



OFFICIAL NOTICE AND AGENDA REVISED

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, February 14, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
23-1101	COUN	Minutes of previous meeting (1/24/23)	Place on file
06-0919	AIR & FIN	Resolution Approving Termination of Airport Ground Lease with Allan Woldt	Approved 4-0 Approved 5-0
02-1019	AIR & FIN	Resolution Approving Termination of Airport Ground Lease with Wynn Jones & Associates	Approved 4-0 Approved 5-0
23-0204	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing the portion of an alley that abuts 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue.	Approved 5-0
23-0205	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau	Approved 5-0
23-0206	CISM	Resolution Approving easement agreement with Kolbe & Kolbe Properties, Inc. at 1111 McCleary Street for a future parkway or multi-use trail adjacent to the Wisconsin River.	Approved 5-0
23-0207	CISM	Resolution Approving the street name change for the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue	Approved 5-0
23-0208	FIN	Resolution Approving donation of fire safety trailer to Ringle Fire Department	Approved 5-0
98-0618	PH&S	Resolution Adopting the Marathon County All Hazards Mitigation Plan 2022 Update	Approved 5-0
05-0604	PH&S	Resolution Adopting the National Incident Management System	Approved 5-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
14-0407	PH&S	Ordinance Amending Section 1.01.025 Issuance of citations; Repealing Section 2.20.045 Enforcement of certain property violations	Approved 5-0
23-0209	PH&S	Ordinance Amending Section 8.08.001 Definitions, Section 8.08.120 Number of dogs and cats limited, Section 8.08.270 Penalty; Creating Section 8.08.171 Permitting of commercial kennels, Section 8.08.172 Commercial kennel permit fees, Section 8.08.173 Permit application process, Section 8.08.174 General permit provisions, Section 8.08.175 Permit nonrenewal, suspension or revocation, Section 8.08.176 Abatement of nuisance at commercial kennel, Section 8.08.177 General facility standards, Section 8.08.178 Indoor facility standards, Section 8.08.179 Outdoor facility standards, Section 8.08.180 Enclosures, Section 8.08.181 Feeding and food receptacles	Approved 5-0
22-1109	PH&S, FIN	Joint Resolution Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) relating to commercial kennel permit fees.	Approved 5-0 Approved 5-0
17-0512	WWW	Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
23-0203		Mayor's Appointments	
21-0706	EXEC	Resolution Approving and adopting the City of Wausau Five-Year Strategic Plan (2022-2027)	Approved 6-0
23-0210	PLAN	Ordinance Rezoning 1600 Golf Club Road from SR-2, Single Family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District.	Approved 6-0
23-0211	PLAN	Ordinance Rezoning 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and Urban Mixed Use Zoning District (Lot 1).	Approved 6-0
Suspend Rule 6(B) Filing (2/3 vote required)			
14-1009	FIN	Resolution Approving Wireless Telecommunication Equipment and Service Agreement with New Cell, Inc. d/b/a Cellcom	Pending
Addendum Item			
23-0212	HR	Resolution Approving Underfilling the Deputy Assessor Position with a Property Appraiser Position	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 2/13/23 @ 4:45 PM Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, January 24, 2023, in Council Chambers, beginning at 6:30 p.m.,
Council President Becky McElhaney presiding as Acting Mayor.

Roll Call

1/24/2023

Roll Call indicated 10 members present.

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

Proclamations:

Lunar New Year Day – January 22, 2023; Wisconsin Salt Awareness Week – January 23 – 27, 2023; Black History Month – February 2023; National Children’s Dental Health Month – February 2023; and Transit Equity Day – February 3, 2023;

Presentation: Granite House Update – Mike Frankel

Mike Frankel, former manager of Community Clubhouse in conjunction with the Northcentral Health Care Center that was closed in October 2022. He presented an update on the plans for Granite House to replace it, which is a psychosocial rehab program; a Clubhouse program that serves adults 18 and older with persistent mental illness and AODA issues.

The PowerPoint Presentation can be viewed: https://www.youtube.com/watch?v=NrFfS_KNTHA

Public Comment: Pre-registered citizens for matters appearing on the agenda

- 1) Bruce Grau, 1115 N 10th St, spoke regarding homelessness and poverty in the community.
- 2) Amanda Leddecki, Outreach Director of the Community Outreach Task Force, commented on their experience of last couple weeks regarding unhoused citizens and shelters. She questioned if it was possible to open the new CPC building lobby to their clients in extreme cold. She indicated several clients would like to speak to the Council, possibly at the COW meeting.
- 3) Sandy Kelch, Executive Director of the Community Outreach Task Force, spoke regarding the upcoming bitter cold temperatures and suggestions of where the unhoused can go for shelter.

Consent Agenda

1/24/2023

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

23-0101 Minutes of the previous meeting (1/10/23)

23-0114 Resolution of the Capital Improvements & Street Maintenance Committee Approving

23-0115 Resolution of the Capital Improvements & Street Maintenance Committee Approving

01-0217 Resolution of the Plan Commission Petitioning the Secretary of Transportation for Airport Improvement Aid and Designation of the Secretary of Transportation to Act as the City’s Agent for Administering the Aid and for Execution of Agency Agreement and Federal Block Grant Owner Assurances. Adopted 10-0.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

23-0103

1/24/2023

Motion by Watson, second by Herbst to confirm the Mayor’s Appointments to the BID Board and the Solar Array Task Force.

BID Board - Gizo Ujarmeli and Devon Marx (Reappointments)

Solar Array Task Force - Chad Henke, John Robinson, Jay Coldwell, Paul Svetlik, Susan Woods (Initial Appointments)

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

21-1109

1/24/2023

Motion by Watson, second by Diny to adopt the Resolution of the Finance Committee Modifying the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects -- Firefighter Positions.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

21-1204

1/24/2023

Motion by Herbst, second by Watson to adopt the Resolution of the Plan Commission Amending the General Development Plan at 415 South 1st Avenue to allow for a 56-unit multi-family apartment building, in a PUD, Planned Unit Development Zoning District.

Lou Larson questioned if the funding issues have been resolved. Trent Claybaugh stated a revamped project proposal was put in for a competitive tax credit allocation through the Wisconsin Housing and Economic Development Authority, and the gap financing for a \$1.75 million grant applied for in conjunction with the city has been secured.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

21-1204

1/24/2023

Motion by Lukens, second by Watson to adopt the Resolution of the Plan Commission Amending the General Development Plan at 415 South 1st Avenue to allow for a community service facility on the ground floor, in a PUD, Planned Unit Development Zoning District.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

Public Comment or Suggestions

None

Adjournment

1/24/2023

Motion by Watson, second by Henke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:11 pm.

Becky McElhaney, Acting Mayor
Kaitlyn Bernarde, City Clerk

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving Termination of Airport Ground Lease with Allan Woldt

Committee Action: Airport Approved 4-0

Finance Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 06-0919

Date Introduced: February 14, 2023

RESOLUTION

WHEREAS, on September 26, 2006, the Common Council approved an airport ground lease with Allan Woldt (“Lessee”) which was executed on October 30, 2006; and

WHEREAS, the Lessee constructed an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Lessee sold and transferred his interest in the Hangar and Premises to Bill Knutson on January 1, 2011; and

WHEREAS, Bill Knutson executed a ground lease on April 18, 2011; and

WHEREAS, Bill Knutson terminated and transferred his interest in the Hangar and Premises to Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger on March 13, 2018; and

WHEREAS, Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger terminated and transferred their interest in the Hangar and Premises to Merchant Property Investment LLC on June 10, 2020; and

WHEREAS, the Allan Woldt Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Allan Woldt has no interest in the Hangar and/or Premises.

WHEREAS, your Airport Committee, at their December 21, 2022 meeting, approved the termination of the Allan Woldt ground lease with the Lessee; and

WHEREAS, your Finance Committee, at their January 10, 2023 meeting, approved the termination of the Allan Woldt ground lease with the Lessee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the termination of the Allan Woldt ground lease with Allan Woldt.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, December 21, 2022 @ 5:30 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Doug Diny, Dennis Seitz

Members Excused: Carol Lukens, Pat Peckham, Fred Prehn

Others Present: John Chmiel, Karl Kemper, Nathan Miller

Discussion and Possible Action Regarding the Termination of Airport Ground Lease with Alan Woldt.

Nathan Miller stated this item and the next are housekeeping items in that some leases were never formally terminated although the individuals are gone.

Motion by Diny, second by Seitz to terminate the lease. Motion carried 4-0.

Discussion and Possible Action Regarding the Termination of Airport Ground Lease with Wynn Jones and Associates.

Motion by Larson, second by Diny to terminate the lease. Motion carried 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 10, 2023 @ 5:00 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Dustin Kraege, Gerry Klein, Matt Barnes, Ben Bliven, Rick Rubow, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action on the termination of Airport Ground Lease with Allan Woldt

Rasmussen explained this and the next item came to the Airport Committee as housekeeping items. The leases have terminated, and the hangars have been sold, so this is the formality of terminating the leases.

Motion by Diny, second by Martens to terminate the ground lease with Alan Woldt. Motion carried 5-0.

Discussion and possible action on the termination of Airport Ground Lease with Wynnn Jones & Associates

Motion by Diny, second by Watson to terminate the ground lease. Motion carried 5-0.

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2023, by and between Allan Woldt, P.O. Box 1751, Wausau, Wisconsin 54402 (“Tenant”), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation (“City”), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated October 30, 2006 (the “Lease”).

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease, a copy of which is attached hereto as Exhibit A, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, as described in an Exhibit to such Airport Ground Lease (“Premises”); and

WHEREAS, the Tenant constructed an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Tenant sold and transferred his interest in the Hangar and Premises to Bill Knutson on January 1, 2011; and

WHEREAS, Bill Knutson executed a ground lease on April 18, 2011; and

WHEREAS, Bill Knutson terminated and transferred his interest in the Hangar and Premises to Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger on March 13, 2018; and

WHEREAS, Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger terminated and transferred their interest in the Hangar and Premises to Merchant Property Investment LLC on June 10, 2020; and

WHEREAS, the Allan Woldt Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Allan Woldt has no interest in the Hangar and/or Premises.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that as of the date written above, Merchant Property Investment LLC is the current tenant of the Hangar and Premises. The City of Wausau Common Council approved the transfer to Merchant Property Investment LLC for the Premises for a twenty year term at \$296.97 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year. The Allan Woldt Lease shall automatically terminate and be of no further effect. Merchant Property

Investment LLC executed the Ground Lease on June 10, 2020. A copy of which is attached hereto as Exhibit B.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively “Released Parties”) from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused authorized representative to execute and deliver, this Agreement as of the date first set forth above.

Allan Woldt

CITY OF WAUSAU

Katie Rosenberg, Mayor

Kaitlyn Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named Allan Woldt to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above-named Katie Rosenberg, Mayor, and Kaitlyn Bernarde, City 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: _____

This instrument was drafted by Nathan Miller,
Assistant City Attorney for the City of Wausau

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving Termination of Airport Ground Lease with Wynn Jones & Associates

Committee Action: Airport Approved 4-0

Finance Approved 5-0

Fiscal Impact: Annual lease and tax revenues

File Number: 02-1019

Date Introduced: February 14, 2023

RESOLUTION

WHEREAS, on October 22, 2002, the Common Council approved an airport ground lease with Wynn Jones & Associates (“Lessee”) which was executed on October 28, 2002; and

WHEREAS, the Lessee began construction on an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Tenant sold and transferred his interest in the Hangar and Premises to Rick Coe, Mike Witzeling, and William Holm in 2003; and

WHEREAS, Rick Coe, Mike Wizing, and William Holm executed a ground lease on Aust 22, 2003; and

WHEREAS, Rick Coe, Mike Wizing, and William Holm terminated and transferred their interest in the Hangar and Premises to Glenn B. Burt III on February 25, 2015; and

WHEREAS, the Wynn Jones & Associates Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Wynn Jones & Associates has no interest in the Hangar and/or Premises.

WHEREAS, your Airport Committee, at their December 21, 2022 meeting, approved the termination of the Wynn Jones & Associates ground lease with the Lessee; and

WHEREAS, your Finance Committee, at their January 10, 2023 meeting, approved the termination of the Wynn Jones & Associates ground lease with the Lessee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the termination of the Wynn Jones & Associates ground lease with Wynn Jones & Associates.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, December 21, 2022 @ 5:30 pm, Wausau Downtown Airport

Members Present: Lisa Rasmussen (C), Lou Larson, Doug Diny, Dennis Seitz

Members Excused: Carol Lukens, Pat Peckham, Fred Prehn

Others Present: John Chmiel, Karl Kemper, Nathan Miller

Discussion and Possible Action Regarding the Termination of Airport Ground Lease with Alan Woldt.

Nathan Miller stated this item and the next are housekeeping items in that some leases were never formally terminated although the individuals are gone.

Motion by Diny, second by Seitz to terminate the lease. Motion carried 4-0.

Discussion and Possible Action Regarding the Termination of Airport Ground Lease with Wynn Jones and Associates.

Motion by Larson, second by Diny to terminate the lease. Motion carried 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, January 10, 2023 @ 5:00 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Dustin Kraege, Gerry Klein, Matt Barnes, Ben Bliven, Rick Rubow, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action on the termination of Airport Ground Lease with Allan Woldt

Rasmussen explained this and the next item came to the Airport Committee as housekeeping items. The leases have terminated, and the hangars have been sold, so this is the formality of terminating the leases.

Motion by Diny, second by Martens to terminate the ground lease with Alan Woldt. Motion carried 5-0.

Discussion and possible action on the termination of Airport Ground Lease with Wynnn Jones & Associates

Motion by Diny, second by Watson to terminate the ground lease. Motion carried 5-0.

TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2023, by and between Wynn Jones & Associates, 754 Alderson Street, Schofield, Wisconsin 54476 (“Tenant”), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation (“City”), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated October 28, 2002 (the “Lease”).

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease, a copy of which is attached hereto as Exhibit A, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, as described in an Exhibit to such Airport Ground Lease (“Premises”); and

WHEREAS, the Tenant began construction on an airplane hangar (“Hangar”) upon the Premises pursuant to such Lease; and

WHEREAS, the Tenant sold and transferred his interest in the Hangar and Premises to Rick Coe, Mike Witzeling, and William Holm in 2003; and

WHEREAS, Rick Coe, Mike Witzeling, and William Holm executed a ground lease on August 22, 2003; and

WHEREAS, Rick Coe, Mike Witzeling, and William Holm terminated and transferred their interest in the Hangar and Premises to Glenn B. Burt III on February 25, 2015; and

WHEREAS, the Wynn Jones & Associates Lease was never terminated and this Hangar and Premises, as shown above, has changed ownership several times since then; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below so that there is no question that Wynn Jones & Associates has no interest in the Hangar and/or Premises.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that as of the date written above, Glenn B. Burt III is the current tenant of the Hangar and Premises. The City of Wausau Common Council approved the transfer to Glenn B. Burt III for the Premises for a twenty year term at \$453.53 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year. The Wynn Jones & Associates Lease shall automatically terminate and be of no further effect. Glenn B. Burt III executed the Ground Lease on December 16, 2014 and an Amendment on May 5, 2015. Copies of which are attached hereto as Exhibit B and C, respectively.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively "Released Parties") from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page has been left blank intentionally.

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

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

Setting a public hearing regarding vacating and discontinuing the portion of an alley that abuts 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0204

Date Introduced: February 14, 2023

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, upon the filing of a petition signed by all of the abutting owners it appears advisable that the following described portion of alley in the City of Wausau be vacated and discontinued:

Part of Block 10, Columbian Addition to Wausau, being part of the Southwest ¼ of the Southeast ¼, Section 23, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All that portion of the public alley in said Block 10 lying Southerly of a line between the Northeast corner of Lot 11, said Block 10, and the Northwest corner of Lot 4, said Block 10.

WHEREAS, the above legally described right-of-way is further depicted on Exhibit 1 attached hereto; and,

WHEREAS, the Capital Improvements and Street Maintenance Committee at its January 12, 2023, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City

of Wausau, Marathon County, Wisconsin, on the 13th day of April, 2023, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

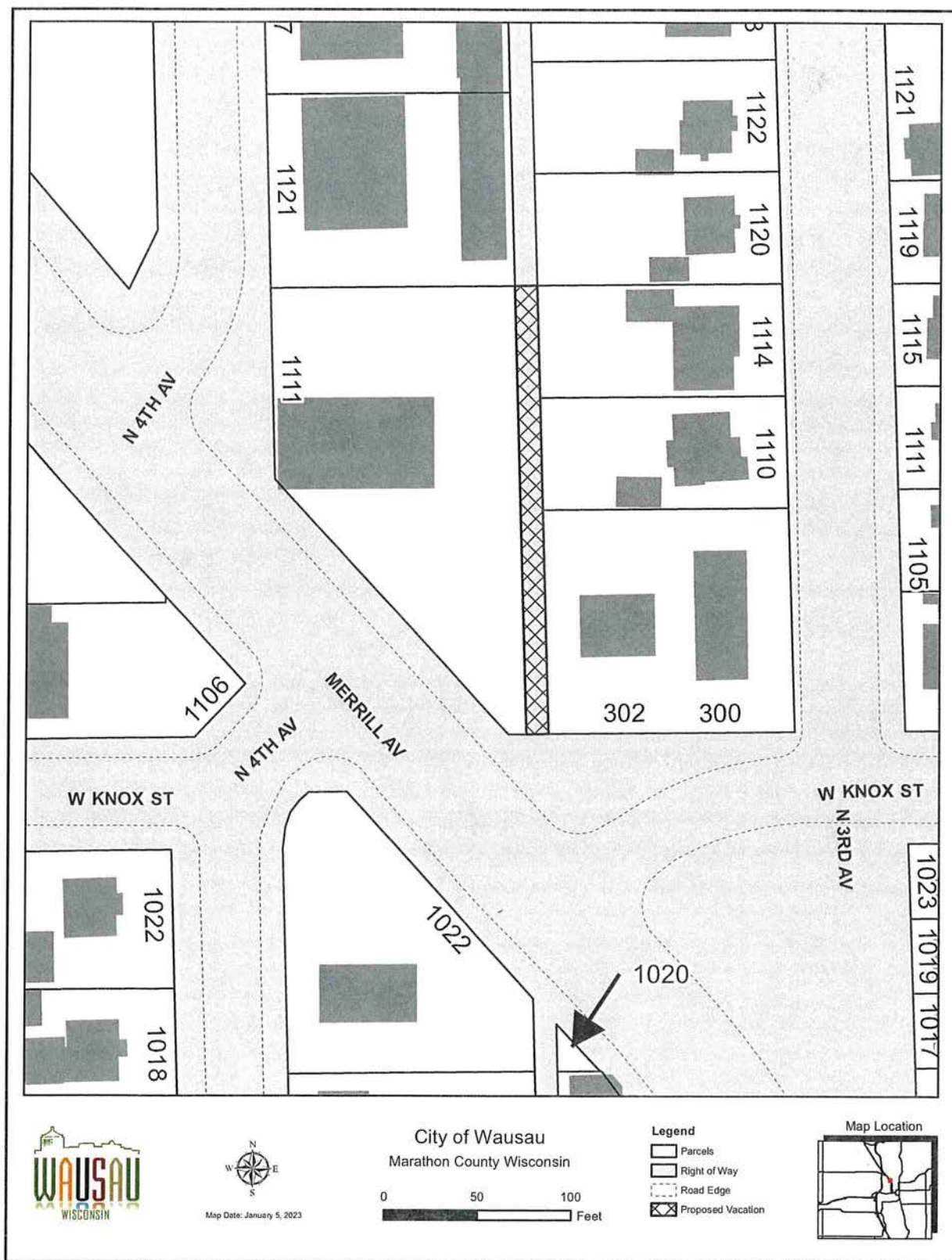


EXHIBIT 1

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Jill Kurtzhals, Tom Kilian, Lori Wunsch, Norman Barrientos – Barrientos Design & Consulting

CONSENT AGENDA

- A. Approve minutes of the December 8, 2022 meeting**
- B. Action on preliminary resolution to set a public hearing to vacate right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau**
- C. Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue**
- D. Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street**

Henke moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Agenda Item No.

3C

STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM

Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue

BACKGROUND

A petition was received, signed by all abutting owners, to vacate the alley adjacent to the above listed properties. A map is attached. Engineering has reviewed the layout of the unimproved alley and has no issues with the process moving forward.

FISCAL IMPACT

None

STAFF RECOMMENDATION

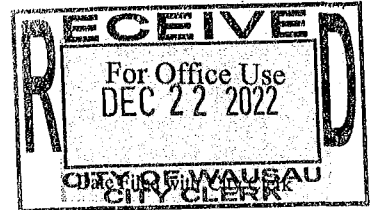
Recommend approving moving ahead to set up the public hearing.

