means a manufactured or homemade cloth covering that fully covers an individual's nose and mouth and that is secured with ear straps or otherwise tied so as to prevent slipping, and/or a face shield which covers the mouth and nose, covers the side of the face, and is secured on the head.
- (2) "Indoor area accessible to the public" means any interior area of any structure or premises licensed by the City of Wausau or used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy, or other use by the public, to which the public customarily has access, but does not include any private residence.
- (3) "Qualifying vehicle" a paratransit vehicle, a taxi, a private car service vehicle, a ride-sharing vehicle, or any other for-hire vehicle.

BE IT FURTHER RESOLVED that all businesses, organizations, and non-profit entities within the City of Wausau are encouraged to post notice requiring employees, customers, visitors, members, or members of the public to wear a face covering whenever those persons are in a building open to the public.

BE IT FURTHER RESOLVED that this Resolution shall take effect January 31, 2021 and shall remain in effect until March 31, 2021, unless terminated earlier by the Common Council.

BE IT FURTHER RESOLVED that any ordinance, resolution or City policy in conflict with the above Resolution shall be superseded by this Resolution.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 18, 2021, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, Peckham, Wadinski

Members Excused: McElhaney

Others Present: Alfonso, Bliven, Goede, Kremer, Barteck, Rosenberg, Mark Craig; and *by WebEx*: Groat, Watson, Phil Rentmeester

Discussion and possible action regarding COVID-19 related mask requirement city wide.

Rasmussen stated a resolution was passed in November to support mask use to lay behind and be subordinate to the Governor's statewide mandate. This resolution only extends the date from the end of January to the end of March because the Governor just extended his order.

Motion by Wadinski, second by Peckham to approve the extension to March 31, 2021. Motion carried 4-0.



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

STAFF MEMO

TO: Members of the Public Health and Safety Committee
Members of the Common Council

FROM: Anne Jacobson, City Attorney

RE: Approving Resolution related to COVID-19 Related Mask Requirement City Wide

DATE: January 20, 2021

To simplify the language of the Resolution, the following actions have occurred at each level of government:

State

Public Health Emergencies declared:

- July 30 – September 28, 2020 (Executive Order #82)
- September 22 – November 21, 2020 (Executive Order #90)
- November 20, 2020 – January 19, 2021 (Executive Order #95)
- January 19, 2021 – March 20, 2021 (Executive Order #104)

Mask wearing mandates:

- August 1 – September 28, 2020 (Emergency Order #1)
- January 19, 2021 – March 20, 2021 (Emergency Order #1)

County

- May 14, 2020 – in effect until revoked or superseded (Marathon County COVID-19 Order #1)

City

Public Health Emergencies declared:

- October 30, 2020 (Executive Declaration No. 6 – ratified November 10, 2020

In effect for so long as Executive Order # 90 is in effect (November 21, 2020) or this Proclamation is terminated by the Council, whichever is longer. (Still in effect)

Mask wearing mandates:

- September 22 – December 31, 2020 (Council Resolution No. 20-0712)
Requiring the wearing of masks in eleven (11) listed City-owned facilities
- November 10, 2020 – January 31, 2020 (Council Resolution No. 20-0317)
Requiring the wearing of masks city-wide

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

ORDINANCE OF THE WAUSAU WATERWORKS COMMISSION	
Amending Section 3.40.010 Fees and licenses schedule, Section 13.04.030 Management and control, Section 13.64.010 Purpose; repealing and recreating Section 13.64.020 Basis for charges.	
Committee Action: Approved 5-0	Ordinance Number:
Fiscal Impact:	
File Number: 87-0220	Date Introduced: January 26, 2021

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

Add ()

Delete ()

Section 1. That Section 3.40.010 Fees and licenses schedule is hereby amended to read as follows:

3.40.010 Fees and licenses.

- (a) The City Council hereby adopts and incorporates into this Code by reference the City of Wausau Fees and Licenses Schedule. The schedule shall establish various fees and license as referenced throughout this Code. The schedule may be amended hereafter by resolution of the City Council, except for sewer rates, which can be amended without resolution, pursuant to 13.04.030(c).

....

Section 2. That Section 13.04.030 Management and control is hereby amended to read as follows:

13.04.030 Management and control.

....

- (c) *Rates, rules and regulations.* The commission shall have authority to fix rates, and amend the fee schedule without a resolution of the Common Council, and establish rules and regulations for the governance, management, and operation of the utilities which make up utility, subject to state statutes and to the jurisdiction of the Public Service Commission of Wisconsin, Wisconsin Department of

Natural Resources, and any other approving authority. The utility shall comply with and enforce any required regulations, tariffs, codes, permits, plan approvals, etc. The Common Council may enact and amend ordinances to confirm and/or modify policies, rates and regulations of the utility.

....

Section 3. That Section 13.64.010 Purpose is hereby amended to read as follows:

13.64.010 Purpose.

...

The utility will ensure that sewer rate structure is equitable amongst all users to recover actual costs associated with operation, maintenance, and replacement capital costs. ~~A rate review shall be performed once every two years~~ A rate review shall be performed as is needed and approved by the Wausau Waterworks Commission and the rate structure will provide sufficient funds to cover all operating costs operation, maintenance, and capital costs. The rate structure shall be approved by the Wausau Waterworks Commission. Excess revenue collected from a user class will be redistributed to the appropriate cost category for the following year as reasonably feasible. The utility will render a sewer bill that reflects costs associated with the users demand on the system.

Section 4. That Section 13.64.020 Basis for charges is hereby repealed and recreated to read as follows:

Section 13.64.020 Basis for charges.