Staff contact: Allen Wesolowski 715-261-6762

PETITION

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

A Petition For:



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

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

public alleyway to the East of 1111 N 4th Avenue to be vacated
and placed with Parcel #29129072340011. Please refer to attached
map, alleyway to be vacated is highlighted in blue.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1.	Adi Shabani	1111 N 4th Ave	12-22-22
2.	Adi Shabani	1114 N 3rd Ave	12-22-22
3.	Adi Shabani	1110 N 3rd Ave	12-22-22
4.	Adi Shabani	300 W Knox St	12-22-22
5.			
6.			
7.			
8.			
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14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Cory Holzhauser being duly sworn disposes and says that he is a resident of the affected area, residing at 223160 Bluebonnet Rd. in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 22 day of December, 2023

Kathleen J. Bernarde
Signature of City Clerk or designee

(Signature of Circulator)

223160 Bluebonnet Rd.
(Address of Circulator)
Wausau, WI 54401



Legend

- Road Names
 Parcels
 Parcel Lot Lines
 Land Hooks
 Section Lines/Numbers
 Right Of Ways
 Named Places
 Municipalities
 2020 Orthos Countywide
 Red: Band_1
 Green: Band_2
 Blue: Band_3

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

33.33	0	33.33 Feet
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NAD 1983 HARN WISCRS Marathon County Feet

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

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

Setting a public hearing regarding vacating and discontinuing right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0205

Date Introduced: February 14, 2023

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

Part of the 30 foot public right-of-way deeded to the City of Wausau for street purposes described in Document No. 675908 and recorded in the Office of Register of Deeds for Marathon County in Volume 198 of Micro-Records on Page 675, being part of City of Wausau Assessor's Plat No. 3, and part of the Fractional Southwest ¼, Section 7, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of said parcel described in Document No. 675908 lying Easterly of and adjacent to Lot 10, Block 2, Kordus Addition, lying South of the South line of Lot 1, said Block 2, extended Easterly, and lying North of the South line of said Block 2, extended Easterly.

and also;

That portion of said parcel described in Document No. 675908 lying Easterly of and adjacent to Lot 1, Block 1, said Kordus Addition, lying South of the North line of said Block 1, extended Easterly, and lying North of the South line of said Block 1, extended Easterly.

and also;

That portion of said parcel described in Document No. 675908 described as follows:

Commencing at the intersection of the North right-of-way of Evergreen Road and the East line of said Fractional Southwest $\frac{1}{4}$, the point of beginning;

Thence West, along said North right-of-way, 30 feet to the West line of said parcel described in Document No. 675908; thence North, along said West line, 120 feet to said South line of Block 1, Kordus Addition; thence Easterly, along said South line, extended Easterly, 30 feet to said East line of the Fractional Southwest $\frac{1}{4}$; thence South, along said East line, 120 feet to said North right-of-way of Evergreen Road, the point of beginning.

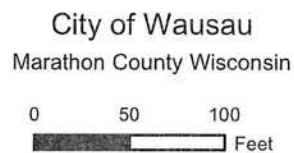
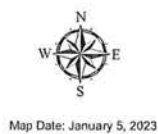
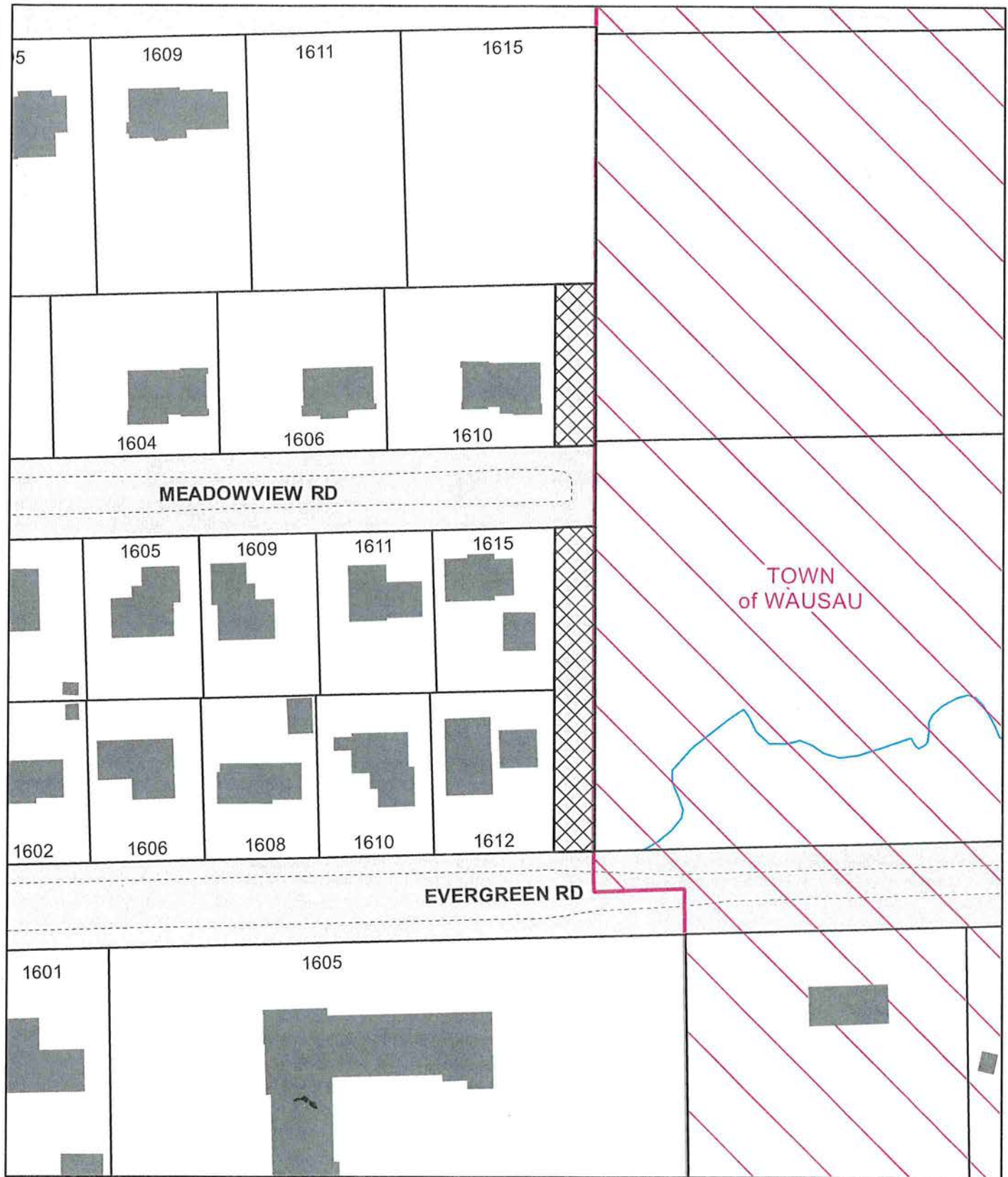
WHEREAS, the above legally described right-of-way is further depicted on Exhibit 1 attached hereto; and,

WHEREAS, the Capital Improvements and Street Maintenance Committee at its January 12, 2023, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 13th day of April, 2023, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor



- Legend**
- Parcels
 - Right of Way
 - Road Edge
 - Proposed Vacation



EXHIBIT 1

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Jill Kurtzhals, Tom Kilian, Lori Wunsch, Norman Barrientos – Barrientos Design & Consulting

CONSENT AGENDA

- A. Approve minutes of the December 8, 2022 meeting**
- B. Action on preliminary resolution to set a public hearing to vacate right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau**
- C. Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue**
- D. Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street**

Henke moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Agenda Item No.

3B

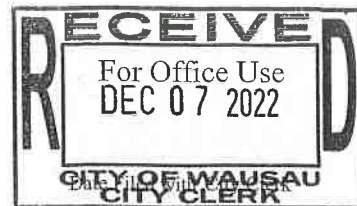
STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM
Action on Preliminary Resolution to set a public hearing to vacate right of way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau
BACKGROUND
A petition was received, signed by all abutting owners, to vacate the right of way for the above properties. A map is attached. Engineering has reviewed the layout of the adjacent streets and the potential for future use of this right of way and has no issues with the process moving forward.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Recommend approving moving ahead to set up the public hearing.
Staff contact: Allen Wesolowski 715-261-6762

COPY

PETITION

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



A Petition For:

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

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

The right of way east of 1610 Meadowview Road, 1615
Meadowview Road and 1612 Evergreen Road.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <u>Helen M. Vance</u>	<u>Helen M. Vance</u>	<u>WAUSAU, WI 54403</u> <u>1615 Meadowview Rd</u>	<u>11-30-22</u>
2. <u>Terry P. Coffey</u>	<u>TERRY P. COFFEY</u>	<u>1612 EVERGREEN RD</u>	<u>11-30-22</u>
3. <u>William Buchberger</u>	<u>WILLIAM BUCHBERGER</u>	<u>1610 MEADOWVIEW RD</u>	<u>11-30-22</u>
4. <u>Quang Dao</u>	<u>Quang Dao</u>	<u>901 Green Hill Dr</u>	<u>12/6-22</u>
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AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU Helen M. Vance being duly sworn disposes and says that he is a resident of the affected area, residing at 1615 Meadowview Rd, Wausau, WI 54403 in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 7 day of December, 2022

Kathleen J. Bernarde
Signature of City Clerk or designee

Helen M. Vance
(Signature of Circulator)

1615 Meadowview Rd
(Address of Circulator)
Wausau, WI
54403

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving easement agreement with Kolbe & Kolbe Properties, Inc. at 1111 McCleary Street for a future parkway or multi-use trail adjacent to the Wisconsin River.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0206

Date Introduced: February 14, 2023

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, Kolbe & Kolbe Properties, Inc. (“Grantor”) is the owner of certain property commonly known as 1111 McCleary Street, Wausau, WI (“Property”); and

WHEREAS, the City of Wausau (“City”) wishes to construct and maintain in perpetuity a future parkway or multi-use trail adjacent to the Wisconsin River across a portion of the Property owned by Grantor; and

WHEREAS, the City has an existing easement with Grantor for the construction and maintenance of such a parkway but the existing easement is not adequate to construct the trail; and

WHEREAS, Grantor is willing to provide the City with an additional perpetual easement over a portion of its Property to permit the accomplishment of the City’s future plans to construct and maintain a parkway or multi-use trail adjacent to the Wisconsin River; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at its January 12, 2023, meeting approved the City entering into an easement agreement with the Grantor for the purposes set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves execution of an easement agreement in substantially the same form as that attached as Exhibit 1 and that the proper city officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between KOLBE & KOLBE PROPERTIES, INC., Grantor, and CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein referred to as "City," Grantee;

WITNESSETH:

WHEREAS, CITY wishes to construct and maintain in perpetuity a parkway adjacent to the Wisconsin River across land owned by Grantor, which parkway will be a portion of a parkway across a number of properties along the River; and

WHEREAS, Grantor will allow this parkway as a permanent easement across Grantor's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grantor hereby grants to City a permanent easement across that portion of the hereinafter described property which is owned by Grantor, which easement shall be for the purpose of establishing and maintaining in perpetuity a pedestrian access, for the benefit of the public, which access shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, cross-country skis, motorized wheelchairs and similar conveyances, motorized vehicles operated for administrative and maintenance purposes, and other methods of conveyance approved and allowed by City; in addition, City shall be allowed, in perpetuity, the right to install, maintain, repair and remove surface and other improvements, holiday, seasonal or thematic decorations, banners and similar items and also plantings and flowers in accordance with the terms of this easement agreement. Typical parkway improvements will consist of gravel, asphalt, concrete, ground vegetation, shrubs and trees, light fixtures, railings and other improvements consistent with a pedestrian parkway and river access.
2. Property which includes the easement area is described and delineated on "Exhibit A" attached hereto and incorporated herein by reference.
3. City shall be allowed to construct, maintain, repair and/or replace all or any portion of the parkway and related improvements, at any time, in accordance with the terms of this agreement. City shall have the right to enter upon the easement area across Grantor's property to effect the allowances provided for in this paragraph. Such City actions shall not materially interfere with Grantor's lawful use of Grantor's property and shall be at City's sole expense.
4. City shall be responsible to maintain the improvements in the easement area, and if City fails to adequately maintain the area and its improvements, Grantor may provide City with a written notice setting forth the needed repairs, improvements or maintenance. If it is determined that work is, in fact, needed in the easement area, and if City does not commence such work within thirty days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond City's control, then Grantor may perform such work and City shall reimburse Grantor for all costs incurred in performing such work.
5. City agrees to release, indemnify and hold harmless Grantor, Grantor's employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by

Recording Area

Name and Return Address
Office of the City Attorney
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-363-0883

reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to City's and/or anyone else's operations, actions or omissions on that portion of the easement area owned by Grantor; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

6. City agrees that the easement area will be covered under the City's general liability insurance policy in the same manner that City-owned parkland is currently covered.
7. Grantor agrees to release, indemnify and hold harmless City, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to Grantor's and/or anyone else's operations, actions or omissions on the demised premises or on any adjacent premises owned by Grantor and/or as a result of and/or due to the presence of Grantor or anyone else on the demised premises or on any adjacent premises owned by Grantor and/or due to the existence of this agreement arising out of or due to groundwater, surface water, soil, air or other contamination, hazardous materials or anything of an environmental nature; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
8. This agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity, and shall be binding on and shall enure to the benefit of the parties hereto and to their respective successors and assigns. All rights of third-party mortgagees, lienholders or any other holders of encumbrances shall be subordinate to this easement.

[Signature page follows]

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

CITY OF WAUSAU BY:

KOLBE & KOLBE PROPERTIES, INC. BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2023 the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2023, the above named _____, of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

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

Exhibit A

Part of Government Lot 4, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 35, said Township 29 North, Range 7 East; thence N $89^{\circ}45'54''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 35, 2633.04 feet to the Southwest corner of said Section 36; thence N $43^{\circ}30'00''$ E, 1213.2 feet to the intersection of the North right-of-way of Adrian Street and the Westerly line of the easement described in Document No. 1250437 recorded in Office of Register of Deeds for Marathon County; thence N $2^{\circ}00'00''$ E, along said Westerly line, 130.00 feet; thence N $38^{\circ}00'00''$ W, along the Southwesterly line of said easement described in Document No. 1250437, 210.00 feet; thence N $54^{\circ}00'00''$ W, along said Southwesterly line, 130.00 feet; thence N $70^{\circ}00'00''$ W, along said Southwesterly line, 70.00 feet; thence N $47^{\circ}00'00''$ W, along said Southwesterly line, 115.00 feet; thence N $70^{\circ}00'00''$ W, along said Southwesterly line, 100.00 feet; thence N $51^{\circ}00'00''$ W, along said Southwesterly line, 130.00 feet; thence S $82^{\circ}00'00''$ W, along said Southwesterly line, 75.00 feet to the point of beginning;

Thence S $10^{\circ}00'00''$ W, 16.00 feet; thence S $84^{\circ}00'00''$ W, approximately 23 feet to the centerline line of a railroad spur track lying Westerly of and adjacent to the Westerly line of Certified Survey Map No. 89 recorded in Office of Register of Deeds for Marathon County in Volume 1 of Certified Survey Maps on Page 89; thence Northwesterly, along said centerline, approximately 8 feet to the Southerly right-of-way of E. Thomas Street; thence Northeasterly, along said Southerly right-of-way, approximately 23 feet to said Southwesterly line of the easement described in Document No. 1250437; thence N $82^{\circ}00'00''$ E, along said Southwesterly line, approximately 10 feet to the point of beginning.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Jill Kurtzhals, Tom Kilian, Lori Wunsch, Norman Barrientos – Barrientos Design & Consulting

CONSENT AGENDA

- A. Approve minutes of the December 8, 2022 meeting**
- B. Action on preliminary resolution to set a public hearing to vacate right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau**
- C. Action on preliminary resolution to set a public hearing to vacate a portion of the alley abutting 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue**
- D. Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street**

Henke moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Agenda Item No.

3D

STAFF REPORT TO CISM COMMITTEE – January 12, 2023

AGENDA ITEM

Action on easement with Kolbe & Kolbe Properties, Inc., at 1111 McCleary Street

BACKGROUND

The City has an existing easement with Kolbe & Kolbe on this property to construct a multi-use trail in the future. Planning and Engineering have been working on preliminary design for this segment of trail. During this preliminary design, it has been determined the existing easement as McCleary Street is not adequate to construct the trail. This proposed easement would add additional easement at this parcel to construct the future trail. Staff has met with Kolbe & Kolbe representatives on this issue to develop this easement.

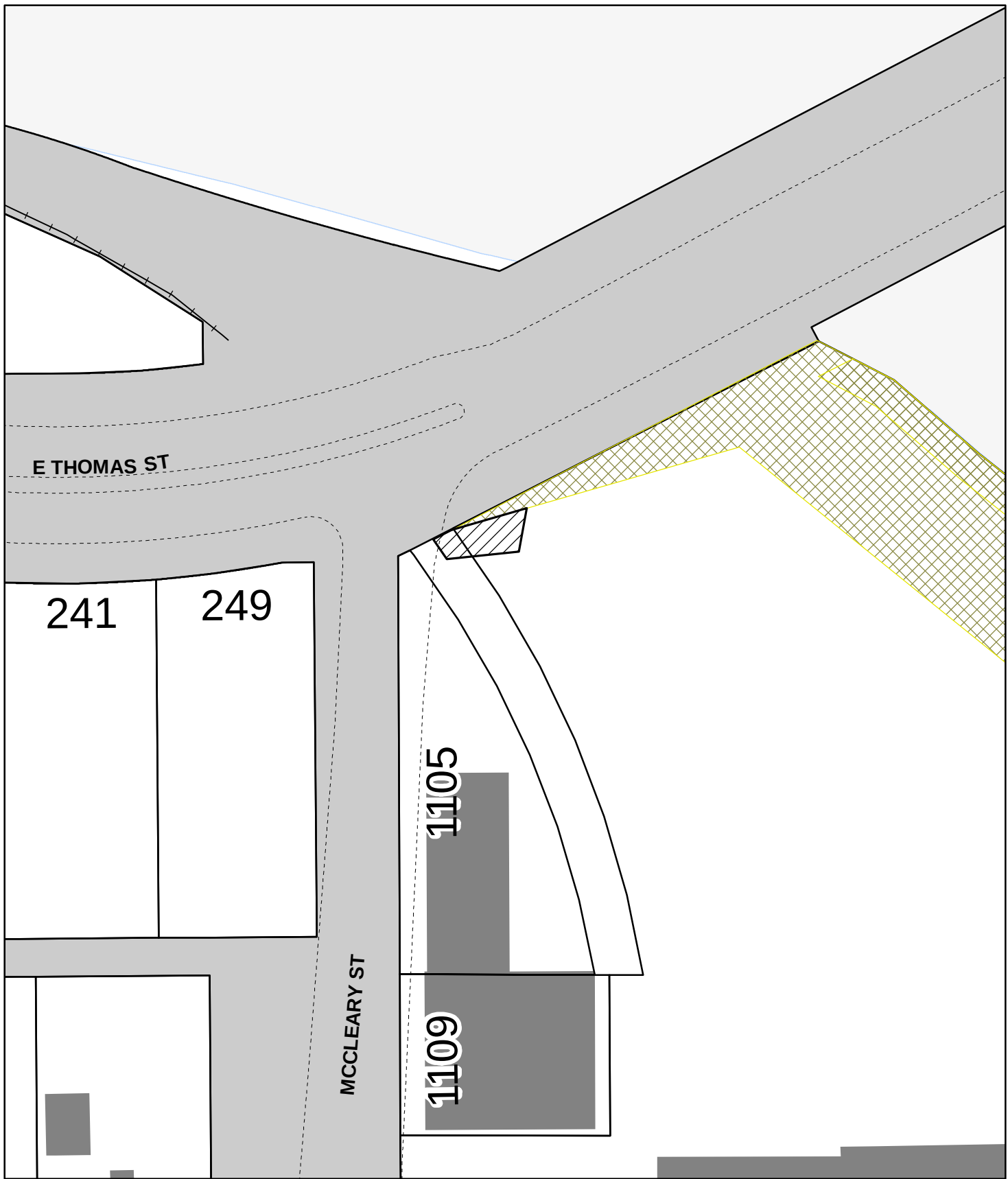
FISCAL IMPACT

None

STAFF RECOMMENDATION

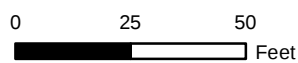
Recommend approving the additional easement as proposed.

Staff contact: Allen Wesolowski 715-261-6762



Map Date: January 5, 2023

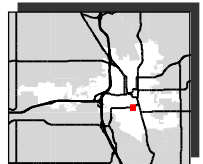
City of Wausau
Marathon County Wisconsin



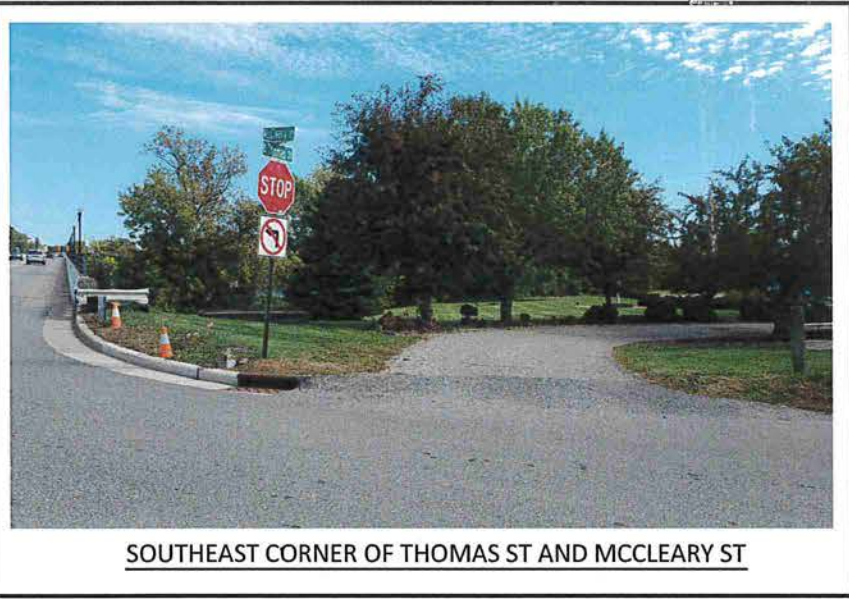
Legend

- Parcels
- Right of Way
- Road Edge
- Easements
- Proposed Easement

Map Location



DWG FILE NAME: O:\Engineering\DWG\PROJ\1091\DWG\1091 RiverwalkTrail ThomasSt TOPO.dwg, 10/10/2022 9:08:52 AM, City of Wausau - Engineering Department, Plotted by: J.D. VanBoxel



SOUTHEAST CORNER OF THOMAS ST AND MCCLEARY ST



CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI 54403-4783 (715) 261-6740 FAX (715) 261-6759	
SURVEYED BY: J.D. VANBOXEL FIELD BOOK NO.: PG. PROJ. ENGINEER: DRAWN BY: J.D. VANBOXEL APPROVED BY: POINT FILE:	
REVISIONS	DATE
J.D. VANBOXEL	08/24/2022
ISSUED FOR: ☒ PRELIMINARY ☐ REVIEW/APPROVAL ☐ BIDDING/CONST. ☐ REC. REF. DWG. ☐ OFFICE USE	
RIVERWALK TRAIL THOMAS ST TO ADRIAN ST TOPOGRAPHIC SURVEY	
SHEET NO. 1 OF 1 SHEETS FILE NUMBER 22-08-24	

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving the street name change for the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0207

Date Introduced: February 14, 2023

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 east west segment of South 18th Avenue is inconsistent with current named avenues and creates confusion for motorists; and

WHEREAS, the area is in the midst of redevelopment and a request was received to rename this segment of roadway; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on January 12, 2023 to discuss the renaming of this section of roadway and recommends renaming to Crossroads Way; now therefore,

BE IT RESOLVED the Common Council of the City of Wausau does hereby authorize the east/west segment of South 18th Avenue as shown on the attached map be renamed Crossroads Way 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: January 12, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Jill Kurtzhals, Tom Kilian, Lori Wunsch, Norman Barrientos – Barrientos Design & Consulting

Discussion and possible action on the renaming of the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue

Wesolowski explained this is an odd situation where 18th Avenue intersects to 18th Avenue. The area is in the midst of redevelopment, and it would be good to clean it up. The Lindell family has owned most of the surrounding property for some time. This is where Crossroads Cinema was located and Crossroads County Market. The Lindell family suggested naming this portion of roadway to Crossroads Way. Staff did check with the County, and there is not a road within the County named Crossroads.

Rasmussen likes this idea as it gives a nod to the first developments. A lot of things were marketed out there as Crossroads because of the intersection of Hwy 51 and 29. This would clear up the 18th Avenue conundrum.

Rasmussen moved to approve. Gisselman seconded.

Gisselman asked if the area west of 18th Avenue is a public street. Wesolowski explained the right-of-way ends there and west of 18th Avenue is private.

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

AGENDA ITEM

Discussion and possible action on the renaming of the east/west segment of South 18th Avenue between South 17th Avenue and South 18th Avenue

BACKGROUND

This segment of South 18th Avenue is proposed to be renamed due to inconsistency with current named avenues and confusion from motorists. Staff has received a request from the Lindell family, the owner of the adjacent parcels, to rename the street Crossroads Way.

FISCAL IMPACT

Minimal, new signs.

STAFF RECOMMENDATION

Staff recommends approving the new name.

Staff contact: Allen Wesolowski 715-261-6762

ArcGIS Web Map

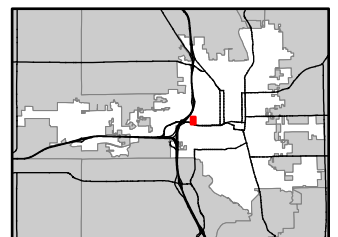
City of Wausau / DPW

Date Printed: 1/5/2023

0 0.01 0.02
mi

 Municipal Boundaries

Segment of 18th
Ave to be
renamed.



NOTES:

1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.

2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.

3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

Ayres Associates Inc.
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 448-1200

www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving donation of fire safety trailer to Ringle Fire Department

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0208

Date Introduced: February 14, 2023

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, the Fire Department currently has a fire safety trailer that is no longer used to teach fire prevention in the schools; and

WHEREAS, the Ringle Fire Department is interested in the fire safety trailer; and

WHEREAS, the Fire Department does not have a need for the trailer and would like to donate it; and

WHEREAS, your Finance Committee, at their January 24, 2023 meeting, discussed and recommended donating the fire safety trailer to the Ringle Fire Department.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve donating the fire safety trailer to the Ringle Fire Department.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 24, 2023 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Dustin Kraege, Solomon King, Jeremy Kopp, Jared Thompson, Ben Bliven, and Kaitlyn Bernarde

Discussion and possible action regarding donation of fire safety trailer

Rasmussen stated the school's educational programs have changed so it is no longer needed, however, Ringle Fire is still doing those programs and could make use of it.

Motion by Lukens, second by Martens to approve the donation. Motion carried 5-0



Memorandum

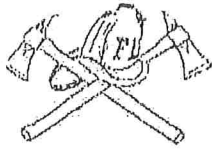
Date: 12/8/2022

To: The Board of Public Works

From: Deputy Fire Chief Jeremy Kopp

Subject: Fire safety House

This memo is for the status of the fire safety house the fire department used to use for fire prevention in the schools. We no longer have a need for the fire safety house in the City of Wausau. We have revamped how we do fire prevention since covid and will no longer be using the fire safety house. There are some other departments in the area that do still use it and I would suggest gifting this trailer to the Ringle F.D. who uses it every year.



RINGLE FIRE DEPARTMENT, INC.
RINGLE, WISCONSIN 54471

12/12/2022

To Whom It May Concern:

It has come to our attention that you are considering donating the Fire Prevention Smokehouse to the Town of Ringle Fire Department.

We would be very appreciative and grateful for the donation. We have used this smokehouse for our own fire prevention programs, taught at the Riverside grade school, in our jurisdiction, for many years now. The smokehouse helps to teach lifesaving fire escape skills to over 600 kids annually, in the event they are needed.

If donated, we agree to take the smokehouse as is, store it and maintain it, to be used for many more years to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Kielman', written over a horizontal line.

Chris Kielman
Chief Ringle Fire Department
715-370-2640
ckautoglass@frontier.com

Solomon King
Fleet Manager



TEL: (715) 261-6961
FAX: (715) 261-0337

DATE: 12/9/2022

TO: Board of Public Works

FROM: Solomon King Fleet Manager

RE: Disposal of fire safety house

Fleet was recently asked if we had any concerns with the fire safety house being used by a neighboring fire department. The concerns we had were the condition and safe transport of the unit to their location. During the use of the fire safety house by Ringle Fire Department, the idea of donating it to the neighboring department was brought to me.

Some background on the trailer - The trailer is from 1984 and has a "tiny house" atop which essentially is an open room with a side closet. There is a generator connection on the outside to power line-voltage light fixtures. The trailer originally had 3 axles. However, after several axle failures and replacements, the front axle was removed, and the trailer was de-rated to a lower weight capacity. The trailer has been unused by Wausau and parked in the back lot of DPW for years.

Fleet supports and recommends the donation of the fire safety house to the Ringle Fire Department for the following reasons.

1. The trailer is aged past the useful life of a full-time fire department.
2. The trailer would require a large expense to bring to current standards for use. Including the purchase of tires, hitch components, trailer light wiring, etc.
3. Fleet has not received rental rate for this unit. Any expenses to this unit must be taken from the maintenance and repair of active units.
4. Ringle Fire Department has expressed they would accept the unit in its current condition.
5. Wausau Fire Department confirmed they do not have a need for the trailer and support it being donated to the Ringle Fire Department.
6. The trailer has almost no monetary value as the weight capacity has been de-rated.

I ask the Board of Public Works to consider donating the fire safety house (Unit 4677) to the Ringle Fire Department following the recommendations from Fleet and Wausau Fire Department.

A handwritten signature in black ink, appearing to read "Solomon King", written over a horizontal line.

Solomon King Fleet Manager

BOARD OF PUBLIC WORKS

Date of Meeting: January 10, 2023, at 11:00 a.m. in the Council Chambers

Members Present: Eric Lindman, Anne Jacobson

Also Present: Allen Wesolowski, Dustin Kraege, Solomon King, Lori Wunsch

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

Approve minutes of the December 20, 2022 meeting

Jacobson moved to approve the minutes of the previous meeting. Lindman seconded and the motion passed.

Wastewater Treatment Facility Improvement Project: Miron Construction, Pay Estimate #30

This pay estimate has been reviewed by Lindman and the consultant. Lindman moved to approve Pay Estimate #30 in the amount of \$24,714.06. Jacobson seconded and the motion passed.

Discussion and possible action on amendment to EMCS, Inc. agreement for Phase III final design of Stewart Avenue from South 72nd Avenue to South 48th Avenue

Wesolowski explained this would get us to final design for the STP Urban DOT project of Stewart Avenue from 48th Avenue to 72nd Avenue. There has been some discussion on the arrangement of the contract versus an amendment. Lindman indicated we could revise the contract to reflect that this is an amendment. Jacobson added that it was properly amended and the wording on the agenda is appropriate.

Wesolowski noted there is \$150,000 budgeted. The cost to get to final design went up because the wetland delineation expired during the design phase. The wetlands will have to be delineated, which is roughly an additional \$10,000. These costs have been included in this amendment.

Lindman moved to approve the additional work up to final design contingent on the revision of the contract to reflect that it is an amendment to the original contract. Jacobson seconded and the motion passed.

Discussion and possible action on donation of fire safety trailer

A history of this was provided in the packet. Jacobson has no objection to the work that has been done or the donation of it, but she does not know if it is a decision of the Board of Public Works to make. She believes the Council needs to make the decision of donating City property. She is concerned because so much more is coming to the Board of Public Works. By ordinance, the Council gave the Board the authority to administer claims; otherwise, the Board only has authority over streets and sidewalks. She would feel better if the authority to manage the fleet was delineated by the Council or a policy updated and/or clarified. Discussion followed.

This item will be brought forward to the Finance Committee.

Lindman moved to adjourn the meeting. Seconded by Jacobson and the motion passed. Meeting adjourned at approximately 11:15 am.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Adopting the Marathon County All Hazards Mitigation Plan 2022 Update

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 98-0618

Date Introduced: February 14, 2023

RESOLUTION

WHEREAS, the City of Wausau recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save tax payer dollars; and

WHEREAS, an adopted all hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, all hazard mitigation plans are required to be updated every 5-years; and

WHEREAS, the City of Wausau adopted the last 5-year All Hazards Mitigation Plan Update on January 9; 2018 and

WHEREAS, the City of Wausau participated jointly in the planning process with Marathon County and the other local units of government within the County to prepare an update to the All Hazards Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City Wausau, hereby adopts the Marathon County All Hazards Mitigation Plan Update as an official plan.

BE IT FURTHER RESOLVED that the Marathon County Emergency Management Department will submit, on behalf of the City of Wausau, the adopted All Hazards Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 16, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

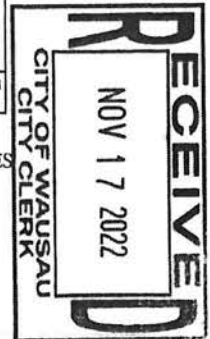
Discussion and possible action regarding adoption of the Marathon County all Hazards Mitigation plan 2022 update.

Rasmussen noted this item and the next are approved by this committee every so often on a cyclical basis.

Motion by Larson, second by Henke to approve the 2022 plan update. Motion carried 5-0.

NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

210 McClellan Street, Suite 210, Wausau, Wisconsin 54403
Telephone: (715) 849-5510 Fax: (715) 849-5110
Web Page: www.ncwrpc.org Email: staff@ncwrpc.org



SERVING ADAMS, FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, VILAS AND WOOD COUNTIES

MEMORANDUM

TO: Chief Elected Officials & Clerks for Cities and Villages within Marathon County, Wisconsin

CC: Philip Rentmeester, Marathon County Emergency Management

FROM: Darryl L. Landeau, AICP *DLZ*

DATE: November 11, 2022

RE: Adoption of New Marathon County All Hazards Mitigation Plan

Please find the newly updated Marathon County All Hazards Mitigation Plan online at www.ncwrpc.org/marathon/hazard/index.html. You may recall participation in this planning process earlier this year, see pages 1-5 to 1-8. I incorporated many of the ideas from that outreach. I appreciate the help of those representatives of your community that assisted in this process.

All hazard plans are done at the county level but incorporate all local units within the county in the spirit of intergovernmental cooperation and to avoid duplication of the same work by each municipality. Incorporated local governments must have an approved local all hazards mitigation plan to remain eligible for certain FEMA disaster funds that would be available after a disaster declaration. Additionally, FEMA may require a local unit to develop and adopt an all hazard plan following a disaster in that community. Adoption of this county all hazard plan satisfies the planning requirement, so that the municipality does not have to go through the time and expense of creating a plan from scratch.

Please consider the attached sample resolution (also available at: www.ncwrpc.org/marathon/hazard/index.html) or one similar to it, at an upcoming meeting. Forward a signed copy of the approved resolution to my office, and I will file it with FEMA to satisfy the requirement for your community. If you have any questions or comments regarding the Plan, please forward them to my attention. Also note: should the community ever need an amendment to the Plan in the future, please contact me.

I will follow-up with you over the next month or two to check the status and see if you need any assistance with the approval. If you have questions regarding this correspondence or the Plan, please feel free to contact me at 715/849-5510 ext. 308 (email: dlandeau@ncwrpc.org) or Philip Rentmeester, Marathon County's Emergency Management Director, at 715/261-1229 (Phil.rentmeester@co.marathon.wi.us). Thank you.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, **December 18, 2017**, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Kellbach, Peckham, McElhaney, Wagner

Others Present: Alfonso, Hardel, Kujawa, Rayala, Goede, Mielke, Luis Melendez, Mariah Schuster

Discussion and possible action on resolution adopting the Marathon County All Hazards Mitigation Plan Update

Rasmussen indicated Phil Rentmeester has been working on this regional plan and came before the committee before to discuss any concerns the city may have. He needs a resolution supporting the plan to be adopted by the Council. The plan is quite large so a link was provided: <http://www.ncwrpc.org/marathon/hazard/index.html>

Alfonso indicated there will be two other plans coming through in the future. First we entered into an agreement with the county to allow Rentmeester to act and move this along on our behalf. He then prepared and circulated the All Hazards Mitigation Plan Update, which is before them tonight. The next thing coming forward is the Emergency Operations Plan that starts to incorporate the different duties.

Fire Chief Kujawa indicated they reviewed the plan and requested a couple of changes. Mielke stated there were staff meetings for discussion of the plan and the passing of a resolution is really a formality.

Motion by Wagner, second by Kellbach to approve the resolution adopting the Marathon County All Hazards Mitigation Plan Update. Motion carried 5-0.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Adopting the Marathon County All Hazards Mitigation Plan Update

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 98-0618

Date Introduced: January 9, 2018

RESOLUTION

WHEREAS, the City of Wausau recognizes the threat that natural hazards pose to people and property; and

WHEREAS, under taking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save tax payer dollars; and

WHEREAS, an adopted all hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, all hazard mitigation plans are required to be updated every 5-years; and

WHEREAS, the City of Wausau adopted the last 5-year All Hazards Mitigation Plan Update on September 13, 2011; and

WHEREAS, the City of Wausau participated jointly in the planning process with Marathon County and the other local units of government within the County to prepare an update to the All Hazards Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City Wausau, hereby adopts the Marathon County All Hazards Mitigation Plan Update as an official plan.

BE IT FURTHER RESOLVED that the Marathon County Emergency Management Department will submit, on behalf of the City of Wausau, the adopted All Hazards Mitigation Plan Update to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval.

Approved:



Robert B. Mielke, Mayor

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Adopting the National Incident Management System

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 05-0604

Date Introduced: February 14, 2023

RESOLUTION

WHEREAS; Responses to emergencies and disasters, whether natural, technological, or human-caused, requires a functional management system to control, direct, and manage the roles, responsibilities, and operations of all agencies involved in a multi-jurisdictional or multi-agency emergency response, and

WHEREAS; the National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations and private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents and is recognized as the management model uniting all incident personnel, from on-scene responders to individuals in Emergency Operations Centers and senior officials, and

WHEREAS; NIMS implementation reflects the concepts and principles identified by the Federal Government that provides stakeholders across the whole community with shared vocabulary, systems and process and targets consistency in response to incidents and events across the country for all political subdivisions, and

WHEREAS; political subdivisions must indicate that NIMS is the system of choice for the jurisdiction and achieve, or be actively working to achieve, NIMS implementation for compliance with Federal Emergency Management Agency preparedness (non-disaster) grant awards.

NOW, THEREFORE; pursuant to Common Council of the City of Wausau, that pursuant to Wisconsin Statute 323, the National Incident Management System is adopted in the City of Wausau, Marathon County, Wisconsin, as the standard for incident management.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 16, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

Discussion and possible action regarding adoption of the Marathon County all Hazards Mitigation plan 2022 update.

Rasmussen noted this item and the next are approved by this committee every so often on a cyclical basis.

Motion by Larson, second by Henke to approve the 2022 plan update. Motion carried 5-0.

Discussion and possible action regarding adoption of the National Incident Management System (NIMS)

Motion by McElhaney, second by Diny to approve. Motion carried 5-0.



FEMA

NIMS Implementation Objectives

for Local, State, Tribal, and Territorial Jurisdictions

2018 Update

The National Incident Management System (NIMS) provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS helps prepare the nation for catastrophic disasters by uniting all incident personnel, from on-scene responders to individuals in Emergency Operations Centers (EOC) and senior officials, enabling them to meet challenges beyond the capacity of any single jurisdiction or organization.

This nationwide unity of effort hinges on a shared understanding of what NIMS implementation entails. The NIMS Implementation Objectives provide the baseline for that understanding.

The NIMS Implementation Objectives reflect the concepts and principles contained in NIMS and aim to promote consistency in NIMS implementation across the Nation. The NIMS Implementation Objectives clarify the NIMS implementation requirements in FEMA preparedness grant Notices of Funding Opportunity. As recipients and subrecipients of Federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives.

In addition to the Implementation Objectives, the following chart outlines a vision for each NIMS component and example indicators for each objective. The visions outline the intended end state of the activities under that component. The indicators are examples of characteristics that are frequently associated with jurisdictions and organizations that have achieved the objective. They are not requirements criteria, nor are the indicators intended as a checklist for achieving the objectives. The indicators are a tool to assist jurisdictions and organizations in meeting the new Implementation Objectives.

NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions

NIMS Implementation Objectives		Example Indicators
General <i>Vision: Policies and processes are in place to support NIMS implementation</i>	1. Adopt the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents.	A current and valid legal authority indicating that NIMS is the system of choice for the jurisdiction or organization.
	2. Designate and maintain a point of contact (POC) to serve as the principal coordinator for the implementation of NIMS.	Stakeholder notification including contact information for a current NIMS point of contact responsible for the overall coordination and development of NIMS-related activities and documents for the jurisdiction.
	3. Ensure that incident personnel receive pertinent NIMS training in alignment with the NIMS Training Program.	Official training guidance that specifies: • Which training courses incident personnel must take; • How long they have to complete the training after they join the jurisdiction or organization; and • Frequency of refresher training.
Resource Management <i>Vision: Consistent, interoperable identification, management, and sharing of incident resources</i>	4. Identify and inventory deployable incident resources consistent with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool. (NIMS pages 6-7, http://www.fema.gov/resource-management-mutual-aid).	Up-to-date resource inventory (such as the Incident Resource Inventory System) that uses NIMS resource-typing definitions for all shareable or deployable resources.
	5. Adopt NIMS terminology for the qualification, certification, and credentialing of incident personnel. (NIMS page 8) <i>Developing or participating in a qualification, certification, and credentialing program that aligns with the National Qualification System (NQS) is recommended, but not required.</i>	Official guidance document specifying how incident personnel are qualified, certified, and credentialed consistent with NIMS terminology.
	6. Use the NIMS Resource Management Process during incidents (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock). (NIMS page 12)	Current standard operating procedures align with the NIMS Resource Management Process. Exercise or real-world incident documentation indicating the appropriate use of NIMS Resource Management process and NIMS resource typing definitions.
	7. At the jurisdictional level, develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations).	Mutual aid agreements are up-to-date and in effect, covering neighboring jurisdictions, the private sector, and nongovernmental organizations.

NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions

	NIMS Implementation Objectives	Example Indicators
Command and Coordination <i>Vision: Integrated decision making and unity of effort among all incident personnel</i>	8. Apply ICS as the standard approach to the on-scene command, control, and coordination of incidents.	Exercise or real-world incident documentation or after-action reports indicating consistent use of NIMS principles, procedures, and structures including the Incident Command System (ICS), Multiagency Coordination (MAC) Groups, and Joint Information Systems (JIS). Standard operating procedures and emergency operations plans that reflect NIMS guidance such as the NIMS Management Characteristics, ICS, MAC Groups, and JIS.
	9. Implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders.	
	10. Use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation.	
	11. Organize and manage EOCs and EOC teams consistent with pertinent NIMS guidance.	Emergency Operations Plans (EOP), Standard Operating Procedures (SOP), organizational charts, or training program materials reflecting NIMS EOC guidance.
Communications and Information Management <i>Vision: Information gets to who it needs to, when it needs to, and in a means they can understand.</i>	12. Apply plain language and clear text communications standards.	SOPs, standard operating guidelines, and training program materials direct the use of plain language and clear text for incident communications.
	13. Enable interoperable and secure communications within and across jurisdictions and organizations.	Exercise and/or real-world incident documentation and/or after action reports indicate that: • Communications and information systems are reliable and scalable and can function in any type of incident; • Communications systems are resilient and redundant; • Incident data, networks, and systems are appropriately protected and secure; • Appropriate communication guidance is incorporated into EOPs or supporting plans or annexes; and • Incident communications personnel have experience establishing and supporting interoperable communications.
	14. Develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness.	Exercise or real-world incident documentation indicate that incident personnel are collecting, analyzing, and disseminating situational awareness effectively and consistently with NIMS guidance. Data collection plans and SOPs align with NIMS guidance on information management and NIMS command and coordination structures.

PUBLIC HEALTH & SAFETY COMMITTEE

Time and Place: Monday, August 20, 2007 @ 5:15 pm, City Hall, Birch Room

Members Present: Hadley (c), Abitz, Miller, Gale

Members Absent: Forrest

Others Present: Buchberger, DeSantis, Erickson, Hardel, Jacobson, Goede, Kevin Eichelberger - Red Eye Brewing Co.

In accordance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Hadley

(1) Approve the minutes of the prior meeting(s). (7/16/07)

Motion by Abitz, second by Miller to approve the minutes of the 7/16/07 meeting. Motion carried 4-0.

(2) Urban Deer Problem Update (Erickson)

Dave Erickson stated he looked into the Urban Wildlife Damage Abatement and Control Grant. He stated applications are due December 1st and notification typically comes by mid January. The grant pays 50% of eligible activities, not to exceed \$5000. He noted you have to get the paperwork signed afterwards and before you can do activities under the grant. He indicated the grant could be used for a shoot next winter. He explained the application needs a resolution by the City Council and a wildlife control plan. There are three questions: 1) what the current population and problem is; 2) the desired population, through some public input on what you are trying to accomplish; and 3) the techniques to use. He stated our techniques would be our feed ordinance, public education, and whether we do a shoot. He noted the DNR person he spoke to indicated the grant has a preference for safety related problems. He suggested documenting any deer/traffic hazard problems to be more competitive. Erickson stated if they wished to apply for the grant he could bring a resolution back to the committee for consideration.

Erickson questioned Hardel as to deer related accidents in the city limits. Hardel didn't think there were a lot of accidents in the city but the police department receives complaints about deer all the time. He indicated he could run a report that would provide the number of accidents. Hadley commented the complaints she has received have been about destruction of landscaping by the deer. Committee consensus was for Erickson to bring back a resolution to pursue the grant.

(3) Status Report - Recreational Burning Permits (Buchberger)

Buchberger stated as of the prior week there were 512 permits issued, totaling \$7600. He questioned where the funds were going to go. Hadley stated she spoke with the Finance Director who indicated the funds were designated for the Fire Department budget. Buchberger stated there have only been a few minor complaints or problems, mainly as a result of questions regarding the size of the yards. Gale indicated he had received a couple calls complaining about smoke, and in those cases they live uphill from the fires. Jacobson questioned if the Fire Department was doing the sole enforcement. Buchberger stated if the police are called they respond if they have time just as we do. Hardel indicated the Officers only check for the permit, but do not do any inspecting or measuring.

(4) Consider Resolution Designating the National Incident Management System (NIMS) as the Basis for Incident Management in the City of Wausau. (Buchberger)

Buchberger explained the Department of Homeland Security has developed the National Incident Management System (NIMS) which they want standardized throughout the country for handling responses to terrorist incidents or domestic terror, and can also be used for large or small disasters. He indicated it is tied to federal grant funding and there are training requirements that are necessary. He noted another requirement is that each city pass a resolution stating this will be the system we will use for these emergencies. Gale pointed out every community must certify that they have a certain number of elected officials who are trained/certified in order to receive grant money, such as the grant recently applied for the police radios. Buchberger explained it is an expanding emergency management system, however, the resolution is strictly for the City of Wausau. He stated there is a city plan and we are responsible up until we ask for county or state help.

Motion by Gale, second by Miller to approve the resolution designating NIMS. Motion carried 4-0.

(5) Tavern Activities / Compliance Checks / Law Enforcement Activities.

Hardel presented the Tavern Report June 26, 2007 thru August 11, 2007:

ROUTINE TAVERN INSPECTIONS (No violations unless noted)

The Bar, 1025 S 3rd Ave.; Bob & Randy's Bar, 1515 N 6th St.; Cop Shoppe Pub, 701 Washington St; DenMar, 601 W Thomas St.; Glass Hat, 1203 N 3rd St.; Hiawatha Restaurant & Lounge, 713 Grant St.; Kathy's Korner, 1244 S 9th Ave.; Paradox, 932 N 3rd Ave; Roc's Place, 810 S 3rd Ave; Sidetracked Bar, 818 S 3rd Ave; Tremor's Sports Bar, 516 W Thomas St. Eagles Club, 1703 S 3rd Ave.: Check was made on 07-22-07 at 12:40 a.m. (Sunday morning). Officers found Barry

RESOLUTION OF THE PUBLIC HEALTH AND SAFETY COMMITTEE

Designating the National Incident Management System (NIMS) as the Basis for Incident Management in the City of Wausau, Marathon County, Wisconsin

Committee Action: Approved

Fiscal Impact: Cost to the City is unknown at this time but will depend on the cost of implementing and utilizing the NIMS system. Cost should be minimal.

File Number: 05-0604

Date Introduced: September 11, 2007

RESOLUTION

WHEREAS, the President, in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic indicants, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all federal, state, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all federal, state, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management, it is critical that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the State's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management process; and

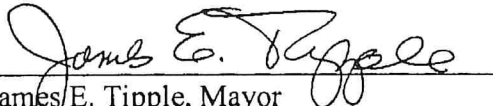
WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state, including current emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System; and

WHEREAS, the State of Wisconsin, by Executive Order No. 81 signed by the Governor, has adopted NIMS.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that pursuant to Wis. Stat. 166.03(4) the National Incident Management System (NIMS) is adopted in the City of Wausau, Marathon County, Wisconsin, as the standard for incident management.

Approved:


James E. Tipple, Mayor

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0108

Date Introduced: February 14, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its January 16, 2023 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 16, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

Consider approval or denial of various license applications

Lisa Rasmussen indicated there was a denial recommendation for Elizabeth Gallion for a Public Transport Driver License. It was noted Elizabeth Gallion was not present.

Rasmussen stated the Liquor License Review Subcommittee met just before this meeting to review an application for a Class B Beer & Liquor License and the Plan of Operation of Szaltz, LLC for the premise at 525 Fulton Street. Taqueria Tres Hermanos is currently operating in that premise but is planning to relocate to another building on 6th Street. It will be closed for a period for remodeling and Szaltz plan to open in the spring. The application was unanimously recommended for approval.

Motion by Henke, second by Diny to approve or deny licenses as recommended by staff. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

January 16, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations: Public Transport Driver: Elizabeth Gallion:** Poss w/ Intent Amphetamine Felony in 2015; Poss of Methamphetamine Felony in 2016; 2 Poss THC convictions 2015 & 2016; Battery convictions in 2002 & 2009 - exempt offense; Substantial Battery Felony in 2012 - exempt offense; Burglary felony in 2005; and Operate vehicle without owner's consent 2005
2. **Regular Class B Beer & Liquor License:** The Liquor License Review Subcommittee will meet at 4:45pm before the PH&S meeting to review the application from Szaltz, LLC, Gizo Ujarmeli & Elena Naschke, d/b/a Szaltz, located at 525 Fulton St, and bring a recommendation.
3. **Class I Special Events*:** Wausau Festival of Arts 2023, September 9-10, 2023; **Wausau Events 2023 applications:** Summer Kickoff – June 3rd; Concerts on the Square – June 7 – Aug 30; Wings Over Wausau & Run the Runway 5K - June 16 & 17; Big Bull Falls Blues Fest – Aug 18 & 19; Beer and Bacon Fest – Sept 16; Harvest Fest – October 7; and Holiday Parade – Dec 1.

***Note:** Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: January 12, 2023

(715) 261-6621



PHS Date 01/16/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
179378	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	SUMMER KICKOFF on SATURDAY, JUNE 3, 2023					Yes	
179379	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	WINGS OVER WAUSAU + RUN THE RUNWAY 5K on FRIDAY, JUNE 16 & SATURDAY, JUNE 17 Organized by WAUSAU EVENTS					Yes	
179380	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	CONCERTS ON THE SQUARE on EVERY WEDNESDAY Organized by WAUSAU EVENTS					Yes	
179381	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	BIG BULL FALLS BLUES FEST on FRIDAY, AUGUST 18 - SATURDAY, AUGUST 19 Organized by WAUSAU EVENTS					Yes	
179382	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	BEER AND BACON FEST on SATURDAY, SEPTEMBER 16 Organized by WAUSAU EVENTS					Yes	



PHS Date 01/16/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
179383	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	HARVEST FEST on SATURDAY, OCTOBER 7 Organized by WAUSAU EVENTS					Yes	
179384	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	HOLIDAY PARADE on FRIDAY, DECEMBER 1 Organized by WAUSAU EVENTS					Yes	
171296	9026 - Class I	MORNING, ZOE	PO BOX 1763 WAUSAU WI 54402-1763	WAUSAU FESTIVAL OF ARTS on SEPTEMBER 9 - 10, 2023 Organized by WAUSAU FESTIVAL OF ARTS					Yes	
179044	9064 - Class B Beer & Liquor	NASCHKE, ELENA	920 HAMILTON ST WAUSAU WI 54403		SZALTZ			Yes	Yes	
179109	9080 - Public Transport Driver New	GALLION, ELIZABETH	315 N 10TH ST WAUSAU WI 54403		NORTHWOODS CAB	12/13/2022	06/30/2023	No	No	
179370	9080 - Public Transport Driver New	HADDEMAN, CHAD	116 S 17TH AVE, APT 156 WAUSAU WI 54401		NORTHWOODS CAB	01/09/2023	06/30/2023	Yes	Yes	
179141	9080 - Public Transport Driver New	SCHMIDT, MELISSA	4914 MAPLE ST WESTON WI 54476		NORTHWOODS CAB	12/16/2022	06/30/2023	Yes	Yes	

Total Licenses

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE	
Amending Section 1.01.025 Issuance of citations; Repealing Section 2.20.045 Enforcement of certain property violations	
Committee Action: Approved 5-0	Ordinance Number:
Fiscal Impact:	
File Number: 14-0407	Date Introduced: February 14, 2023

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

Add ()

Delete (———)

Section 1. That Section 1.01.025 Issuance of citations, is hereby amended to read as follows:

1.01.025 Issuance of citations.

....

(c) Schedule of cash deposits.

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

....

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

Municipal Ordinance Schedule of Deposits

....

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
17.08.010	(h) Nonoperational smoke detector (per floor or basement level)	10.00
	(h) Failure to install (per floor or basement level)	50.00
23.06.06 23.12.130	Off-street parking in yards	30.00
23.06.06(23) 23.12.133	Storage of recreational equipment in yards	30.00

Section 2. That Section 2.20.045 Enforcement of certain property violations is hereby repealed in its entirety.

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

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 16, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

Discussion and possible action regarding Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) relating to commercial kennel permit fees.

Nathan Miller explained this is just to set the permit/license fee. Rasmussen stated last month they discussed mirroring the permit fee to match other municipalities. Miller indicated \$100 is what is being charged in the communities around Wausau. Rasmussen noted this brings consistency for the Humane Officer, who also serves Weston.

Motion by Larson, second by Henke to approve \$100 for the Commercial Kennel Permit/License fee. Motion carried 5-0



Memorandum

From: William D. Hebert, Chief Inspector / Zoning Administrator
To: Public Health and Safety
Date: 01/25/2023
Re: Municipal Code Updates

It came to our attention that portions of the municipal code had references to the old zoning code. We are updating those references to the appropriate section of the zoning code.

Section 2.20.045 was a section of the municipal code that is no longer used and is being removed in its entirety. This section gave staff authority or send instant tickets for certain municipal code violations.

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 8.08.001 Definitions, Section 8.08.120 Number of dogs and cats limited, Section 8.08.270 Penalty; Creating Section 8.08.171 Permitting of commercial kennels, Section 8.08.172 Commercial kennel permit fees, Section 8.08.173 Permit application process, Section 8.08.174 General permit provisions, Section 8.08.175 Permit nonrenewal, suspension or revocation, Section 8.08.176 Abatement of nuisance at commercial kennel, Section 8.08.177 General facility standards, Section 8.08.178 Indoor facility standards, Section 8.08.179 Outdoor facility standards, Section 8.08.180 Enclosures, Section 8.08.181 Feeding and food receptacles

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact:

File Number: 23-0209

Date Introduced: February 14, 2023

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

Add ()

Delete ()

Section 1. That Section 8.08.001 Definitions is hereby amended to read as follows:

8.08.001 Definitions.

...

Farm animal/poultry means any warmblooded animal/fowl normally or historically kept or raised on farms and usually used or intended for use as food or fiber, or for improving animal nutrition, breeding, management, or production efficiency, or for improving the quality of food or fiber. This includes: horses, ponies, mules, donkeys, cows, pigs (including pot-bellied or other miniature pigs), goats, sheep, chickens, ducks and turkeys.

Commercial Kennel means a pack or collection of dogs or cats on a single commercial premises where animals are maintained for boarding, daycare, grooming, training, training for hunting, or for any other commercial purposes except for the sale or breeding of animals or as otherwise provided by law.

...

Section 2. That Section 8.08.120 Number of dogs and cats limited is hereby amended to read as follows:

8.08.120 Number of dogs and cats limited.

- (a) No more than two dogs and/or three cats, over the age of five months, shall be kept in or upon one residential unit or by one or more persons constituting one residential unit, ~~unless the premises is licensed as a kennel.~~

Section 3. That Section 8.08.171 Permitting of commercial kennels is created to read as follows:

8.08.171 Permitting of commercial kennels.

- (a) Every person maintaining a commercial kennel shall have a commercial kennel permit issued by the city clerk. The permitting period shall begin January 1 of each year and terminate thereafter on the thirty-first day of December, both dates inclusive. Operation of a commercial kennel shall be in compliance with the applicable zoning requirements.
- (b) A humane officer and a building inspector shall inspect such kennel prior to the issuance of the license. Failure to obtain a kennel license shall be punishable by a fine.

Section 4. That Section 8.08.172 Commercial kennel permit fees is created to read as follows:

8.08.172 Commercial kennel permit fees.

The fees for permits issued under this chapter shall be as specified in section 3.40.010(a). All fees deposited with the City Clerk for permits covered by this chapter shall be nonrefundable. Fees for permits must be paid 15 days prior to issuance. Permits not paid within 60 days of approval are deemed expired.

Section 5. That Section 8.08.173 Permit application process is created to read as follows:

8.08.173 Permit application process.

- (a) Persons wishing to apply for a commercial kennel permit shall:
 - (1) Complete an application with the city clerk and pay the appropriate, nonrefundable fee as listed above, to the clerk to cover the cost of inspection of the property which the permit is intended to be used. No additional commercial kennel fees will be charged. The city clerk may charge a prorated fee for the permit if the time covered by the permit will be less than one calendar year. The commercial kennel permit does not excuse the pet owner

from registering a pet as required by city ordinance as a private pet, if applicable.

(b) *Inspections.*

- (1) Upon application for a permit, the humane officer and the building inspector appointed under the city ordinance of the City of Wausau shall conduct an inspection of the premises to be permitted. If the requirements of this chapter and applicable state and other laws are met, the city clerk shall issue the appropriate permit.
 - (2) After issuance of the permit, inspections shall be made as necessary to ensure compliance with the provisions of this chapter.
 - (3) Acceptance of a permit issued under this chapter shall be deemed consent to reasonable inspections to ensure compliance herewith.
- (c) All issued permits will be active and valid until the expiration date on the permit.
- (d) Such permit shall be issued and granted only upon condition that the entity applying therefore shall first obtain from a reliable insurance company licensed to do business in the state of Wisconsin, and keep in force during the continuance of the license, a policy of liability with limits of at least \$1,000,000.00 for any acts of property damage or liability incurred by virtue of personal injury inflicted by negligence of the business or any of its agents, during the period of which the permit is to be issued. Such insurance shall name the City as an additional insured solely for the purpose of notice of cancellation of the policy.

Section 6. That Section 8.08.174 General permit provisions is created to read as follows.

8.08.174 General permit provisions.

- (a) *Violations by Agent.* A violation of this chapter by an authorized agent or employee of the permit holder shall constitute a violation by the permit holder.
- (b) *Transfers.* Upon sale or any other transfer of ownership of an establishment, or upon transfer of location of an existing establishment permitted under this chapter, an application for a permit shall be completed, indicating thereon that the permit is for transfer of an existing permit to either a new person or new location within the city. The application for transfer shall be completed within ten days of the sale or other transfer. The responsibility for compliance with this section shall rest with both existing permit holder and transferee. Upon application for transfer, the humane officer and the building inspector shall make inspection of the premises and if the requirements of this chapter and applicable state and other laws are met, the city clerk shall issue a new permit in the transferee's name or to the new location if the transfer is for a location of the business. The fee for permit transfer shall be specified pursuant to section 8.08.172.

(c) *Nonissuance of City Permits; Delinquent Taxes, Assessments, and Special Charges.*

- (1). For any person or premises applying for a commercial kennel permit, no permit shall be issued for any reason set forth and pursuant to section 3.06.010(a).
- (2). *Appeal*
 - i. The appeal procedure alleging errors in amounts claimed to be due to the City shall be followed by the procedure laid out in section 3.06.010(b).
- (d) If the permit of any commercial kennel is suspended or revoked as described in section 8.08.175, no fee can be recovered by the commercial kennel owner. Anyone maintaining a commercial kennel after the permit is revoked or during a suspension period shall be fined as prescribed in city ordinance.
- (e) Any person found guilty of cruelty to animals shall forfeit their commercial kennel permit and will be ineligible for another commercial kennel permit ever. No fee can be recovered by the commercial kennel owner.
- (f) Commercial kennel permit fees shall not be required for domestic charitable corporations that are incorporated exclusively for the purpose of protecting animals from cruelty, neglect or abuse, have contracted with the city for taking in stray animals, and for the relief of suffering among animals; however, such groups shall contact the city clerk and be placed on the Public Health & Safety Committee agenda to apply for permission to conduct such operations within the city limits prior to any activity of this kind being conducted. The Public Health & Safety Committee will then give its recommendation to the city council.

Section 7. That Section 8.08.175 Permit nonrenewal, suspension or revocation is created to read as follows:

8.08.175 Permit nonrenewal, suspension or revocation.

Any person may file a sworn written complaint with the humane officer alleging violations of this chapter or of applicable state or other law related to a permitted establishment or a person holding a commercial kennel permit issued under this chapter.

Upon filing of a complaint, the humane officer and building inspector shall investigate, and the city clerk shall issue a notice setting forth a date and time for hearing on the matter, not less than three days nor more than 15 days after the date of the notice if deemed warranted by the investigation. At the hearing, the complainant and the person complained of may be represented by counsel, may present evidence and call and examine witnesses and cross examine witnesses of another party. Such witnesses shall be sworn or affirmed by the person conducting the hearing. The Public Health and Safety Committee shall act as the decision maker.