- (a) To pay for such a system there is imposed a service charge upon each user of the sewerage system as provided in Chapter 13.04.
- (b) All customers who are connected to municipal sewer will be charged the imposed rates determined by the current City fee schedule found in Section 3.40.010(a) of the City of Wausau Municipal Code.
- (c) *Residential and non-residential customer.* Customers with water meters provided by the utility shall be charged based on actual volume as recorded by the water meter. All such water metering devices shall be approved by the utility's director prior to installation.

Adjustments may be made to the billed sewer volume on a case-by-case basis provided it can be verified that a significant portion of the usage was not discharged to the sanitary sewer and will only be considered based upon a written request.

In the case where a customer is served only with sewer service and a water meter has not been installed to record water usage, the user will pay a flat fee as provided in the fee schedule, located in Section 3.40.010(a).

- (d) A volume credit may be granted for water not discharged to the sanitary sewer provided the volume is metered and approved by the utility.

(e) Monitored Customers

- a. *Volume and concentration determination.* Monitoring and sampling control facilities shall be constructed on each lateral discharging industrial wastes to the sanitary sewer system. Concentration billing for BOD₅ and TSS may be based on samples or on the latest reported concentration numbers of NR 101 reporting forms submitted to the DNR, where no samples are available.
- b. *Flow monitoring.* Flow shall be recorded for each day a flow occurs.
- c. *Sampling and analysis frequency.* Three consecutive 24-hour composite samples shall be taken and analyzed on three consecutive production days each 30-day period.
- d. *Analysis of wastes.* Laboratory analysis of monitored waste samples shall consist of biochemical oxygen demand and total suspended solids to be performed in accordance with the current edition of "Standard Methods."
- e. *Who shall collect data.* All significant industrial users shall conduct or cause to be conducted all required tasks to provide the utility with the required data. The utility may verify the data.
- f. *Reporting of volume and concentration data.* Daily volume recordings and concentration data reports shall be submitted in writing to the utility by the tenth of the month following the data collection.
- g. *Billing determination.* The utility shall summarize all data for bimonthly billings. The normal procedure for determining the strength data shall be to take the arithmetic average of the concentrations and proportionate to the total bimonthly volume to arrive at total pounds. (Average concentration as milligrams per liter multiplied by flow in millions of gallons multiplied by the factor for weight 8.345/gal pounds.) However, irregularities noted with the concentration as compared with the flow may constitute other means of determining the concentration billing data at the discretion of the utility.
- h. *Reclassification review.* A monitored customer may request the utility to reclassify the customer to nonmonitored on the grounds that during 12 consecutive months of monitoring, the cost of required monitoring exceeded the utility's concentration charge. Documentation of costs for monitoring must accompany the request for review. The discharge is still liable for compliance monitoring and associated fees for a three-year period following reclassification. If, during the three years, the concentration of the discharge changes to the point that monitoring should be resumed and the discharge fails to inform the utility, the utility may back bill the entire period during which the customer was classified nonmonitored at the current rate of billing for monitored customers less the charges paid as a nonmonitored customer. The customer may also be subject to a forfeiture. A condition for reclassification is that the discharger has fully complied with all provisions of section 13.62.050 for a 12-month period.

- i. *Reduction in monitoring frequency.* Written requests for permission to reduce monitoring frequency as stipulated in subdivision (c) of this subsection may be granted by the Director of Public Works and Utilities. The requests by the monitored customer must clearly demonstrate the following:

- i. The cost of monthly monitoring is unreasonable in relation to the utility's concentration charge;
- ii. Previously submitted concentration values must be constant; and
- iii. Compliance monitoring by the utility checks with reported concentrations.

However, the minimum frequency is three consecutive production days each four-month period. The most recent strength data on file with the utility at the time of billing will be used to determine concentration billing.

(f) Nonmonitored Customers outside of City limits.

- a. Nonmonitored customers located outside of the corporate limits of the City served with sanitary sewer service directly by the utility are subject to codes, policies, regulations and charges as established and set forth below. (This chapter applies to the remaining area of Town of Stettin Sanitary District 1 not annexed to Wausau.)

(g) Charges for hauled wastes dumped at Wausau's Wastewater Treatment Facility.

- a. Charges for hauled waste shall be determined by the current City fee schedule found in Section 3.40.010(a) of the City of Wausau Municipal Code.
- b. Hauled wastes dumped at Wausau's Wastewater Treatment Facility (WWTF) are subject to all codes, policies, regulations, and charges adopted by the Wausau Waterworks Commission. Specifically, all hauled wastes shall comply with all provisions of chapter 13.62. Hauled waste generated outside of Wausau's sewer service area and nondomestic in nature (such as industrial process wastes) is restricted from dumping at Wausau's WWTF without written approval. (Wastes potentially toxic in nature or waste generally not acceptable for treatment at the municipal WWTF regardless of origin shall be considered on a case-by-case basis. Contract haulers should not convey such wastes without prior written approval if it is the intent to dispose at Wausau's WWTF.) All hauled wastes are subject to the conditions and charges established and delineated below. All septic haulers shall receive written authorization to dump at Wausau's WWTF. Existing septic haulers at time of adoption of this Code will have complied with this requirement. Dumping will only occur at Wausau's WWTF at a designated manhole or station. All septic haulers are required to report all waste loads delivered to Wausau's WWTF. Procedures regarding entering plant grounds, dumping, and reporting requirements are subject to change and will be addressed by policy by the Director of Public Works and Utilities or commission. Upon demand, the

utility will have the right to inspect state-required hauling records to confirm origin and disposal of hauled wastes.

- c. Septic haulers must report to Wausau Waterworks the volume of septic waste and the volume of holding tank waste for each load delivered by the tenth day of the following month. The concentration charges for residential septic and holding tank wastes can be estimated, where test results are not available and at the discretion of the Director of Public Works and Utilities. If the septic hauler fails to submit a report detailing the volumes of wastes dumped, they will be charged for 95 percent of the actual truck volume and an assumed 16 percent septic tank sludge and 84 percent holding tank waste.

Charges for commercial, industrial, environmental cleanup, and other unique wastes that, in the opinion of the Director of Public Works and Utilities, are not adequately characterized by the stated Administrative, Volume, and Concentration charges can be established by contract or agreement approved by the commission.

- d. Septic haulers not in compliance with polices, codes and current with dumping charges are subject to revocation of dumping privileges at Wausau's WWTF.

(h) *Delinquent sewer bills.* All customers shall be subject to late payment charges and penalties and/or disconnection of sewer service and the policies and procedures for such charges/penalties and disconnections shall be similar to those approved by the Public Service Commission for the utility.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk



TO: Wausau Waterworks Commission

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

DATE: January 26, 2021

SUBJECT: Wastewater (Sewer) Rates – Fee Schedule and CH 13.64 Amendment

The City established a Utility Commission under WMC CH 13.04 to manage and operate the water and sewerage utilities. Under this CH 13.04 the Utility Commission has been delegated, by the City Council, authority to “fix rates” subject to state statute and jurisdiction of the PSC. Throughout the state the majority of the municipalities have delegated rate authority to Utility Commissions.

Under the WMC the Wausau Waterworks Commission has been delegated the authority to set sewer rates independently as needed to keep a financially healthy utility. Currently the sewer rates are written into the Wausau Municipal Code (WMC) CH 13.64. As written, any sewer rate changes approved by the Commission would need to go to City Council to approve an amendment of the WMC. The Commission has already been delegated the authority to approve the sewer rates so removing the rates from the WMC and placing on a fee schedule eliminates the conflict of authority within the WMC.

The request before the City Council is to determine if the council would like the rates established in a fee schedule and referenced in section 3.40 of the WMC. A fee schedule referenced in the WMC keeps the rates easily available and referenced for transparency. Staff recommends establishing a fee schedule of the rates and referencing the schedule in the WMC.

Attached are the relevant chapters of the WMC as well as the proposed fee schedule for review and consideration.

Attachments: WMC CH 3.40
WMC CH 13.04
Amended WMC CH 13.64
Sewer Rate Fee Schedule

Chapter 3.40 - FEES AND LICENSES SCHEDULE

3.40.010 - Fees and licenses schedule.

- (a) The City Council hereby adopts and incorporates into this Code by reference the City of Wausau Fees and Licenses Schedule. The schedule shall establish various fees and license as referenced throughout this Code. The schedule may be amended hereafter by resolution of the City Council.
- (b) Said schedule shall be on file in the office of the City Clerk and shall be open to public inspection during business hours.

(Ord. 61-5633 §1, 2014, File No. 13-0309; Ord. 61-5553 §1(part), 2013, File No. 13-0309)

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Chapter 13.04 - WAUSAU UTILITY COMMISSION

13.04.010 - Created.

There is created an independent and nonpartisan Utility Commission, which will be known as the Wausau Waterworks Commission ("commission"), which commission shall manage and operate the water and sewerage utilities of the City of Wausau, pursuant to Wis. Stats. § 66.0805. The commission shall operate the water utility and the sewerage utility, autonomously, as enterprise funds of the City.

These utilities shall collectively be referred to as ("utility").

(Ord. 61-5822 §4, (part) 2019; Ord. 61-4983 §1(part), 1997.)

13.04.020 - Membership, terms, appointments and meetings.

The Utility Commission shall consist of five members. The commission shall consist of the Mayor, one Alderperson elected from the membership of the Common Council, and three citizens of the City of Wausau.

The Mayor shall be deemed to be a member of the commission for the term for which he/she is elected, and the Mayor shall act as the president and presiding officer. The alderperson shall be elected (or re-elected) by the Common Council at the inaugural organizational meeting of the Council after its election, which alderperson shall serve a two-year term commencing immediately upon election, and which alderperson shall be the secretary of the commission.

The three citizen members of the commission shall be appointed (or reappointed) by the Mayor, subject to confirmation by the Common Council, and shall serve a five-year term of office which shall begin on the first day of May of the year in which the term commences.

Commission vacancies shall be filled for the unexpired term of office in accordance with appropriate state statutes and City ordinances, and shall be confirmed by the Common Council, as necessary.

These shall be regular monthly commission meetings, and special meetings may be held at any time upon the call of the president or upon the request of a majority of the commission. A majority of the commission shall constitute a quorum. The president shall have the authority to sign any contracts authorized by the commission.

(Ord. 61-5001 §1(part), 1998; Ord. 61-4983 §1(part), 1997.)

13.04.030 - Management and control.

The Utility Commission shall have the exclusive right to manage and supervise the utility subject only to the general control and supervision of the Common Council, with such general control and supervision being exercised pursuant to the enactment and amendment of this and other ordinances.