A written determination continuing, suspending, revoking or failing to renew the permit shall be made. If the permit is to be either suspended, revoked, or not renewed, the written determination will also outline when the business shall cease operations and when all animals need to be returned to their owners and off the premises. The written decision shall specify the reasons

for the decision made. Within ten days of the hearing, a written determination shall be mailed to all interested parties and shall be placed on file with the city clerk by the decision maker. The decision of the Public Health & Safety Committee shall be final and the city elects not to be bound by the provisions of Wis. Stats. ch. 68 with respect to administrative procedure and decisions on permit status under this section.

Section 8. That Section 8.08.176 Abatement of nuisance at commercial kennel is created to read as follows:

8.08.176 Abatement of nuisance at commercial kennel.

Upon the petition of ten citizens filed with the Public Health & Safety Committee, stating that they are aggrieved or annoyed, to an unreasonable extent, by one or more dogs at a commercial kennel because of the excessive barking or vicious disposition of said dogs or other conditions connected with such commercial kennel constituting a public nuisance, the Public Health & Safety Committee, within seven days after receiving the filing of such petition, shall give notice to all parties interested of a public hearing to be held within 14 days after the date of such notice. Within seven days after such public hearing, the Public Health & Safety Committee shall make an order either revoking or suspending such commercial kennel permit or otherwise regulating such commercial kennel, or by dismissing the petition. Written notice of any such order shall be mailed forthwith by the city clerk to the holder of such permit within ten days after such order. The order of the Public Health & Safety Committee shall be final and binding on both parties and the city elects not to be bound by the provisions of Wis. Stats. ch. 68 with respect to administrative procedure in this regard.

Section 9. That Section 8.08.177 General facility standards is created to read as follows:

8.08.177 General facility standards.

All permitted premises shall provide and/or require the following:

- (a) *Water and Food.* Adequate and potable water shall be available at all times to pet animals. Watering and feeding receptacles shall be cleaned at least once daily.
- (b) *Storage.* Supplies of food and bedding shall be stored and adequately protected against infestation or contamination by vermin. Refrigeration shall be provided for perishable food.
- (c) *Waste Disposal.* Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall also be provided and operated as to minimize vermin infestation, odors and disease hazards.
- (d) *Washrooms and Sinks.* Hand washing facilities such as washrooms, basins, or sinks supplied with hot and cold water, soap, and single service towels shall be provided.
- (e) *Proof of Rabies Vaccination.* Proof of rabies vaccination shall be kept for each dog on the premises, subject to the provisions of 8.08.160.

- (f) *Proof of Negative Giardia Test.* Proof of a negative giardia test shall be kept for each dog on the premises. The date of the proof shall be within one year of the date upon which the animal is on the premise.

Section 10. That Section 8.08.178 Indoor facility standards is created to read as follows:

8.08.178 Indoor facility standards.

In addition to the requirements of section 8.08.177, indoor facilities permitted hereunder shall provide the following:

- (a) *Ventilation.* Indoor housing for pet animals shall be adequately ventilated to provide for health and comfort of the animals at all times. They shall be provided with fresh air, either by means of windows, doors, vents or air conditioning. Ventilation shall minimize drafts, odors, and moisture condensation. Auxiliary ventilation such as exhaust fans and vents or air conditioning shall be provided when the ambient temperature is 85 degrees Fahrenheit or higher, except where the ambient temperature requirements of the specific species differs.
- (b) *Lighting.* Indoor housing for pet animals shall have ample artificial light which is of good quality and is well-distributed. Such lighting shall provide uniformly distributed illumination of sufficient intensity to permit routine inspection and cleaning during the entire working period.
- (c) *Interior Surfaces.* The interior building surfaces or indoor housing facilities for pet animals shall be constructed and maintained so that they are impervious to moisture and may be readily cleaned.
- (d) *Drainage.* A suitable method shall be provided to rapidly eliminate excess water from indoor housing facilities. If drains are used, they shall be properly constructed and kept in good repair to avoid foul odors therefrom. If closed drainage systems are used, they shall be equipped with traps and so installed as to prevent any backup of sewage and odors.
- (e) *Space Requirements.* All indoor facilities, except the Marathon County Humane Society, shall have the following space requirements per each dog on the premises:
 - a. *Extended Housing.* Pet animals five months or older which are housed longer than a 24-hour period shall be provided with adequate, separate, cleanable enclosures and permitted exercise periods at least twice each day for a minimum of fifteen minutes each period, unless an exercise run is provided. An exercise run must have an area of at least 14 square feet for a dog.
 - b. *Day Visit.* Pet animals five months or older which are housed for just the day and return to their owner in the afternoon/evening, shall have an area of at least 14 square feet per dog.

Section 11. That Section 8.08.179 Outdoor facility standards is created to read as follows:

8.08.179 Outdoor facility standards.

In addition to the standards required under section 8.08.177, outdoor facilities permitted hereunder shall provide the following:

- (a) *Shelter from Sunlight.* When sunlight is likely to cause overheating or discomfort, sufficient shade shall be provided to allow all pet animals kept outdoors to protect themselves from the direct rays of the sun.
- (b) *Shelter from Rain or Snow.* Pet animals kept outdoors shall be provided with access to shelter to allow them to remain dry during rain or snow.
- (c) *Shelter from Cold Winter.* Shelter shall be provided for all pet animals kept outdoors when the atmospheric temperature falls below 50 degrees Fahrenheit. Sufficient clean bedding material or other means of protection from the weather elements shall be provided when the ambient temperature falls below that temperature to which any species of animal is acclimated.
- (d) *Drainage.* A suitable method shall be provided to rapidly eliminate excess water.
- (e) *Space Requirements.* All outdoor facilities, except the Marathon County Humane Society, shall have the following space requirements per each dog on the premises:
 - a. *Extended Housing.* Pet animals five months or older which are housed longer than a 24-hour period shall be provided with adequate, separate, cleanable enclosures and permitted exercise periods at least twice each day for a minimum of fifteen minutes each period, unless an exercise run is provided. An exercise run must have an area of at least 14 square feet for dog.
 - b. *Day Visit.* Pet animals five months or older which are housed for just the day and return to their owner in the afternoon/evening, shall have an area of at least 14 square feet per dog.

Section 12. That Section 8.08.180 Enclosures is created to read as follows:

8.08.180 Enclosures.

(a) Enclosures shall:

1. Be structurally sound and maintained in good repair to protect the pet animals from injury, to contain them, and to keep predators out. They shall be constructed of a material that is easily cleanable and maintained so as to enable the pet animals to remain dry and clean and provide convenient access to clean food and water.
2. Be constructed and maintained so as to provide sufficient space to allow each pet animal to turn about freely and to easily stand, sit and lie in a comfortable, natural position.
3. Be used for housing not more than one pet animal unless requested by the owners of each pet animal housed therein.
4. Subsections A.1 and 2 of this section shall not apply to pet animals being housed for medical or grooming purposes, or for less than six hours.

(b) Sanitation/Cleaning of Enclosures

1. Excreta shall be removed from enclosures as often as necessary to prevent contamination of the pet animals contained therein and to reduce disease, hazards and odors. When a hosing or flushing method is used for cleaning an enclosure, the pet animals shall be removed during the cleaning process and adequate measures shall be taken to protect the pet animals in other enclosures from being contaminated with water and other wastes.

2. Enclosures, rooms, hard-surfaced pens and runs shall be cleaned by washing all soiled surfaces with a safe and effective disinfectant.
3. Pens and runs shall be constructed of concrete, asphalt or other impervious material, or other material approved by the building inspector.
4. An effective program for the control of insects, ectoparasite, avian and mammalian pests shall be established and maintained where a problem.

Section 13. That Section 8.08.181 Feeding and food receptacles is created to read as follows:

8.08.181 Feeding and food receptacles.

- (a) Pet animals which are housed for more than 24 hours shall be fed at least once a day, except as otherwise might be required to provide adequate veterinary care. The food shall be free from contamination, wholesome, palatable and of sufficient quality and nutritive value to meet the normal daily requirements for the condition and size of each pet animal.
- (b) Food receptacles shall be accessible to the pet animal and shall be located so as to minimize contamination by excreta. Feeding pans shall be durable and kept clean. The food receptacles shall be cleaned daily. Disposable food receptacles may be used, but must be discarded after each feeding. Self-feeders may be used for feeding of dry food and they shall be sanitized as needed, but at least once per week, to prevent molding, deterioration or caking of feed.

Section 14. That Section 8.08.270 Penalty is hereby amended to read as follows:

8.08.270 Penalty.

- (a) Every person, firm or corporation convicted of a violation of any of the provisions of this chapter, with the exception of those listed in (b) and (c) below, shall for each offense be punished by a forfeiture not to exceed \$200.00, together with the cost of prosecution, and in lieu of payment and costs assessed shall be imprisoned in the county jail for a term not to exceed 15 days.
- (b) Any person who violates sections 8.08.120, 8.08.130, 8.08.140, 8.08.150, 8.08.160, 8.08.177 through 8.08.181, 8.08.200 and 8.08.220, shall be subject to the following penalties:
 - (1) A forfeiture of \$75.00 plus costs for the first violation;
 - (2) A forfeiture of \$125.00 plus costs for the second violation;
 - (3) A forfeiture of \$275.00 plus costs for the third and subsequent violations.
- (c) Any person who violates sections 8.08.190 and 8.08.230 shall be subject to the following penalties:
 - (1) A forfeiture of \$50.00 plus costs for the first violation;
 - (2) A forfeiture of \$100.00 plus costs for the second violation;
 - (3) A forfeiture of \$250.00 plus costs for the third and subsequent violations.

(d) Any person who violates sections 8.08.012 and 8.08.230 shall be subject to a penalty of \$100.00 plus costs.

Section 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 16. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, **December 19, 2022**, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Discussion and possible action on an Ordinance Amending Section 8.08.001 Definitions, Section 8.08.120 Number of dogs and cats limited, Section 8.08.270 Penalty; Creating Section 8.08.171 Permitting of commercial kennels, Section 8.08.172 Commercial kennel permit fees, Section 8.08.173 Permit application process, Section 8.08.174 General permit provisions, Section 8.08.175 Permit nonrenewal, suspension or revocation, Section 8.08.176 Abatement of nuisance at commercial kennel, Section 8.08.177 General facility standards, Section 8.08.178 Indoor facility standards, Section 8.08.179 Outdoor facility standards, Section 8.08.180 Enclosures, Section 8.08.181 Feeding and food receptacles

Rasmussen explained these amendments are necessary to offer a license for kennel operators. These various amendments to the animal chapter provide the capability to register, monitor, inspect, and assure the quality of a commercial kennel operation if one were to operate within the city.

Nathan Miller explained there was interest by a new business to do this which had inquired about the fees and that is when we realized we don't have a permit/license for one. Doggy Daycares or commercial kennels are not regulated by any state entity, so this would allow us to be able to do the inspections to ensure that the facilities are humane. He noted the ordinance includes provisions for revocation or abatement of nuisances and Humane Officer Ashlee Bishop would be very involved with doing the inspections before the permit is approved. He indicated the committee will need to establish what this fee is going to cost for the year, which will have to be done through a separate fee schedule amendment resolution that they can consider at the next meeting. He pointed out if a permit were to be suspended, revoked, or non-renewed they will have to take it through the hearing process. In the event a permit is revoked, a period needs to be established to close the shop and return the animals. He suggested the committee set that time period based on the hearing results. He stated there is also the question of an individual being convicted of cruelty to animals and the consequences of that as it relates to holding this permit. He indicated Ashlee Bishop did not feel a person with this conviction should not be eligible to reapply for the permit.

Rasmussen agreed a cruelty to animals conviction should be a permanent barrier to obtaining the license/permit and the committee will need to set a fee. She questioned if the Village of Weston had such an ordinance and what their fees were, because it is important to stay consistent with them since we share our humane officer with them.

Ashlee Bishop stated last year she met with Shane Vanderwall and a representative from the City of Schofield at which they put in place a Kennel License. She did not recall the fees that were set, but this draft ordinance is very similar to the way theirs was written. It contains a lot of state regulations because shelters or anyone that sells or adopts out more than 25 dogs a year must have a license with the state.

Deputy Barnes reminded the committee that when they look at what the cost is, think about the expectations on city staff to go out and check on these places and to inspect them. He felt that should be reflected in the annual cost. The Animal Control Program was ideally intended to be an enterprise fund, so we need to cover our costs.

Bishop indicated there was a doggy daycare in the city limits and the possibility of a cat care type business, as well as recent inquiries about starting doggy daycares. She noted this would encompass the Humane Society, but they'd be exempt from the fees. She questioned if the ordinance would pertain to any rescue facilities. Miller stated as long as they were a domestic non-profit, they would be exempt from the fees as well.

Miller stated he found that Weston's fee is \$100, and the clerk indicated Schofield was the same. Miller stated the location of a kennel would have to be located in the proper commercial zoning, not residential zoning.

Rasmussen stated they would hold action for this month and bring it back for final action next month to give Miller and Bishop some time to work out the finer points of the draft.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, **January 16, 2023**, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

Discussion and possible action on an Ordinance Amending Section 8.08.001 Definitions, Section 8.08.120 Number of dogs and cats limited, Section 8.08.270 Penalty; Creating Section 8.08.171 Permitting of commercial kennels, Section 8.08.172 Commercial kennel

permit fees, Section 8.08.173 Permit application process, Section 8.08.174 General permit provisions, Section 8.08.175 Permit nonrenewal, suspension or revocation, Section 8.08.176 Abatement of nuisance at commercial kennel, Section 8.08.177 General facility standards, Section 8.08.178 Indoor facility standards, Section 8.08.179 Outdoor facility standards, Section 8.08.180 Enclosures, Section 8.08.181 Feeding and food receptacles

Nathan Miller explained he made some of the adjustments to the ordinance after committee discussion last month and a meeting with Humane Officer Ashlee Bishop. He stated he added that one of the conditions of granting the permit would be to provide a \$1 million liability insurance certificate, with the City of Wausau listed as an additional insured for notification purposes. He stated Bishop indicated there was one kennel in Wausau which requires their clients to provide proof of rabies vaccination and a negative Giardia test, and they felt that was a good idea. Another requirement was to have sufficient space of 14 sq ft per dog for an indoor and outdoor facility. He noted the Marathon County Humane Society is exempt from that requirement because the city contracts with them and it is not voluntary boarding.

Rasmussen noted the fee structure for compliance was set up for first, second, and third violations with progressively higher amounts. Miller stated there is also a process for suspension, revocation, or non-renewal. It was noted in the definition of commercial kennel the wording “including training for the purpose of hunting” will be added for clarification.

Motion by Larson, second by Diny to approve the ordinance permitting commercial kennels. Motion carried 5-0.

JOINT RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE AND THE FINANCE COMMITTEE

Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) relating to commercial kennel permit fees.

Committee Action: PH&S Approved 5-0
 Finance Approved 5-0

Fiscal Impact:

File Number: 22-1109

Date Introduced: February 14, 2023

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 has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010, and

WHEREAS, the City of Wausau is desirous to establish a commercial kennel permit for those entities wishing to conduct this type of business within the City; and

WHEREAS, the surrounding communities charge \$100.00 annually for such a permit to those businesses within their corporate limits; and

WHEREAS, your Public Health & Safety Committee, at its January 16, 2023 meeting, recommended that the City establish a fee of \$100.00 annually for a commercial kennel permit and incorporate these fees as part of the City of Wausau Fees and Licenses Schedule; and

WHEREAS, your Finance Committee, at its January 24, 2023, meeting, recommended that the City establish a fee of \$100.00 annually for a commercial kennel permit and incorporate these fees as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that an annual commercial kennel permit fee of \$100.00 is hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule pursuant to W.M.C. § 3.40.010.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, January 16, 2023, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney

Others Present: Nathan Miller, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Phil Rentmeester

Discussion and possible action regarding Authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) relating to commercial kennel permit fees.

Nathan Miller explained this is just to set the permit/license fee. Rasmussen stated last month they discussed mirroring the permit fee to match other municipalities. Miller indicated \$100 is what is being charged in the communities around Wausau. Rasmussen noted this brings consistency for the Humane Officer, who also serves Weston.

Motion by Larson, second by Henke to approve \$100 for the Commercial Kennel Permit/License fee. Motion carried 5-0

FINANCE COMMITTEE

Date and Time: Tuesday, January 24, 2023 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Dustin Kraege, Solomon King, Jeremy Kopp, Jared Thompson, Ben Bliven, and Kaitlyn Bernarde

Discussion and possible action regarding authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code Sec. 3.40.010(a) relating to commercial kennel permit fees

Rasmussen stated the Public Health & Safety Committee has been working on offering a permit whereby people can operate either commercial kennels or doggy daycares. She indicated PH&S recommends \$100 fee which mirrors the fees in other municipalities that have these same permits, including Weston which our Humane Officer also serves. She noted the commercial kennel ordinance has a definition that excludes anything that would act like a puppy mill.

Motion by Watson, second by Martens to approve adding the \$100 fee for the permit. Motion carried 5-0.

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

RESOLUTION OF THE WAUSAU WATERWORK COMMISSION

Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

Committee Action: Approved 5-0

Fiscal Impact: Forgivable loan in an amount up to \$270,000

File Number: 17-0512

Date Introduced: February 14, 2023

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: \$270,000</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: \$270,000</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 City of Wausau (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4930-99 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$270,000 that it has identified as being eligible for fiscal year 2022 SDWLP funding; and

WHEREAS, the Wausau Water Works Commission, at its February 7, 2023 meeting, discussed and recommended approving the additional availability of DNR funding for this purpose.

NOW THEREFORE, BE IT RESOLVED, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute a Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project.

Approved:

Katie Rosenberg, Mayor

DRAFT



Minutes of February 7, 2023

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, February 7th, 2023. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on February 3, 2023.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Robinson, Force
1:33pm

Others Present: Eric Lindman, Scott Boers, Ben Brooks, James Henderson, Valerie Swanborg, Tonia Westphal/ClarkDietz, Joe Kafczynski/ Becher-Hoppe
Via WebEx: Susan Wojtkiewicz/Donohue

1) Discussion and Possible Action for Additional Funding Available Through the DNR Principal Forgiveness Loan for Fiscal Year 2022.

Lindman began over the last several years DNR had a principal forgiveness loan program for private side lead service line replacement. We have been working under that program and every year we get a few hundred thousand dollars to replace private side lead service lines. 2022 was the last year that they will provide funding in that manner. We ran out of money with the requests that we had for 2022 and asked City Council to approve \$200,000 from ARPA to help cover those private side lead services we could replace during the 2022 construction season with the thought that if the DNR received money back at the end of 2022, they would allocate those funds to help us cover those costs, and that happened. The DNR is providing us an additional \$270,000 from the 2022 allocation and that is what this item is for to approve that resolution of accepting the additional \$270,000 of principal forgiveness loan for 2022.

Herbst motioned to approve the additional funding available through the DNR principal forgiveness loan for fiscal year 2022. Seconded by Gehin

Robinson motioned to amend and insert fiscal year 2022 on the 2nd and 3rd Whereas clause for tracking purposes. Seconded by Gehin.

Motion carried 5-0.

RESOLUTION OF THE EXECUTIVE COMMITTEE

Approving and adopting the City of Wausau Five-Year Strategic Plan (2022-2027)

Committee Action: Approved 6-0

Fiscal Impact: None

File Number: 21-0706

Date Introduced: February 14, 2023

RESOLUTION

WHEREAS, on July 13, 2021, the Common Council approved entering an agreement with Berry Dunn for professional services for strategic plan development; and

WHEREAS, City residents, elected officials, employees and stakeholders collaborated to create a strategic plan that identified where the City of Wausau currently is, set goals for where the city wants to be and steps on how to implement and report on progress; and

WHEREAS, Berry Dunn presented the draft Strategic Plan to the Common Council on August 10, 2022; and

WHEREAS, five strategic priorities were identified for the next five years which were Thriving Economy, Innovative Public Services, Cohesive and Connected Culture, Fun and Vibrant Community, and Strong Regional and Alliances; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council approves and adopts the Five-Year Strategic Plan (2022-2027) for the City of Wausau; and

BE IT FURTHER RESOLVED that committees should work with staff to consider implementation and establish performance measures that will measure progress on attaining the strategic goals.

Adopted this _____ day of _____, 2023.

Katie Rosenberg, Mayor

EXECUTIVE COMMITTEE

Date and Time: Monday, January 9, 2023 @ 5:15 pm., Council Chambers

Members Present: Becky McElhaney, Lou Larson, Sarah Watson, Lisa Rasmussen, Dawn Herbst, Doug Diny

Others Present: Katie Rosenberg, Tom Kilian, Chad Henke, Anne Jacobson, Eric Lindman, Liz Brodek and Kaitlyn Bernarde

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The Executive Committee was called to order by Chairperson Becky McElhaney.

Alder Tom Kilian called a Point of Inquiry that the agenda was noticed as a common council meeting jointly with the Executive committee. Attorney Jacobson explained that it is not a joint meeting, that whenever 6 or more council members are present at the meeting of a body to gather information that they may have oversight under the Open Meeting Law. There would need to be a quorum of 8 members to be able to hold a meeting and an agenda, which there were no agenda items for Council business or action. Only business of the standing committee was on the agenda, but it was noticed that other members may be present.