- (a) *Management and staff.* The Director of Public Works and Utilities shall serve as the General Executive Officer of the utility to act on behalf of the commission. The commission delegates all other personnel matters to the Director of Public Works and Utilities and human resources department of the City to employ, compensate, set policy, and resolve all personnel matters as necessary in the best interest of the utility. The commission reserves the right to employ or contract for management and general operation of the utilities through agents or consultants as the commission deems necessary or convenient.
- (b) *Director of Public Works and Utilities.* The Director of Public Works and Utilities shall serve at the discretion of the Utility Commission and will report directly to the president (Mayor). A detail of the job description of the Director of Public Works and Utilities' shall be maintained by the Human Resources Department. The Director of Public Works and Utilities will abide by and participate in all policies, benefits, compensation packages, etc., as established by the Human Resources Department and Committee which are ratified by the Common Council.

- (c) *Rates, rules and regulations.* The commission shall have authority to fix rates, and establish rules and regulations for the governance, management, and operation of the utilities which make up utility, subject to state statutes and to the jurisdiction of the Public Service Commission of Wisconsin, Wisconsin Department of Natural Resources, and any other approving authority. The utility shall comply with and enforce any required regulations, tariffs, codes, permits, plan approvals, etc. The Common Council may enact and amend ordinances to confirm and/or modify policies, rates and regulations of the utility.
- (d) *Contracts and other powers.* The commission shall have full authority to let bids and enter into contracts in the name of the City; provided, that such contracts are necessary or convenient to the management and operation of the utility and that funding is available. The commission shall have such other powers as are necessary or convenient to the management and operation of the utility, and the City intends that the commission shall have full authority respecting the utility unless that authority is specifically withheld by statute or ordinance.
- (e) *Funding and financial control.* The commission shall oversee financial control through budget review, audits and directing the Director of Public Works and Utilities to prepare and summarize financial reports appropriate to ensure sound fiscal control of the utility. Each utility shall maintain segregated accounts to correctly reflect financial status under enterprise fund practices and will work with the Finance Department for the overall administration of utility finances. Payment shall be made for labor, salaries, and other regular expenses deemed appropriate to manage and operate the utility financial and other fiscal decisions necessary for day-to-day operations of the utility, shall be made either by the Director of Public Works and Utilities or under the direction of the Mayor.

(Ord. 61-5822 §5 (part), 2019; Ord. 61-5735 §8(part), 2017; Ord. 61-4983 §1(part), 1997.)

Wausau Wastewater User Rates - Fee Schedule

Updated January 5, 2021

1. Charges for customers with a single water meter monitoring all water usage. Quarterly fixed charge based on water meter size plus the volume rate.

¹ Water Meter Size (inches)	Fixed Charge 10/01/20	Fixed Charge 07/01/21	Fixed Charge 10/01/22
5/8 or 3/4	\$ 23.06	\$ 29.06	\$ 34.58
1	31.13	39.23	46.68
1 1/4	43.36	54.63	65.01
1 1/2	50.28	63.35	75.38
2	84.18	106.06	126.21
3	151.98	191.49	227.88
4	248.15	312.67	372.07
6	489.84	617.20	734.46
8	770.50	970.83	1,155.29

¹Charges listed above are meter charges per quarter

Volume	^{1,2} Volume Charge 10/01/20	^{1,2} Volume Charge 07/01/21	^{1,2} Volume Charge 10/01/22
per CCF	3.75	4.73	5.63

¹Volume is charged per 100cf (748gal)

²Charges to residential customers shall be based on actual volume as recorded by the water meter each quarter.

1a. Irrigation Meter (optional): Customers may elect to install a second water meter to monitor water usage not discharged to sanitary sewer eliminating the sewer fixed & volume charge for this portion of metered water. The meter shall be provided by the utility and the installation approved by the utility.

2. Sewer Only & No Water Meter (Water Treatment Facility): The fixed charge is the 3/4 meter fixed charge plus two thousand cubic feet (average quarterly household water usage) times the current volume charge.

Sewer Service Only (Quarterly Billing)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
3/4 Meter Fixed Charge	\$ 23.06	\$ 29.06	\$ 34.58
Per CCF	\$3.75	\$4.73	\$5.63
2000 cf (Ave usage)	\$75.00	\$94.60	\$112.60
Total Fixed Charge	\$ 98.06	\$ 123.66	\$ 147.18

3. Sewer Treatment Only. City of Schofield

Wastewater Receiving (Monthly Billing)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Fixed Charge	\$357.60		
Per Million Gallons	\$2,631.01		

4. Sewer Treatment Only. Village of Weston

Wastewater Receiving (Monthly Billing)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Permit Fee	\$150.00		
Per CCF	\$3.23		

5. Hauled Wastewater - Village of Maine WWTF

Hauled Wastewater (Monthly Billing)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
50% volume (per 1000 gal)	\$86.93		
50% volume (per 1000 gal)	\$9.46		

5a. Hauled Wastewater - Environmental Professional Services (REI)

Hauled Wastewater (Monthly Billing)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
50% volume (per 1000 gal)	\$86.93		

5b. Hauled Leachate (Marathon County Landfill)

Hauled Leachate	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Permit Fee	\$27.36		
Each Load	\$25.91		

6. Treated Wastewater Discharged (Wauleco)

Hauled Wastewater	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Permit Fee	\$150.00		

per CCF	\$3.23	
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7. ^{1,2}Permitted customer fees. Permit fees;

Outfalls (Sample Point)	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
1st outfall Permit Fee	\$177.00	\$223.00	\$265.39
Add'l outfalls (Each)	17.70	22.30	26.54

¹Permit fees are billed annually; January each year. The charges listed above are monthly charges

²Monitored Cuustomers. Utility pays for lab testing fees and bills customers for reimbursement

7a. Monitored Customers (High strength wastewater). Volume charges;

¹ Volume	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Charge per CCF	\$2.03	\$2.55	\$3.04

Meter charge is based on Item 1 Fee schedule and billed quarterly

¹Volume charges above are billed quarterly

7b. Monitored Customers (Constituents Charge). Charge for each pound of constituent;

¹ Constituents	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22	Units
BOD	0.34	0.43	0.51	\$/lb
TSS =	0.49	0.62	0.74	\$/lb
Phosphorus =	4.63	5.83	6.94	\$/lb
Aluminum	0.53	0.67	0.85	\$/lb

¹Charges per pund of constituents are billed bi-monthly

¹ Based Water Meter discharge	Charge 10/01/20	Charge 07/01/21	Charge 10/01/22
Not less than	\$44.25	\$55.76	\$66.35

If the water meter is the basis for determining volume of waste discharge, the minimum monthly charge will be one-third of the minimum quarterly charge per the water meter size as shown in Item 1 of this section, but not less than above;

¹Charges above are monthly charges, customers are billed bi-monthly

8. Customers (Outside city limits) served with sanitary sewer service. Town of Stettin Sanitary District 1 not annexed to Wausau.

8a. Charges for customers with a single water meter monitoring all water usage. Quarterly fixed charge based on water meter size plus the volume rate.

Water Meter Size in inches	Min Qrtly Chrg 10/01/20	Min Qrtly Chrg 07/01/21	Min Qrtly Chrg 10/01/22
5/8 or 5/3	\$ 25.50	\$ 30.70	\$ 36.54
3/4	25.50	30.70	36.54
1	34.50	41.45	49.33
1 1/4	48.00	57.72	68.69
1 1/2	55.50	66.93	79.65
2	93.00	112.07	133.36
3	168.00	202.34	240.78
4	274.50	330.37	393.14
6	541.50	652.15	776.06
8	852.00	1,025.82	1,220.72

8b. Volume Rate. All volume as recorded by the water meter;

Volume	^{1,2} Volume Charge 10/01/20	^{1,2} Volume Charge 07/01/21	^{1,2} Volume Charge 10/01/22
per CCF	3.97	4.98	5.93

¹Volume is charged per 100cf (748gal)

²Charges to customers shall be based on actual volume as recorded by the water

8c. Non-metered Sewer Service (Residential Flat Fee Sewer Charge).

Sewer only service	Fixed Charge 10/01/20	Fixed Charge 07/01/21	Fixed Charge 10/01/22
Qtrly Sw Service	\$103.47	\$130.38	\$155.15

9. Charges for Hauled Waste Dumped at Wausau's Wastewater Treatment Facility:

9a. Dumping charges for hauled domestic wastewater

Description	Hauled Load Chrg 02/01/19	unit
Monthly Admin Fee	\$ 32.83	per month
Volume Charge	\$ 1.45	per ccf
BOD Concentration	\$ 0.25	per lb.

TSS Concentration		\$	0.46	per lb.
Phosphorus concentration		\$	4.38	per lb.
Aluminum Concentration		\$	0.40	per lb.

Holding Tank Wastewater

	Concentration		Amount		Rate		Cost
BOD =	600 mg/l		5.00 lbs		0.25 \$/lb		\$1.25 \$/1000 gal
TSS =	1800 mg/l		15.01 lbs		0.46 \$/lb		\$6.91 \$/1000 gal
Phosphorus =	20 mg/l		0.17 lbs		4.38 \$/lb		\$0.73 \$/1000 gal
Aluminum	0 mg/l		0.00 lbs		0.40 \$/lb		\$0.00 \$/1000 gal
Volume =	1000 gals		1.34 units		1.45 \$/unit		\$1.94 \$/1000 gal
					Total		\$10.83

Septic Tank Wastewater

	Concentration		Amount		Rate		Cost
BOD =	8000 mg/l		66.72 lbs		0.25 \$/lb		\$16.68 \$/1000 gal
TSS =	15000 mg/l		125.10 lbs		0.46 \$/lb		\$57.55 \$/1000 gal
Phosphorus =	250 mg/l		2.09 lbs		4.38 \$/lb		\$9.13 \$/1000 gal
Aluminum	0 mg/l		0.00 lbs		0.40 \$/lb		\$0.00 \$/1000 gal
Volume =	1000 gals		1.34 units		1.45 \$/unit		\$1.94 \$/1000 gal
					Total		\$85.30

Blended Rate

16% Septic and 84% Holding Tank, Applied to 95% of truck volume \$22.74 /1000 gal

Monthly Charge

\$32.83 /month

Septic haulers must report to Wausau Water Works the volume of septic waste and the volume of holding tank waste for each load delivered by the tenth

Charges for commercial, industrial, environmental cleanup, and other unique wastes that, in the opinion of the Director of Public Works and Utilities, are not adequately characterized by the stated Administrative, Volume, and Concentration charges can be established by contract or agreement approved by the commission.



Minutes of January 12, 2021

A meeting of the Wausau Water Works Commission was called to order at 10:30 a.m. in City Hall on January 12, 2021. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on January 8, 2021.

Members present: President Rosenberg, Commissioners Robinson, Herbst, Force, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Nathan Miller.

5) Discussion and Possible Action on Amendment of WMC Ch13 Related to Sewer Rates.

Lindman stated, at the last meeting, that all of our sewer rates are physically written in to the Wausau Municipal Code under chapter 13. Staff is proposing to pull all of those rates out of the code and put them in a fee schedule. Currently every time the commission approves the rates there has to be a full ordinance amendment. To eliminate this, all sewer rates would be on the fee schedule and we wouldn't have to continually update the municipal code whenever the sewer rates were addressed. This would be similar to how the water rates are done.