Discussion and possible action by the Executive Committee approving the City of Wausau Strategic Plan

Motion to refer the Strategic Plan to Common Council for approval by Rasmussen, second by Herbst. Motion carried 6-0.

Mayor Rosenberg stated that it is time for the city to accept the strategic plan and move forward with committee work to work toward goals. She explained that the planned discussed the current state, future state, priorities, and goals on how to get there At the end the plan has an Age Friendly Community Plan through AARP.

Larson commended the mayor on her work on the plan and on behalf of the senior citizens of the community that they were not left out. Rasmussen noted that BerryDunn made clarifications since they met, and the plan has forward-thinking goals, that staff can identify things to get closer to those goals. Rosenberg noted that she visions the document assisting with budgets.

Diny asked how this transition to the mission. He asked how the mission affects the individual workers. Asked what the cost to implementation such as surveys. Mayor Rosenberg asked that in the future we can ask for that in budgets in future years. She stated that the core values are actionable to employees. Diny wondered if there was a potential new branding and if we would change signage to be uniform across the city. Rosenberg stated she was not looking at this as a branding exercise, but as a strategic direction.

Rasmussen mentioned the ARPA and Capital projects ranking and stated it will be helpful to use that criteria with this framework as work to prioritize spending to see if they assist with achieving goals.

Mayor Rosenberg acknowledged the staff, community members, alderperson to look at data, attend listening sessions and interpret what people were telling us and determine the performance measures.

Rasmussen thought it would be appropriate to refer to Council to consider approval, Herbst seconded. Kilian questioned if it would be more appropriate to refer to it council with out endorsement. Rasmussen stated there usually is a committee recommendation – pro or con. She stated everyone is seeing it through their lens for potential committee work. Attorney Jacobson stated she did not see anything wrong with recommending it, since all votes are in the affirmative and they can either vote for or against it.

Motion carries 6-0.

Education and discussion by the Executive Committee on the Wausau Water Works utility commission structure

Mayor Rosenberg stated it is on the agenda because they heard a lot of discussion about the utility commission, and she is looking for direction from council. What is the expectation of the commission, how can they work better, what are the committee's needs.

Attorney Jacobson stated that she provided communication to the committee and full council that Council can create a board of public works and can fill the board however they see fit. We have ordinance 13.04. Page from WI Drinking Water Report in 2021 to show how many municipally owned drinking water utilities there are, and included responses from other cities on how they handle utilities. She further stated the utility does not have any independent grant of authority but exercises authority under supervision of the city and has certain powers granted to it.

Mayor Rosenberg stated this was not posted on the agenda for action, but if there is a point where there are questions, that they can have answers to the questions.

Larson asked why Council is the last to find out with the water things and left to clean up the mess. Is there a way to restructure it to find out before rather than after the fact. Also asked that there is an amount of money be skimmed from payments, the PILOT payment, can we take less money from the PILOT program to bring down the proposed rate increase? He stated how much money could have been saved with a city manager or mayor's assistant that could have provided more insight. Mayor Rosenberg stated Council voted to not collect the PILOT payment to help the utility. She further stated they find out information when she receives it and is unsure how to get the information to them quicker.

Adjourn

Motion by Larson, second by Herbst to adjourn the meeting. Motion passed 6-0. Meeting adjourned at 6:25 pm.



It's where you belong!

Five-Year Strategic Plan | 2022-2027



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MAYOR'S MESSAGE



I am proud to present the City of Wausau Five-Year Strategic Plan for 2022-2027. This plan is an aspirational endeavor for the future of Wausau and an essential look at understanding who we are, who we want to be and how to get there. Its success depends on all of us working together – City Council, City staff, and our residents and businesses – to implement the plan, report and evaluate its progress and make adjustments to continue moving the City of Wausau forward.

This Strategic Plan is the result of a collaborative process that engaged our community. We invited you, our residents and businesses, to let us know how we are doing, to share your ideas and to envision the future of Wausau. We reached out to a wide array of community stakeholders and organizations, as well as our own advisory boards and commissions and city staff. Through our collective efforts we fine-tuned our mission and core values, created a vision and set strategic goals and objectives for the City of Wausau.

I would like to thank the Strategic Planning Steering committee for their support and leadership in this process and members of the City's leadership team for their thoughtful and conscientious contributions to this planning.

Our City Council and staff are determined, dedicated and ready to put in this plan into action while keeping our residents' input and direction at the center of the decision-making process. This is an exciting time for Wausau as we build upon our successes and, together, lead our community to an even better future.

Katie Rosenberg

Mayor

MISSION | VISION | MOTTO

Mission Statement

Enhance our community's quality of life
and foster a sense of belonging
for generations to come.

Vision Statement

Wausau is a fun, vibrant, and highly
connected community providing diverse
and accessible social, arts, cultural and
outdoor recreational experiences and a
thriving economy where everyone has
the opportunity to achieve
success and happiness.

Motto/Tag Line

Welcome Home to Wausau...
It's where you belong

CORE VALUES



Professionalism

We are solution-oriented and work collaboratively to deliver service at the highest standards every time, in every situation.

Accountability

We accept responsibility and take ownership for our actions.

Integrity

We act ethically, honestly, and lead by example by having our actions reflect our word.

Respect

We strive to seek understanding and treat everyone equitably and with compassion.

Innovation

We consciously strive to be thought-leaders and creative in seeking opportunities to improve our service delivery

THRIVING ECONOMY

Strategic Goal

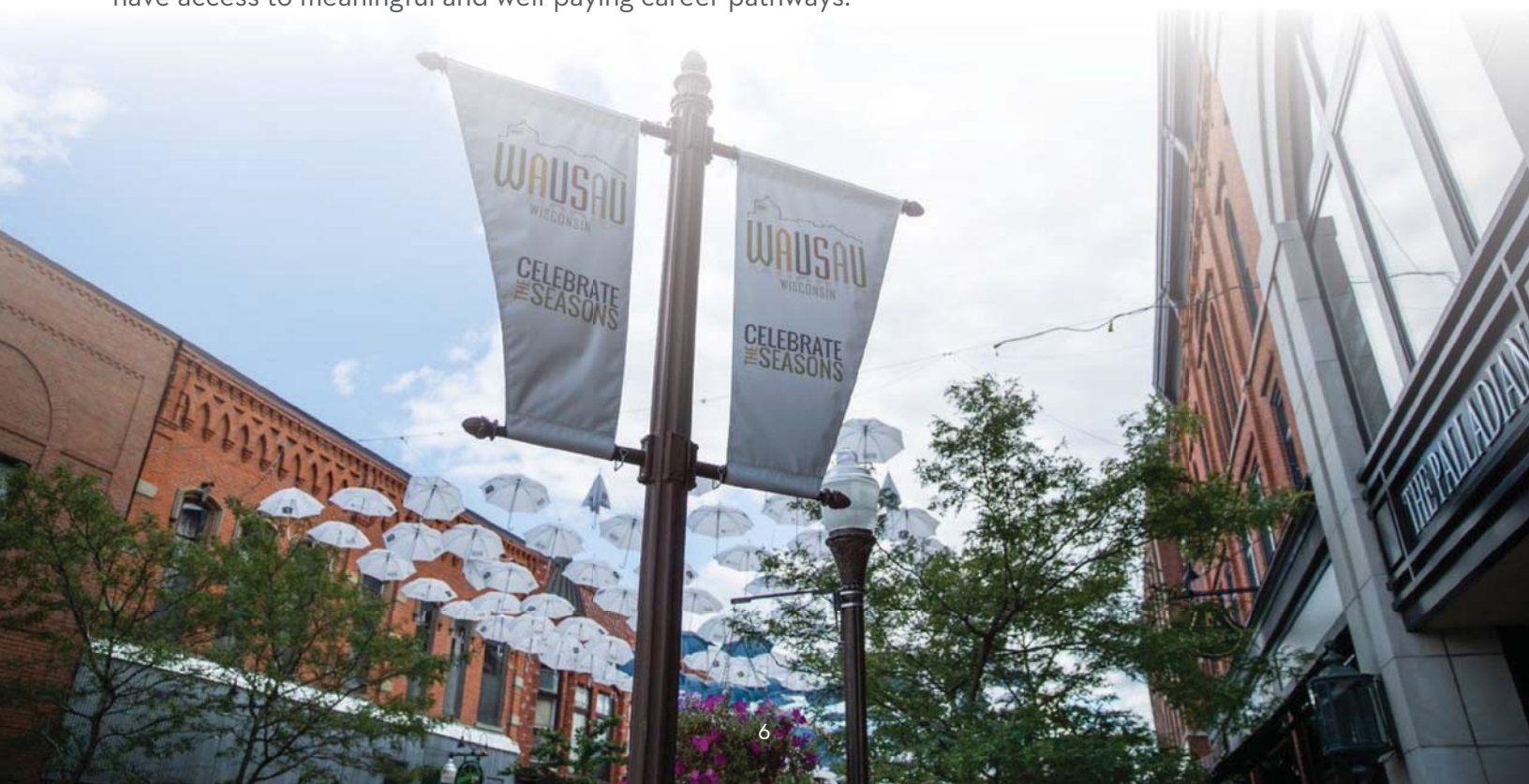
Develop strategies and services to support existing business and workers and attract and retain a skilled workforce and innovative businesses.

Current State

Like many communities across the U.S. businesses are still trying to determine how to fit into the post-COVID economy. Rising inflation and supply chain issues are affecting every aspect of life for residents and businesses. At the same time, Wausau is experiencing record levels of new construction that will have a positive impact on the City's revenue. The City has continued its strategic focus on diversifying the housing options available in the community, expanding manufacturing jobs in the Wausau business campus, and partnering with Marathon County Development Corporation (MCDEVCO) to facilitate gap financing needed by businesses.

Future State

Wausau will work in concert with businesses and other governments in the region to form a cooperative ecosystem in which mutuality reinforcing government and private sector activities contribute to a vibrant community by leveraging the city's strengths in the competitive industry sectors. Wausau will achieve a reputation as an outstanding place to do business, powered by a community-reflecting workforce that is well-supported with diversified housing choices, affordable homeownership opportunities and services that allow workers to fully participate in their career or job of choice and advance their prosperity and standard of living. Wausau's pro-business brand and reputation for entrepreneurship will become a magnet for innovation. Wausau employers will have access to a skilled and developed workforce and workers will have access to meaningful and well-paying career pathways.



Objectives

1. Optimize room tax revenue investment to contribute to our thriving economy.
2. Develop human resources to maintain a quality workforce.
3. Highlight our strengths such as health care, agriculture, local businesses, and tourism to build community pride and recognition of community assets.
4. Partner to create wraparound services (childcare, transportation, etc.) for workforce development.
5. Continue to collaborate with businesses to create new and improved existing housing stock.

Performance Measures

- Increase in number and type of workforce supports
- % increase in housing units created
- % increase in housing units improved
- % increase in residents who agree the City is doing a good job in helping to create a thriving business environment and economy (community survey – establish baseline and trend over time)



INNOVATIVE PUBLIC SERVICES

Strategic Goal

Create and implement practices, policies, and procedures to enhance and optimize public services for our community.

Current State

In recent years the City has placed a premium on innovation, with department leadership empowering employees to look for ways to improve and modernize the processes and systems that are used to provide services and programming to the community. Even with this positive thrust the City is still recovering from the Great Recession of 2008 and is now grappling with the impacts of the Great Resignation and the massive re-location that occurred during the pandemic. The City is challenged with finding adequate staffing to fill vacancies and retaining skilled employees in an increasing competitive job market.

Future State

The City delivers exceptional service by working to understand the challenges facing customers, residents and community and incorporating sustainability and resiliency into the core functions of all City departments. City staff are innovative problem-solvers and continuously improve their work processes and practices so City departments can respond rapidly to changing customer needs and demands. The City provides an environment where employees feel engaged and encouraged and have opportunities for growth. Staff and managers have effective tools and templates to work efficiently and operating processes and procedures are designed to focus on what customer's value to the City delivers the right services when and where needed. As part of the City's efforts to maintain its workforce the City has created a focus on professional development that increases the engagement of employees at all levels and results in employees who stay with the City, preserving institutional knowledge.



Objectives

1. Implement creative strategies for service delivery to meet the needs and expectations of our changing community.
2. Attract and retain a City excellent workforce to maintain and increase public service.
3. Maintain and enhance City support at public activities/events so that those events remain safe and efficient.
4. Invest in solutions to ensure environmental sustainability for generations to come.
5. Streamline City processes so new and/or existing businesses operating in Wausau have a set of clear expectations.

Performance Measures

- % increase in business that feel the quality of services provided to businesses by the City meets or exceed their expectations (business survey – establish baseline and trend over time)
- Employee retention rate (tracked annually and trended over time)
- % increase in residents who safe and welcomed at community events (community survey – establish baseline and trend over time)
- % increase in residents who agree that the City is doing a good job of creating a healthy natural environment that sustains the community for current and future generations (establish baseline and trend over time)
- Identify sustainability goals and develop a plan to achieve them (for example: reduction in City facility energy usage, landfill diversion rate, water usage per capita)



COHESIVE AND CONNECTED CULTURE

Strategic Goal

Foster a community culture that embraces diversity and inclusivity so that all who live in and visit Wausau feel welcomed.

Current State

After Wausau and Marathon County made national headlines in May of 2021 when the County Board voted down a resolution embracing diversity, the City has embraced a leadership role in tirelessly promoting Wausau as a “community for all.” The City Council passed the “We Are Wausau” resolution to acknowledge that people’s differences are not consistently respected and to express the determination to move above and beyond all forms of bias and exclusion. With this resolution the City acknowledged there are policies and practices that have created barriers that disproportionately affect refugees and other marginalized segments of the community and that more work is needed to counteract racism and create more opportunity for community members who are under-served or adversely affected by practices that are not equitable.

Future State

Wausau’s communications and community engagement activities and events are welcoming, accessible and culturally responsive. Community members feel welcome and heard and the City uses the input and feedback we receive from the community’s diverse voices in our planning and decision-making. City programs and services protect Wausau’s vulnerable residents, populations and neighborhoods and a mix of amenities are available that are inviting and interesting to all communities that call Wausau home.



Objectives

1. Create a capable, accessible, and reliable communication system in the community to foster transparency and involvement.
2. Market the fun and vibrant social, cultural, and natural recreation opportunities in our community so that people feel a sense of belonging.
3. Create and support innovative programs to better connect newcomers to Wausau to their community.
4. Create innovative shared services with our partner communities resulting in greater regional success and efficiency.

Performance Measures

- Satisfaction of Wausau newcomers with their life in the community (survey on arrival and one year later)
- A multi-channel system for communicating with the community is in place
- A marketing strategy to promote social, cultural and recreational opportunities has been created and implemented
- % increase in resident satisfaction with City communication and engagement (community survey – establish baseline and trend over time)
- % increase in residents overall trust in City government (community survey – establish baseline and trend over time)
- % increase in residents satisfaction with City-sponsored events and activities (community survey – establish baseline and trend over time)



FUN AND VIBRANT COMMUNITY

Strategic Goal

Cultivate and promote the social, cultural, arts, and natural recreation opportunities in our community.

Current State

The City continues to support a rich array of programming and recreational opportunities throughout the community, including over 350 acres of park lands and trails, sponsorship of events in the River District and use of the city's room tax revenue and Community Development Block Grant (CDBG) funds to support events and programming provided by Wausau's community-based organizations. Historic landmarks, the arts and art related events are key cultural resources for Wausau with performing arts, galleries, museums and public art all serving as a hub for people in Central Wisconsin to enjoy. The City and its residents are interested in creating more opportunities to nurture a stronger and more cohesive community, embracing diversity and social interaction and ensuring that a physical and cultural environment with ample gathering places and community-wide events exists to foster these qualities. The City is committed to the goal of continually improving downtown by promoting it as tourist destination, a neighborhood for urban residents and a center of commercial activity. Recent improvements in streetscapes, walkability and parking availability will meet the needs of downtown residents, businesses, and visitors alike.

Future State

Wausau is a cohesive and connected community that considers all cultural, racial and socio-economic factors in order to provide access and opportunities to diverse residents and businesses. The city is a lively, inviting and welcoming designation for residents and visitors alike. Downtown is characterized by attractive buildings and a vibrant street life with interesting places to shop, dine, connect and recreate. These amenities are intentionally inviting to all of Wausau's various communities. Downtown is a place that offers diverse housing options and fosters creative, flexible work environments, business innovation and the arts. Wausau's well-maintained and improved parks and open spaces provide accessible opportunities for everyone in the community to enjoy trails, parks and an active, healthy lifestyle.



Objectives

1. Cultivate continued opportunities for growth in recreation and quality of life offerings from the City to foster economic diversity and community inclusivity.
2. Support diverse community activities that attract participation and understanding of Wausau's history, recreational activities and culture.
3. Deliberately encourage and incentivize the mall redevelopment so that a vibrant downtown is created.
4. Create a destination development plan so that room tax is optimized and the City draws tourists and new residents.
5. Deliberately develop the Riverlife area to better connect the community.

Performance Measures

- % increase in residents who feel welcomed and included in the community (community survey – establish baseline and trend over time)
- Continue to develop the River Edge Trail and complete the West Side Trail in 5 years
- Re-examine the City's special event permits and policies to establish the amount of support and a set of criteria for types of events
- Use the Comprehensive Outdoor Recreation. Plan (CORP) to evaluate the City's 37 parks for its offerings of economic diversity and community inclusivity. (Progress: Evaluate 3-4 parks per year)



STRONG REGIONAL ALLIANCES

Strategic Goal

Organize and lead a regional collaboration with local municipalities to create a common message and destination plan for Wausau and the region.

Current State

While there is renewed interest and effort to collaborate on tourism and mental health services across municipalities in within Marathon County, regional communication and collaboration has been poor historically. Communities within the County have competed against each other for businesses and they market themselves individually rather than as an entire region, and there is no cohesive approach to economic development and marketing. Residents in Wausau are demanding increased transit from MetroRide, and it has been difficult to achieve the level of cooperation that would allow expansion of bus routes and schedules within the city and the towns immediately outside the city's boundaries.

Future State

Wausau will strengthen and expand its cooperative activities with all governments in the region, resulting in an open spirit of cooperation with other cities and the county, increased levels of service to Wausau residents and a cooperative approach to expanding, retaining, and recruiting new businesses and industries to the area. MetroRide services are expanded, serving the needs of Wausau and the surrounding towns and villages. The communities in the region work together to promote sustainable practices that protect our natural environment to ensure a sustainable legacy for future generations and mitigate the impacts of climate change. Residents will regard the natural environment as one of Wausau's most valuable and defining characteristics and visitors will enjoy the ease of access and proximity to natural areas and the community's many recreational opportunities.



Objectives

1. Create and lead a municipal regional coalition so that resources are optimized.
2. Explore the development of regional collaboration so a regional identity is established and a common shared vision and message is established and used.
3. Host waterfront activities such as parties and events to showcase regional unity through a natural resource.
4. Support and lead in green and eco-friendly efforts and initiatives for a cleaner, healthier, and sustainable environment.
5. Develop a plan for economic alignment for the region to build a skilled and available workforce.

Performance Measures

- Number and type of regional initiatives and partnerships with shared resources
- Regional branding and identity plan is completed and implementation progress is measured
- Increase in waterfront activities offered



AGE-FRIENDLY COMMUNITY PLAN

Letter from the Mayor

Wausau has embarked on a community-wide journey to make our city an even better place for residents of all ages and abilities. As the population of 65 years or older continues to increase in our region, we want to ensure that our community's older adults remain in their neighborhoods, living independently and with access to services, amenities and opportunities for community engagement. We are in the process of assessing our community, engaging with residents across the city and in our neighborhoods to learn more about their daily concerns and challenges. As we learn more, we will update our citywide Strategic Plan, as well as this companion Age-Friendly Community Plan to reflect the new information we receive. In the meantime, we intend to pursue age-friendly strategies within the goals and objectives of the Strategic Plan. These age-friendly components are captured here in this companion plan.

Our work going forward includes engaging with our city departments in incorporating an aging lens into all of our daily planning, programming, and services. We will look at our public spaces, buildings and parks to ensure they are meeting the needs of everyone. We will look at our restaurants, shops, museums and other entertainment venues to pave the way for inclusive entertainment. Working with employers, we will empower our older workers, strengthening the entire workforce by creating intentional cross-generational connections and mentorship. I invite you to join us as an advocate, ambassador or volunteer. Together, we will continue working with our community's older adults to honor and respect them and help to ensure for them an active, safe and healthy lifestyle.

Sincerely,

Katie Rosenberg



Introduction to Age-Friendly Communities

As the U.S. population ages and people stay healthy and active longer, communities must adapt. The American Association of Retired Persons (AARP) Network of Age-Friendly Communities helps participating communities become great places for all ages by adopting such features as safe, walkable streets; better housing and transportation options; access to key services; and opportunities for residents to participate in community activities. Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents – of all ages.