Robinson asked if this would require a resolution to adopt the schedule.

Miller advised as of right now, adding something to the fee schedule does require a resolution so Lindman has asked if we could make that an exception as well. Since the commission already has the authority granted by the council to set the rates, there will basically be another exception that when the sewer rate changes the fee schedule will just be updated without a resolution. We would have to add some of the ordinance changes to the amendment that's included in the agenda. If this is approved, it will move on to council for approval.

Robinson noticed a typo relative to the Water Works commission, where Water Works is one word vs. two. He also questions Operation, Maintenance and Replacement costs. Shouldn't that be Operations, Maintenance and Capital costs? Both in the existing and new language. Replacement is only good for replacement and really we're looking at trying to recover our capital costs. He's wondering if we should change the word "replacement" with the word "capital".

Lindman advised we can certainly do that to make it all encompassing, we will definitely want to be clear that revenues cover all expenses.

Force asked under this proposed change, are we losing any opportunity for public input, review or notice? Lindman advised no, we had also discussed the establishment of a policy manual and how we establish procedures. We'll be talking about how sewer rates are reviewed and established in the next agenda item. We can talk about those details as far as a public hearing or public outreach and how the commission wants to move forward. Right now, the city council has delegated the authority to the commission. By statute, the commission was also established to manage the utility and to be able to make these decisions. He's really just trying to establish in detail what the commission's authority is so it's done in accordance with the Wausau municipal code and state statute.

Gehin just wanted to clarify that we aren't changing any rates, this is just creating a policy and how we manage it. Lindman advised that is correct. This is just how we would handle changes to sewer rates in

the future.

Robinson asked if the fee schedule would be included but not part of the ordinance. Miller advised that the fee schedule would be available online or at the clerk's desk and that is referenced in this amendment.

Lindman added that he thinks the fee schedule is much simpler for the public to interpret rather than reading through the municipal code.

Herbst brought up the question as to how she would know which wastewater user rate would be hers. Lindman advised it would be the meter size that's in your home and it is also established on past bills. Herbst also questioned the need for an irrigation meter. What would be the advantage to having a second meter? Lindman responded that if someone does a lot of irrigation at seasonal times, they are only charged for the water and will not be charged the sewer for that volume of water passing through the irrigation meter.

Force indicated that he thinks the general public ignores the measurements, etc. because they don't understand them. He is concerned that we put out information that is not understood by the users. Boers believes the bills were enhanced using gallons rather than metric units but he will check on that.

Motion by Robinson to approve the amendment of WMC Ch13 Related to Sewer Rates subject to the changes of Water Works being 2 words and changing the word "replacement" to "capital". Seconded by Herbst.

Motion carried 5-0.

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

RESOLUTION OF THE WAUSAU WATERWORKS COMMISSION

Authorizing the addition of the sewer rates approved by the Wausau Waterworks Commission to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a).

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 13-0309

Date Introduced: January 26, 2021

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, the City of Wausau currently outlines the sewer charges in Section 13.64.020 of the Wausau Municipal Code, and

WHEREAS, Section 13.04.030 of the Wausau Municipal Code provides that the Wausau Waterworks Commission shall have the authority to fix sewer rates pursuant to the authority given it by the Common Council in accordance with Wis. Stat. § 66.0805(a), and

WHEREAS, your Wausau Waterworks Commission, at its January 12, 2021 meeting, recommended that the City approve removal of the current sewer rates once contained in Section 13.64.020 of the Wausau Municipal Code and be instead incorporated into the City of Wausau Fees and Licenses Schedule City, and

WHEREAS, pursuant to Section 3.40.010 of the Wausau Municipal Code, amendment to the fee schedule requires a resolution of the City Council.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the City of Wausau Sewer Rates are hereby incorporated into the City of Wausau Fees and Licenses Schedule pursuant to W.M.C. § 3.40.010.

BE IT FURTHER RESOLVED, that the Wausau Waterworks Commission, from time to time, continue to update the sewer rates whenever the rate review deems it appropriate to do so and to post the most current rates in the City of Wausau Fees and Licenses Schedule.

Approved:

Katie Rosenberg, Mayor

**JOINT RESOLUTION OF AIRPORT COMMITTEE AND
CAPITAL IMPROVEMENTS & STREET MAINTENANCE**

Approving gas, electrical and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC for the installation of a gas line, electrical, and telecommunications to the new Kocourek hanger at the Wausau Downtown Airport

Committee Action: Airport: Pending
 CISM: Pending

Fiscal Impact: None

File Number: 03-1006

Date Introduced: January 26, 2021

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, a new hanger, known as the Kocourek Hanger, is in the process of being built; and

WHEREAS, the owner of the new hanger, Kocourek, is requesting gas, electrical, and telecommunication utilities to be installed to the new hanger; and

WHEREAS, the City received a joint request from Wisconsin Public Service (“WPS”) and Charter Communications, LLC (“Charter”) for the installation of a gas line, electrical, and telecommunication cables to the new Kocourek Hanger located in the Airport as proposed in the attached exhibit; and

WHEREAS, the installation would require the execution of an easement granting WPS and Charter access to City property; and

WHEREAS, your Airport Committee, at a special meeting on January 21, 2021, and the CISM Committee, at its January 26, 2021, meeting recommend approving the joint easement with WPS and Charter so that gas, electrical, and telecommunication utilities could be installed to the new Kocourek hanger.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that it hereby approves the execution of the gas, electrical, and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC and the proper City officials are hereby authorized and directed to execute said easement.

Document Number

ELECTRIC, GAS, AND TELECOMMUNICATIONS UNDERGROUND EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, by the **City of Wausau, a municipal corporation**, located in Marathon County, Wisconsin on behalf of its Wausau Downtown Airport, GRANTOR, conveys a permanent limited easement as described below to **Wisconsin Public Service Corporation**, a Wisconsin corporation, and **Charter Communications, LLC**, a foreign limited liability company, GRANTEES, for the sum of One and No/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the GRANTOR does hereby give and grant unto the GRANTEES, its successors and assigns, the perpetual right, permission, authority, privilege and easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place, all equipment ("Facilities") necessary or useful, including buried conduit or cable for purposes of telecommunications, for the purpose of transmitting electrical energy and gas for light, heat and power or for such other purpose as electric energy and gas is now or may hereafter be used, and for communication and telecommunication upon, over, across, within and beneath the certain "Easement Area" as described below and shown on attached Exhibit "A," on land owned by said GRANTOR in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:

This space is reserved for recording data

Return to:

Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number/Tax Key Number

291-2807-122-0090

Legal Description:

Part of Lots 1 through 12 of Block 2 of the recorded plat of Lake Wausau Addition, being part of the Northwest Quarter of the Northwest Quarter (NW 1/4-NW 1/4) of Section 12, Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

This is not homestead property.

GRANTOR is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from the airport. In order to meet those standards, the GRANTEES agrees, and the rights granted in this easement are hereby limited on the Easement Area as follows:

GRANTEES shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of Airport property, except at such times as may be designated for such purposes by an authorized representative of GRANTOR. No such authorized representative of GRANTOR shall unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of aircraft. Notwithstanding any other provision in this paragraph, however, GRANTEES may upon notification to an authorized representative of GRANTOR, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within the Easement Area, in the event of a break, leak or other serious condition in the Facilities constructed in the Easement Area, or in the event of any other emergency situation arising with respect to such Facilities. GRANTEES shall have the right to go upon GRANTOR's property outside the Easement Area for the purpose of gaining access to the Easement Area in the event direct access to the Easement Area is not possible in accordance with the provisions of this paragraph.

GRANTEES shall not permit, and shall prevent, any use of the Easement Area that would interfere with or adversely affect the operation or maintenance of the Wausau Downtown Airport.

GRANTEES will not permit or suffer the use of the Easement Area in such a manner as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of the Airport.

GRANTEES shall have the right to trim or remove any trees or brush within the Easement Area which in its judgment may interfere with or endanger said Facilities.

So long as the underlying airport property is used for airport purposes, GRANTEES shall not place, nor permit the placement of, any poles, surface markers or surface structures of any kind upon the Airport property except for the above ground equipment associated with the underground electric lines. No building, tree, or other substantial or permanent structure shall be placed upon the Easement Area by the GRANTEES.

GRANTEES will not replace or relocate any existing Facilities within the Easement Area without the prior written approval of the GRANTOR, such approval not to be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.

GRANTEES shall, after constructing, installing, maintaining, operating, inspecting, removing, or repairing the intended utility services or Facilities within the Easement Area, restore the Easement Area to the same condition, once the outside weather conditions are appropriate, that existed prior to such work including replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. All work in the Easement Area will be performed in a proper workmanlike manner, and during the progress of the work, GRANTEES will properly safeguard users of the airport from such work.

GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft over the ground and in the air space above the surface of the real property herein described, together with the right to cause on said ground and in said air space such sound as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said air space and for use of said air space and ground for landing on, taking off from, or operating at the Wausau Downtown Airport.

GRANTEES hereby releases GRANTOR from all debts, claims, demands, damages, actions and causes of action whatsoever which may result from the easement granted hereunder by the GRANTOR, and further agrees to indemnify and hold GRANTOR harmless from all debts, claims demands, damages, actions and causes of actions which may arise as a result of GRANTEES' use and occupation of the Easement Area, except as otherwise arising as a result of the negligence or willful misconduct of GRANTOR.

The covenants and agreements herein contained shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the land. No failure or delay of either party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

CITY OF WAUSAU, a municipal corporation
in the State of Wisconsin

BY: _____
Katie Rosenberg, Mayor

ATTEST:

BY: _____
Leslie M. Kremer, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named, Katie Rosenberg, Mayor, and Leslie M. Kremer, City Clerk, for the City of Wausau, known to me to be the persons who executed the foregoing instrument on behalf of said GRANTOR and acknowledged the same.