AARP has identified 8 Domains of Livability – features that impact the well-being of older adults – that help make communities more livable for people of all ages. The following are the 8 Domains of Livability and their descriptions:

- 1. Outdoor Spaces and Buildings:** People need public places to gather – indoors and out. Green spaces, seating and accessible buildings (elevators, zero-step entrances, staircases with railings) can be used and enjoyed by people of all ages.
- 2. Transportation:** Driving shouldn't be the only way to get around. Pedestrians need sidewalks and safe, crossable streets. Dedicated bicycle lanes benefit non-drivers and drivers alike. Public transit options can range from the large-scale (trains, buses, light rail) to the small (taxis, shuttles or ride share services).
- 3. Housing:** AARP surveys consistently find that the vast majority of older adults want to reside in their current home or community for as long as possible. Doing so is possible if a home is designed or modified for aging in place, or if a community has housing options that are suitable for differing incomes, ages and life stages.
- 4. Social Participation:** Regardless of a person's age, loneliness is often as debilitating a health condition as having a chronic illness or disease. Sadness and isolation can be combated by having opportunities to socialize and the availability of accessible, affordable and fun social activities.
- 5. Respect and Social Inclusion:** Everyone wants to feel valued. Intergenerational gatherings and activities are a great way for young and older people to learn from one another, honor what each has to offer and, at the same time, feel good about themselves.
- 6. Work and Civic Engagement:** Work does not need to be an all or nothing experience. An age-friendly community encourages older people to be actively engaged in community life and has opportunities for residents to work for pay or volunteer their skills.
- 7. Communication and Information:** We now communicate in ways few could have imagined a decade ago. Age-friendly communities recognize that information needs to be shared through a variety of methods since not everyone is tech-savvy, and not everyone has a smartphone or home-based access to the internet.
- 8. Community and Health Services:** At some point, every person of every age gets hurt, becomes ill or simply needs some help. While it's important that assistance and care be available nearby, it's essential that residents are able to access and afford the services required.

AGE-FRIENDLY COMMUNITY PLAN

Wausau's Age-Friendly Profile

The population over 65 years of age is typically entering retirement and requires services like accessibility to healthcare, senior facilities, universal housing and variety of transportation options to access services and programs. Wausau's population of 65 years or older increased from 15% of the total population in 2010 to 17% in 2020. While that is not significant growth, Marathon County's population of 65 years or older has increased by 30% over the last three decades and the state experienced a similar trend of 25% over 30 years. Although Wausau does not match the county and state trends in growth of this population cohort, the city has a higher percentage of population over 65 years of age than the rest of the region or the state. As members of the baby boomer generation continue to retire at a rapid pace, the need for an age-friendly approach to community living will be more important than ever.

Age-Friendly Community Vision and Values

Vision

In Wausau all residents can remain and thrive as they age and be a powerful resource in making our city a better, stronger, more inclusive community for everyone. Age-friendly means a place that is vibrant and livable for all ages, where daily life is healthy, safe and comfortable, people are well connected via transportation options, communication methods and plentiful social activities, and the community is enriched by the creation of intergenerational relationships.

Values

- Everyone is respected and included, regardless of cultural or religious background, language, sexual orientation, gender identity or gender expression, ability, socioeconomic status or geographic location.
- Age- and ability-friendly business development will have a positive effect on the community's economy.
- Residents of all ages, abilities, races or ethnicities, and socioeconomic statuses are involved in deciding priorities, shaping actions and bringing about change.
- Age-friendly environments and communities benefit all age groups.
- We will utilize, whenever possible, existing services and/or help to expand our capacity and new services will be created only when needed services are not available.

Age-Friendly Action Plan

The City will focus its initial efforts in the following Age-Friendly Domains:

Outdoor Spaces and Buildings

- Complete the expansion of the city's RiverWalk trail along the Wisconsin River in a manner that is totally accessible.

Transportation

- Support and advocate through the City's Bike and Pedestrian Committee alternative transportation with a heavy emphasis on bike paths and lanes and sidewalk improvements.
- Implement the City's Economic Development Committee resolution for more off-road trails and paths by applying for a transportation grant to implement these improvements.

Housing

- Expand living options for seniors by converting Riverside Terrace – an assisted living facility without a waiting list and full occupancy – to elder living where residents can hire their own in-home health providers.

Social Participation

- Continue to support The Landing senior center at the Wausau Woodson YMCA.
- Continue to support and connect the activities of the Aging and Disability Resource Connection, Optimists, Rotary, Elks, Golden Kiwanis and other services clubs that play a central role in connecting and engaging seniors in social activities.



ACKNOWLEDGEMENTS

This strategic plan is the result of the combined efforts of our City's residents, elected officials, employees and stakeholders. The City of Wausau would like to thank all those who participated in the months-long process of providing knowledge and insights. The City also expresses gratitude to the BerryDunn consulting team for providing direction and expertise throughout the various stages of the process and to Faithful Consulting for providing expert engagement of Wausau's Hmong community.

Strategic Planning Steering Committee

Katie Rosenberg, Mayor

Benjamin Bliven, Police Chief

Liz Brodek, Development Director

Ken Day, Community member

Jean Frankel, Executive Assistance to the Mayor

Leah Giordano, Library Director, Marathon County

Mary Anne Groat, Finance Director

Luis Melendez, Business Owner

Tim Van de Yacht, Community Member

Sarah Watson, Alderperson, 8th District

Meilyn Xiong, Business Owner

BerryDunn Consulting Team

Jonathon Grace, Principal

Michelle Kennedy, Project Manager

Charline Kirongozi, Facilitator

Faithful Consulting

Yenyee Lor, President



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 1600 Golf Club Road from SR-2, Single Family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 23-0210

Date Introduced: February 14, 2023

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

Section 1. **That the site of lands described as follows:**

SEC 18-29-08 PT OF N 1/2 FRL SW 1/4 – COM 300’ W OF SE COR N 200’ E
120’ N 526’ W 150’ S 726’ E TO BEG – PLAT OF SURVEY 7/6/2021, MORE
COMMONLY KNOWN AS 1600 GOLF CLUB ROAD

now comprising a part of SR-2, Single Family Residential-2 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to TF-10, Two Flat Residential-10 Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

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

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, January 17, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Dawn Herbst, Bruce Bohlken, George Bornemann.

Others Present: William Hebert, Brad Lenz, Andrew Lynch, Tara Alfonso, Brian Stahl, Shane Ley, Jackie Rodemeier, Denis Wolowski, Gerald Dennison, Karen Maier, Dustin Vreeland, John Chmiel, Trent Claybaugh

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 1600 Golf Club Road from SR-2, Single Family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Lenz said this is an oddly shaped parcel with only 35' of frontage. There is no way to divide the parcel due to the frontage amount. The petitioner is hoping to use the property for more than a single-family dwelling.

Shane Ley, Wausau Realty, said that he was asked to put the property up for sale. A new driveway was installed. The initial thought was to have two single-family dwellings on the property, but it cannot be done because of the frontage issue. A duplex would work at this property. Ley stated that Eau Claire has a lot of twin houses where two different people can own. This will be a quality constructed building.

Mayor Rosenberg opened the public hearing.

Jackie Rodemeier, 1614 Golf Club Road, said that she is here with the surrounding property owners and have a list of concerns. Rodemeier said that they thought it would be a 10-unit building, and not a duplex. There is a concern of noise with the construction and accidental property damage. When the driveway was installed, an herb garden was damaged. There is a concern of increased traffic and lighting. Rodemeier asked if there will be a parking lot and how snow would be removed. Rodemeier said that water pools in this area and asked what will be done with this issue.

Denis Wolowski, 1520 Golf Club Road, said that he echoes the same concerns and said that he wouldn't have purchased the property if he knew a duplex or apartment building would be built. The quietness and wildlife will be disrupted. Wolowski asked what the TF-10 zoning district could be used for. Hebert said that the district allows for duplex or two-flat units. A conditional use would be required for more units, but the property owners in the area would be notified of the request.

Gerald Dennison, 1512 Golf Club Road, said that this should stay residential. There is enough traffic now. There is terrible drainage at this property. It has been a swamp for over twenty years.

Karen Maier, 1510 Golf Club Road, said that this area is very wet in the spring from the swamp and sometimes the grass cannot get cut. The traffic in the area is a concern.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on rezoning 1600 Golf Club Road from SR-2, Single Family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Ley said that the concerns are pretty typical for any change in neighborhoods. This will be a high-quality duplex. The lighting will not affect the neighboring properties. Ley said that he was concerned about the

water issues and the buyer does have plans for that.

Bornemann asked about the topography of the parcel. Ley said that he walked the property and was concerned about it, but the buyer is comfortable with it. Bornemann asked where the building will sit. Ley said that he is not sure. It will be determined if the zoning is approved. It will probably be after the second house on the other side of the driveway.

Dennison approached the podium and stated that he got a message from Emily Peterson that said it would be a four-plex or eight-plex. Dennison said they do not want anything more than a single-family dwelling.

Watson asked about information on the frontage issue. Hebert said that the area was developed in the town and was annexed to the city. The property was originally looked at getting split, but the zoning code does not allow for it. TF-10 would allow for two-flat or single-family dwellings. Watson asked if additional units could be allowed. Hebert answered that they could through a conditional use. A public hearing would need to be held for that. Lenz said that the frontage is the issue; a parcel that size could hold multiple units if it had access.

Herbst stated that she would support a single residential, but not a two-flat.

Watson asked if the driveway could be considered frontage. Hebert said that a public street cannot be developed without a lot of work.

Bohlken said that a two-flat would not have more population density than what would be allowed in the zoning district and he does not see an issue with the zoning change. Bornemann said that he would have concerns if this was a higher density development. A two-flat development is very similar compared to what there is to the west side of the driveway. The lots have been for sale for quite a while.

Bornemann motioned to rezone 1600 Golf Club Road from SR-2, Single Family Residential-2 Zoning District to TF-10, Two Flat Residential-10 Zoning District. Bohlken seconded.

Mayor Rosenberg asked if this could come back if a duplex would be approved. Lenz said that a two flat would be allowed to proceed with the zoning change. Watson asked if renderings could be provided, if the rezoning is approved. Lenz said that there is not typically a requirement to see building plans for a rezoning. Hebert added that staff has control over density, setbacks and lighting through the zoning regulations. Hebert said that they could talk to the developer and request draft plans. Mayor Rosenberg said that the unknown is bothersome. Bohlken asked if this could be limited to a two flat. Lindman said that a two-flat or single family would be authorized, but any additional units would need to come back. Alfonso stated that people have the right by ordinance to ask for a conditional use for additional units and cannot be prohibited from requesting a conditional use in the future. Watson requested that a site plan be obtained before the council meeting.

The motion carried unanimously 6-0. This item will go to Common Council on February 14, 2023.



Memorandum

From: Andrew Lynch
To: Plan Commission
Date: January 11, 2023
Subject: 1600 Golf Club Road – Rezone from SR-2 to TF-10

Introduction

Petitioner David Framke is requesting a rezoning of 1600 Golf Club Road from Single Family Residential-2 (SR-2) to Two Flat-10 (TF-10) for the purpose of building residential units. The 1.92 acre parcel has a narrow 30 foot wide access to the Golf Club Road and is surrounded by homes zoned SR-2 in a wooded and hilly area.

Two Flat-10 zoning is intended to create, preserve, and enhance areas for single family detached and two flat dwellings at an approximate density of ten dwelling units per acre. TF-10 allows for up to two units by right and only requires a 30 foot street frontage.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff Comments:

This is a challenging parcel to develop due to the street frontage requirements. In addition, the rising elevation to the north side of the parcel limits the buildable area. The petitioner had previously inquired about splitting the parcel to allow for two single family homes. However, the lack of street frontage for a second parcel would not conform with the zoning code. A variance for the street frontage in a different zoning district would not apply as the 30 feet does not fall

within the 80% requirement. Urban Mixed Use (UMU) district is the only other option that allows a 30 foot frontage, however it does permit non-residential uses by right. Given the surrounding area, constraints, and shape of the parcel, TF-10 is an appropriate choice.

CITY OF WAUSAU
APPLICATION FOR ZONING MAP AMENDMENT

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): DAVID FRAMKE
Primary petitioner's Address (PRINT): 2068 THE POINT RD E, TOMAHAWK 54487
Primary petitioner's Telephone Number (with Area Code): 715-571-1948
Primary petitioner's representative to contact in case of questions about this petition:
SHANE LEY / WAUSAU REALTY INC.
(Name - PRINT)
231907 N. 72ND AVE WAUSAU 54401
(Address - PRINT)
715-297-2767
(Telephone No. with Area Code) Email Address

Names of additional petitioners, if any:

- SEAN CORSTEN
(PRINTED Name) (PRINTED Name)
1950 KOWALSKI RD. MOSINEE, WI. 54455
(PRINTED Address) (PRINTED Address)
715-675-4492
(Telephone No. / Email Address) (Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): NONE
Address (PRINT): _____
Phone No.: _____ Email Address: _____

Name (PRINT): _____
Address (PRINT): _____
Phone No.: _____ Email Address: _____

3. ADDRESS(ES) of property to be rezoned: 1600 GOLF CLUB RD.
(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: _____
B. **Proposed** zoning district classification(s) of the land included within the petition: TF-10
C. Existing land uses on land included within the petition: _____

D. Proposed land use(s) following rezoning: 2 FLAT UP AND DOWN DUPLEX

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): CONSIDERATION OF THE SIZE OF THIS PARCEL, IT IN MY OPINION IS LARGE ENOUGH TO ACCOMMODATE THE PROPOSED COMING CHANGE.
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner:

Dave Shank

Date:

12-16-22

IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.

Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.

⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

For City Use Only

Date received at City Hall: _____

Received by: _____

Amount submitted with application: \$ _____ Check Number: _____

Month requested for public hearing: _____

Requested Common Council meeting date for final approval: _____

Notes: _____



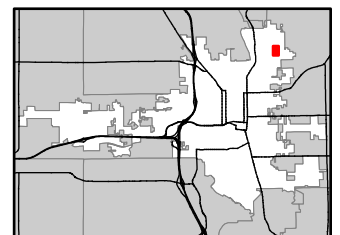
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 1/11/2023

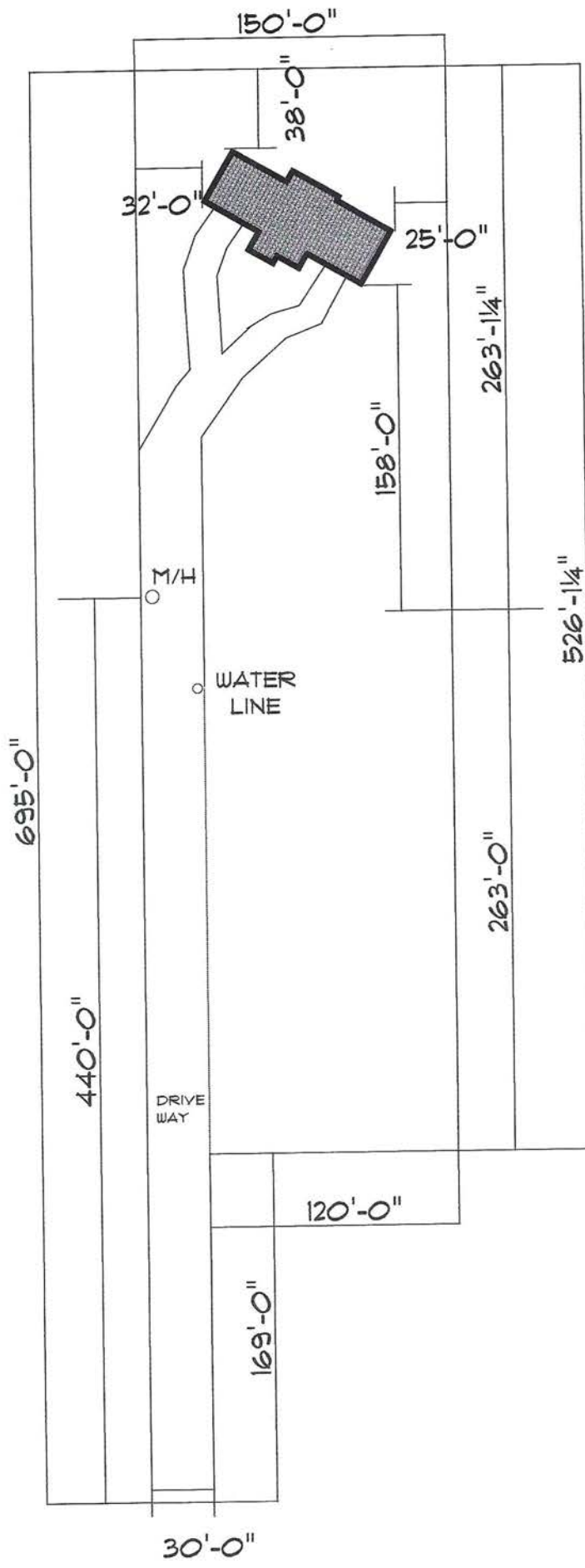
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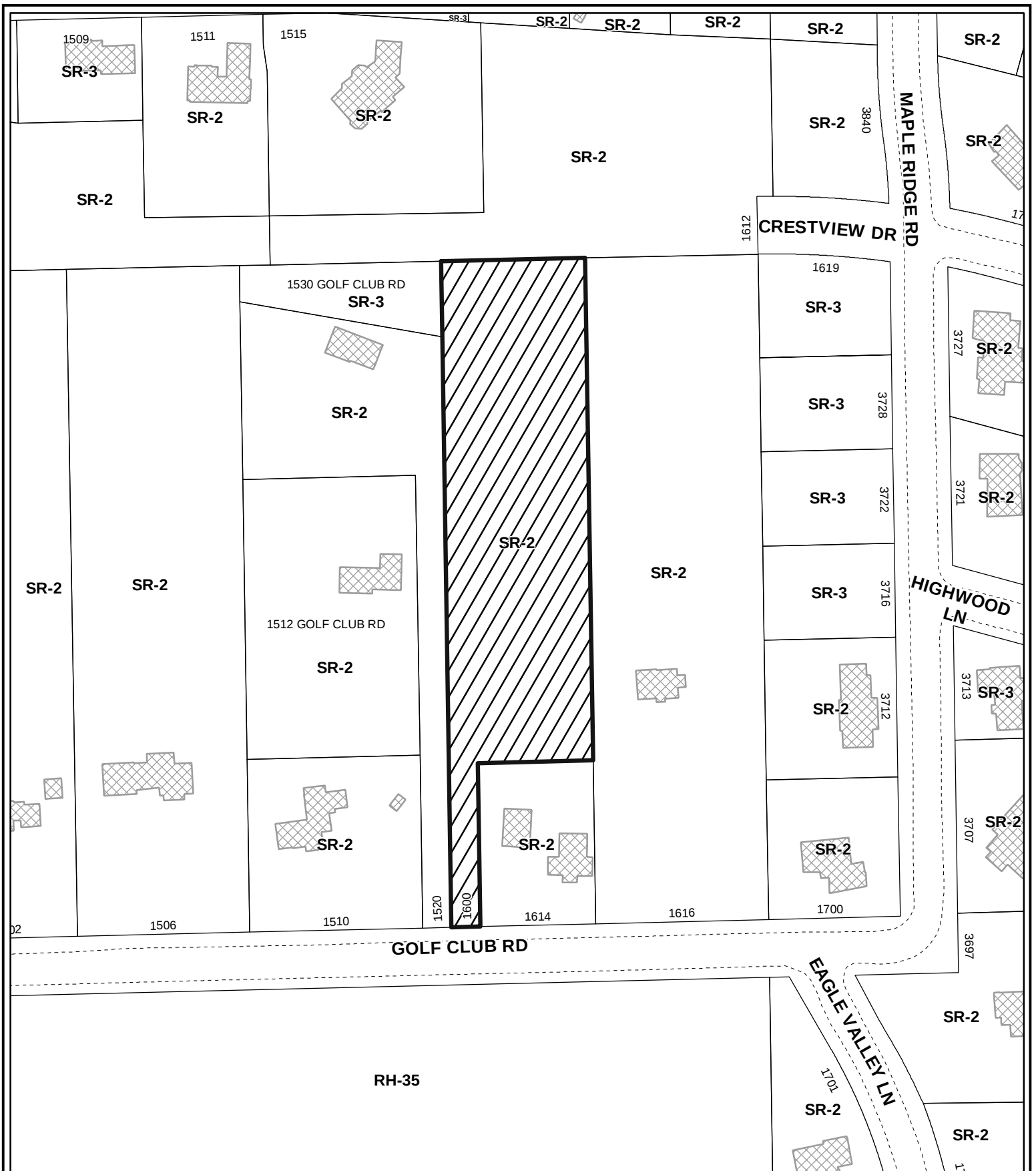
- Municipal Boundaries
- Parcel
- AE
- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- Red: Band_1
- Green: Band_2
- Blue: Band_3



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

Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 443-1200
www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

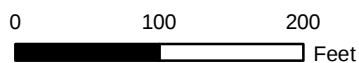




Map Date: January 4, 2023

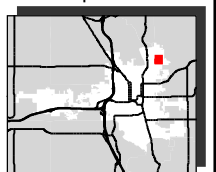
/citybase/projects/planning/mxds/rezone.mxd

City of Wausau Marathon County Wisconsin



- Area of Interest
- Building

Map Location



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and Urban Mixed Use Zoning District (Lot 1).