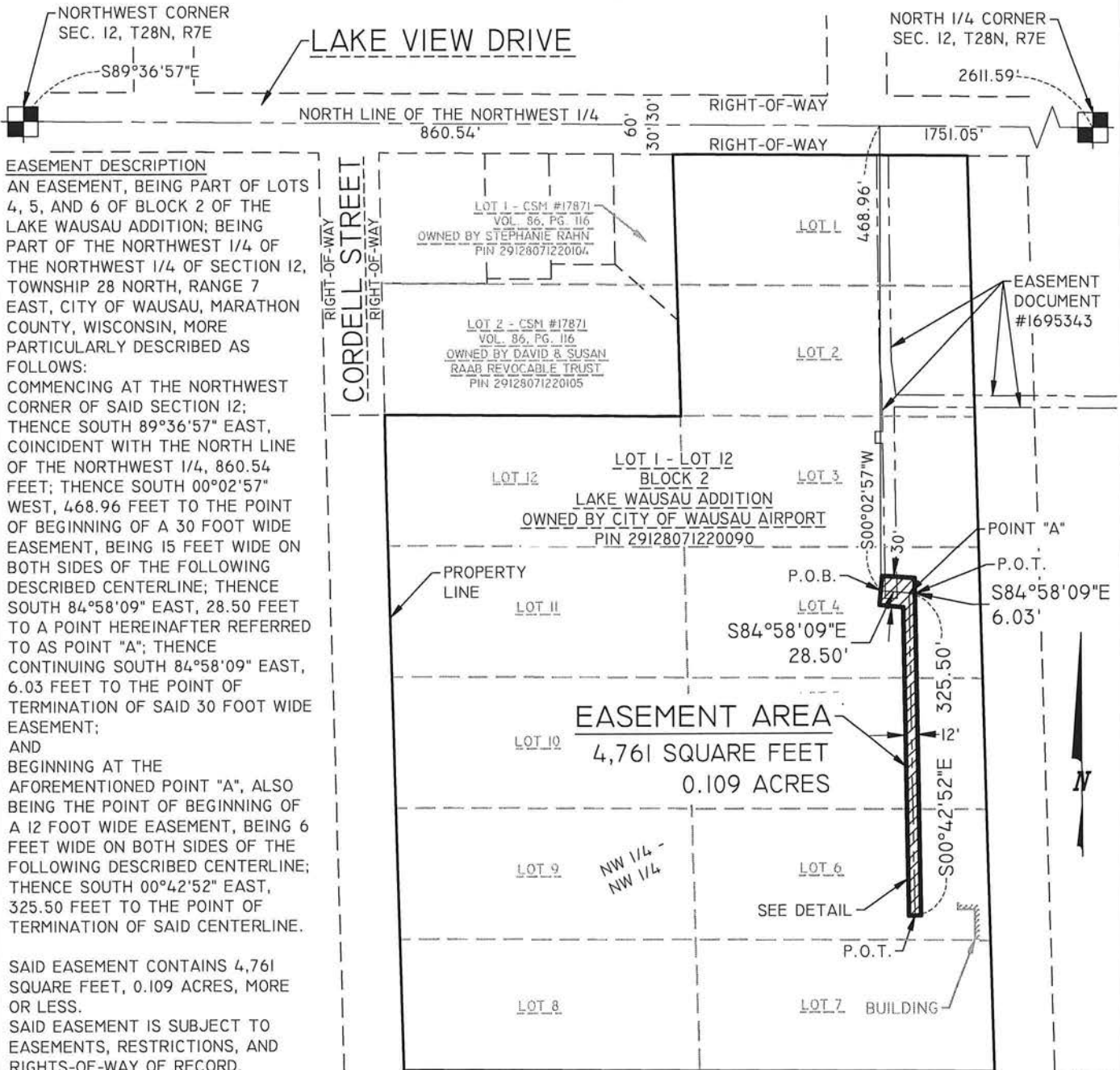
Notary Public, Wisconsin

My commission expires: _____

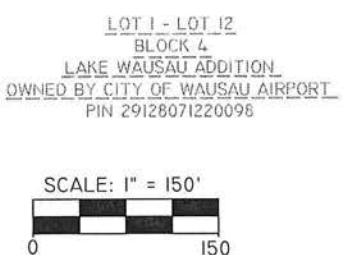
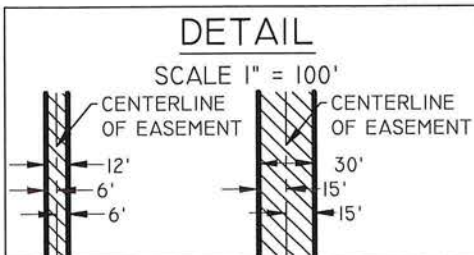
This instrument drafted by: Nathan K. Miller,
Assistant City Attorney for the City of Wausau,
407 Grant Street, Wausau WI 54403

EXHIBIT "A"

PIN 29128071220090



EASEMENT DESCRIPTION
 AN EASEMENT, BEING PART OF LOTS 4, 5, AND 6 OF BLOCK 2 OF THE LAKE WAUSAU ADDITION; BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 89°36'57" EAST, COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST 1/4, 860.54 FEET; THENCE SOUTH 00°02'57" WEST, 468.96 FEET TO THE POINT OF BEGINNING OF A 30 FOOT WIDE EASEMENT, BEING 15 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 84°58'09" EAST, 28.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 84°58'09" EAST, 6.03 FEET TO THE POINT OF TERMINATION OF SAID 30 FOOT WIDE EASEMENT;
 AND
 BEGINNING AT THE AFOREMENTIONED POINT "A", ALSO BEING THE POINT OF BEGINNING OF A 12 FOOT WIDE EASEMENT, BEING 6 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 00°42'52" EAST, 325.50 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.
 SAID EASEMENT CONTAINS 4,761 SQUARE FEET, 0.109 ACRES, MORE OR LESS.
 SAID EASEMENT IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.



NOTE:
 1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°36'57" EAST.
 2. SIDE LINES OF EASEMENT DO NOT EXTEND INTO BUILDING.

REI Engineering, INC.

 Wisconsin Public Service	 REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	SEC. 12, T28N, R7E CITY OF WAUSAU MARATHON COUNTY	WPS EASEMENT: EXHIBIT "A"			
			WPS WORK ORDER NO. 3184458	REI PROJECT NO. 9564	DRAWN BY: MJS	DATE: 12-23-2020

Approved:

Katie Rosenberg, Mayor