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 23-0211

Date Introduced: February 14, 2023

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

Section 1. That the site of lands described as follows:

THAT PT OF NW NE SEC 13-29-7 AS SHN ON CSM VOL 2 PG 17 BEG AT NE
COR OF SAID SURVEY WLY 125' SLY 147' ELY 125' NLY 135.25' TO POB,
MORE COMMONLY KNOWN AS 4308 NORTH 6TH STREET

now comprising a part of UMU, Urban Mixed Use Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to SR-5, Single Family Residential-5 Zoning District (Lot 2) and Urban Mixed Use Zoning District (Lot 1).

Section 2. This change in zoning shall be designated on the official city zoning map.

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

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, January 17, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Dawn Herbst, Bruce Bohlken, George Bornemann.

Others Present: William Hebert, Brad Lenz, Andrew Lynch, Tara Alfonso, Brian Stahl, Shane Ley, Jackie Rodemeier, Denis Wolowski, Gerald Dennison, Karen Maier, Dustin Vreeland, John Chmiel, Trent Claybaugh

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and UMU, Urban Mixed Use Zoning District (Lot 1).

Hebert said that the petitioner is available for questions. This corner property is zoned UMU and the property owners are looking to split the property and add a retirement home.

Mayor Rosenberg opened the public hearing.

Dustin Vreeland said that he is available to answer any questions.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on rezoning 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and UMU, Urban Mixed Use Zoning District (Lot 1).

Bornemann asked what the structure is to the west of the property. Hebert answered that it is a small residence.

Bohlken motioned to rezone 4308 North 6th Street from UMU, Urban Mixed Use Zoning District to SR-5, Single Family Residential-5 Zoning District (Lot 2) and UMU, Urban Mixed Use Zoning District (Lot 1). Herbst seconded, and the motion carried unanimously 6-0. This item will go to Common Council on February 14, 2023



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: William D. Hebert, Zoning Administrator
DATE: January 10, 2023

GENERAL INFORMATION

APPLICANT: Dandas Properties, LLC
LOCATION: 4308 N 6th St
EXISTING ZONING: UMU
REQUESTED ZONING: Proposed Lot 1 UMU, Lot 2 SR-5
PURPOSE: Change zone to allow construction of a dwelling on separate lot
SIZE OF PARCEL: .39 acres

BACKGROUND

This existing parcel has a small commercial building on the 6th Street side. The back half of the lot is a natural area. The property owners wish to split the lot and build a smaller retirement home next to their business.

STAFF COMMENTS

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff comments to the above criteria are as follows:

1. Section 23.01.03 of the code pertains to protecting the health, safety, morals, comfort, convenience, and general welfare of the public. The proposed amendment is not anticipated to negatively impact the public as the proposed zoning district is generally compatible with neighboring zoning districts.
2. From a land use perspective, the comprehensive plan encourages a mix of land uses – ones that are not incompatible with each other. The near area has a mix of single family, some multiple family, and light commercial / mini-storage in the neighborhood.

SR-5 is the requested zoning in order to meet the lot size requirements. SR-2, SR-3, and SR-5 are all zoning districts in the near area.

3. The intensity of uses would not change significantly.
4. The zoning map amendment is being proposed by the property owner to allow for a smaller sized retirement home.

RECOMMENDATION

Approve the zone change request.

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____

PART OF CSM 268-2-17, LOCATED IN THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 13, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

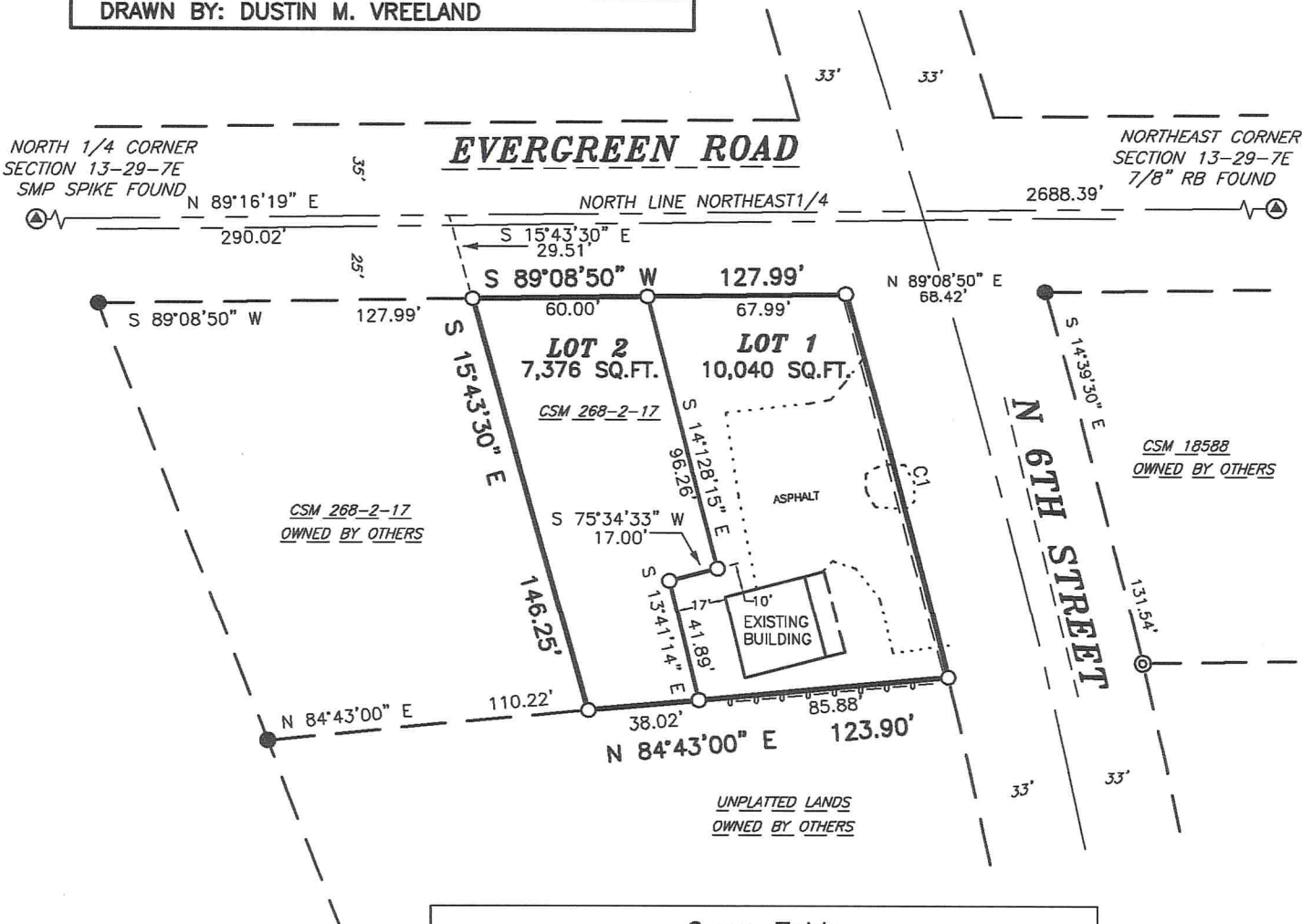
VREELAND ASSOCIATES, INC.
LAND SURVEYORS & ENGINEERS
6103 DAWN STREET WESTON, WI. 54476
PH (715) 241-0947 tim@vreelandassociates.us

PREPARED FOR: **ALYSSA GJERTSON**

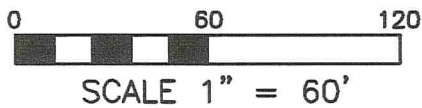
FILE #:22-0567 GJERTSON

DRAFTED BY: TIMOTHY G. VREELAND

DRAWN BY: DUSTIN M. VREELAND



Curve Table				
Curve #	Radius	Arc Length	Central Angle	Chord
C1	2832.00'	135.88'	2°44'57"	N 14°56'42" W 135.87'



BEARINGS REFERENCED TO THE
NORTH LINE OF THE NORTHEAST 1/4
BEARING N 89°16'19" E PER
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) MAD83 (2011)

LEGEND

- ⊕ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 0.75" x 24" REBAR 1.502 POUNDS PER FOOT SET
- = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- ⊙ = 1.66" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP
- — — — — = EXISTING FENCE
- - - - - = SECTION LINE
- - - - - = CENTERLINE OF ROAD

CERTIFIED SURVEY MAP
MARATHON COUNTY NO. _____

PART OF CSM 268-2-17, LOCATED IN THE NORTHWEST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE
DIRECTION OF ALYSSA GJERTSON, I SURVEYED, MAPPED AND DIVIDED PART OF CERTIFIED SURVEY
MAP NUMBER 268, RECORDED IN VOLUME 2 ON PAGE 17, LOCATED IN THE NORTHWEST 1/4 OF
THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13; THENCE N 89°16'19" E
ALONG THE NORTH LINE OF THE NORTHEAST 1/4 290.02 FEET; THENCE S 15°43'30" E 29.51
FEET TO THE SOUTH LINE OF EVERGREEN ROAD AND TO THE POINT OF BEGINNING; THENCE
S 15°43'30" E 146.25 FEET; THENCE N 84°43'00" E ALONG THE SOUTH LINE OF SAID CERTIFIED
SURVEY MAP NUMBER 268 123.90 FEET TO THE WEST LINE OF N. 6TH STREET; THENCE 135.88
FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST WHOSE RADIUS IS 2832.00 FEET,
WHOSE CENTRAL ANGLE IS 2°44'57" AND WHOSE CHORD BEARS N 14°56'42" W 135.87 FEET TO
THE SOUTH LINE OF EVERGREEN ROAD; THENCE S 89°08'50" W ALONG THE SOUTH LINE OF
EVERGREEN ROAD 127.99 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS,
RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE
LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

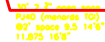
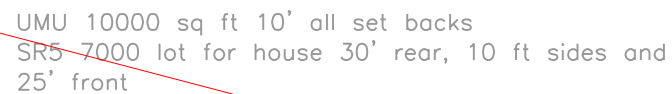
THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN
SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN
ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF CITY OF WAUSAU, ALL TO THE BEST
OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 5TH DAY OF DECEMBER, 2022
SURVEY PERFORMED NOVEMBER 18TH, 2022

TIMOTHY G. VREELAND P.L.S. 2291

I, _____
CITY OF WAUSAU, ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON
COUNCIL, DO HEREBY CERTIFY THAT THE
ATTACHED CERTIFIED SURVEY MAP HAS BEEN
REVIEWED AND THERE ARE NO OBJECTIONS
TO RECORDING THIS CERTIFIED SURVEY MAP
IN THE REGISTER OF DEEDS OFFICE.

DATE _____

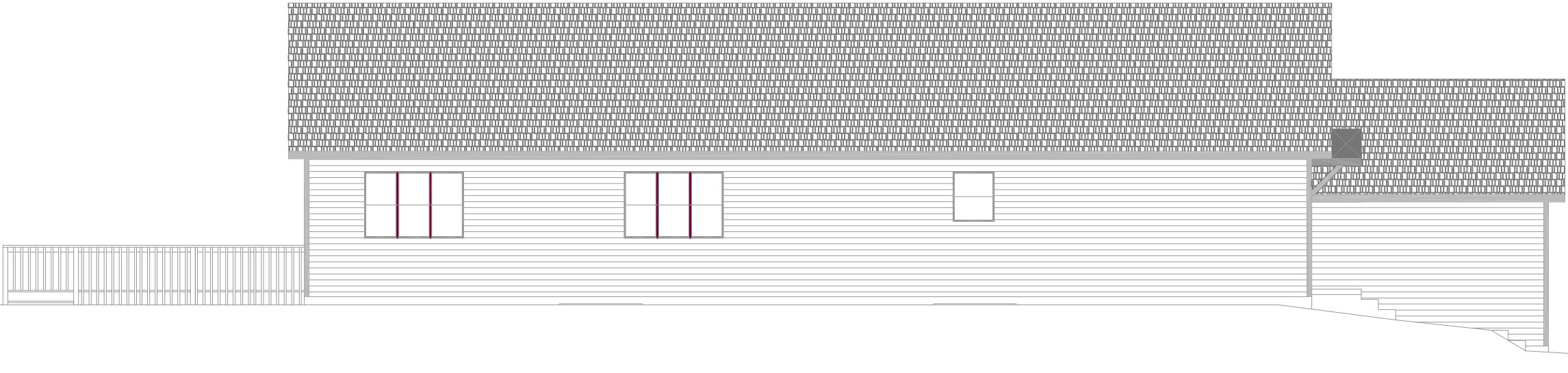


DRAWN BY: Steven J Reif

Prints, Drawings and Designs are intellectual property of Elite Construction & Landscaping LLC & Steven J Reif. Unless a specific drafting or design fee has been paid. As such it is prohibited to disseminate these materials to any other entity or use for any permitting process by those other than Elite Construction & Landscaping LLC. Unless noted here as released with the accompanying signature of Steven J Reif and dated.

Authorizing Signature:	Date:
-------------------------------	--------------

	See note above
Authorizing signature:	Date:



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Authoring Signature

Date

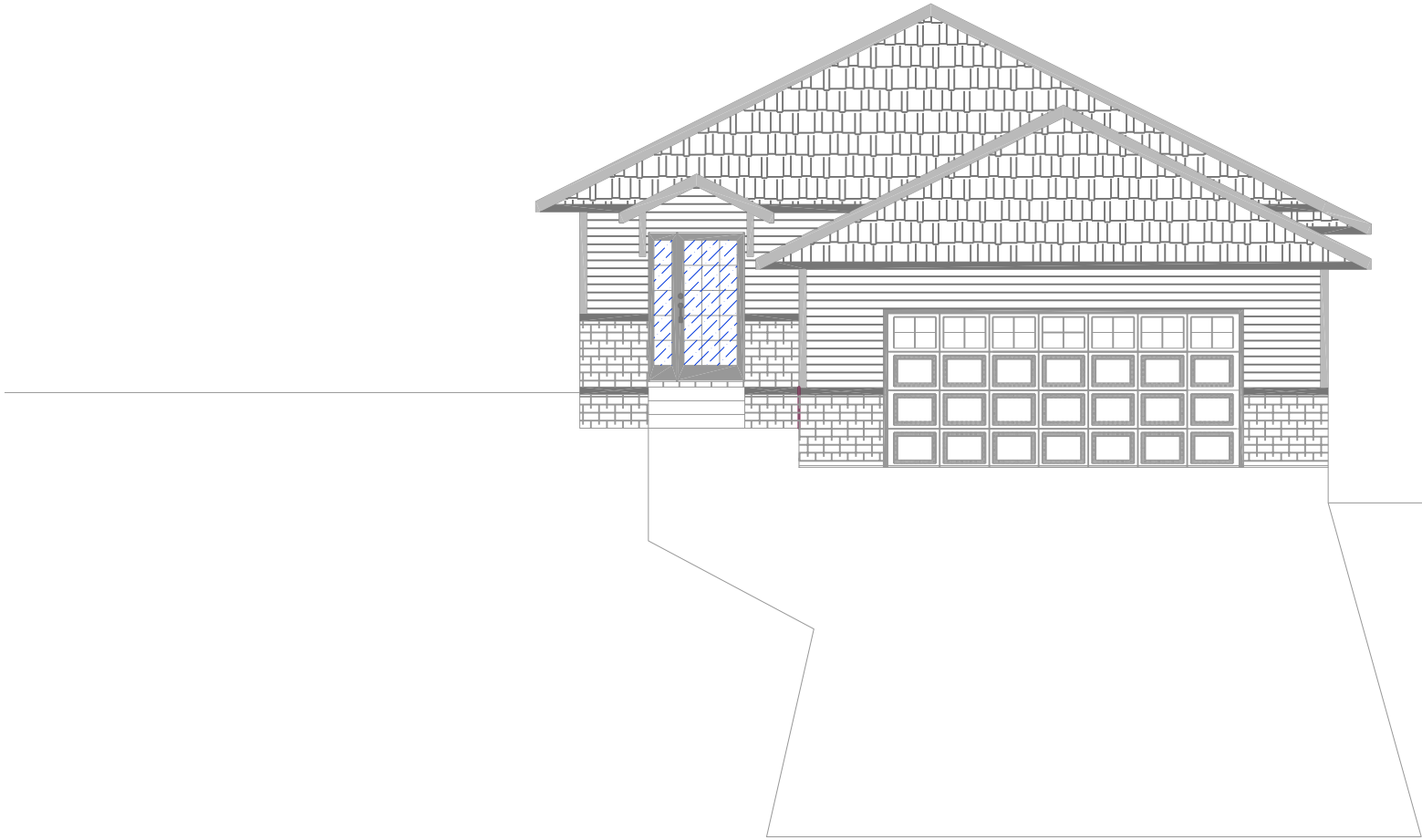
See note above

Authoring signature

Date

Elite Construction &
Landscaping LLC
229080 S 25TH STREET
Wausau, WI 54403
elite@solarus.net &
steve@elitecl.com

DRAWN BY: Steven J Reif



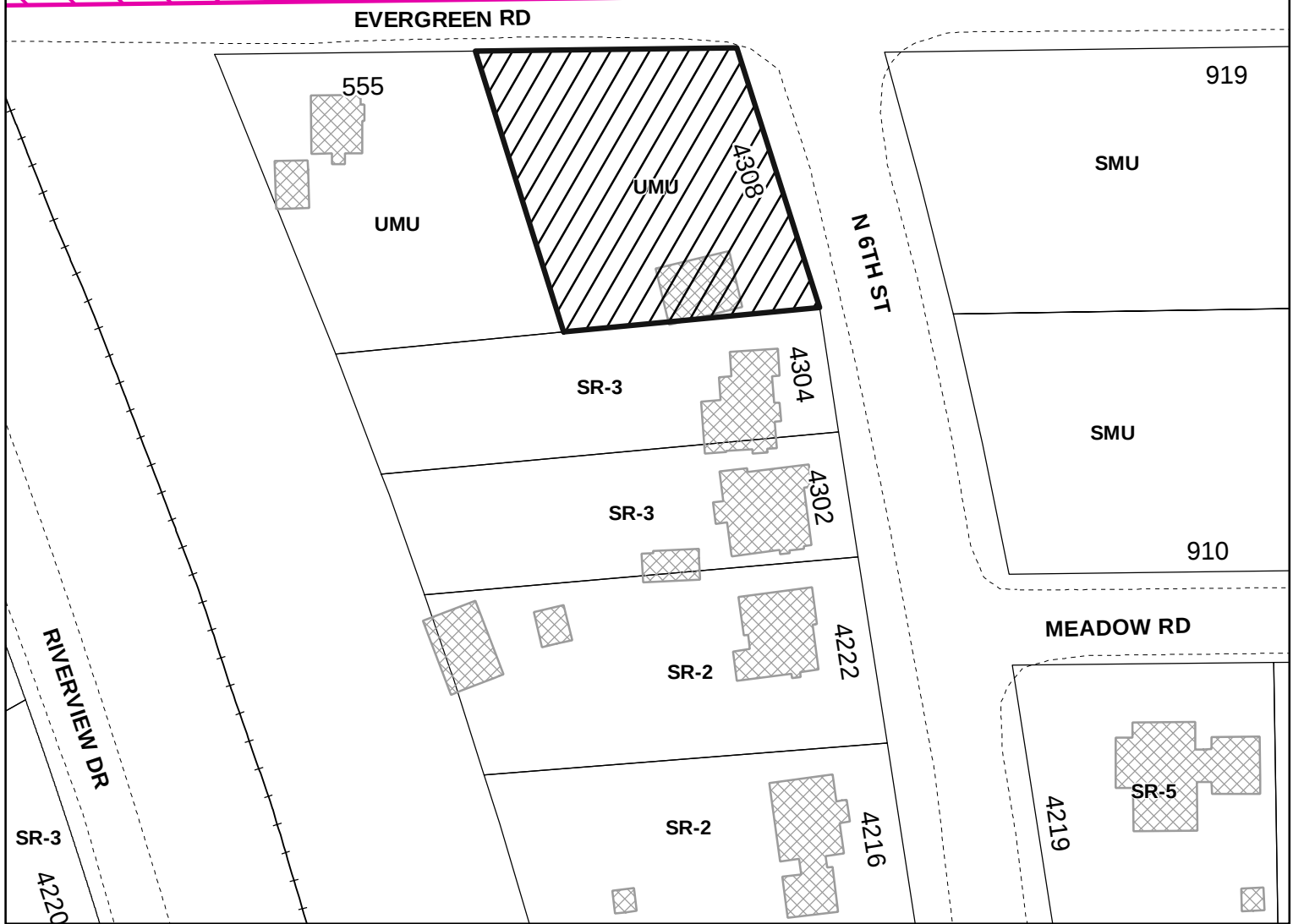
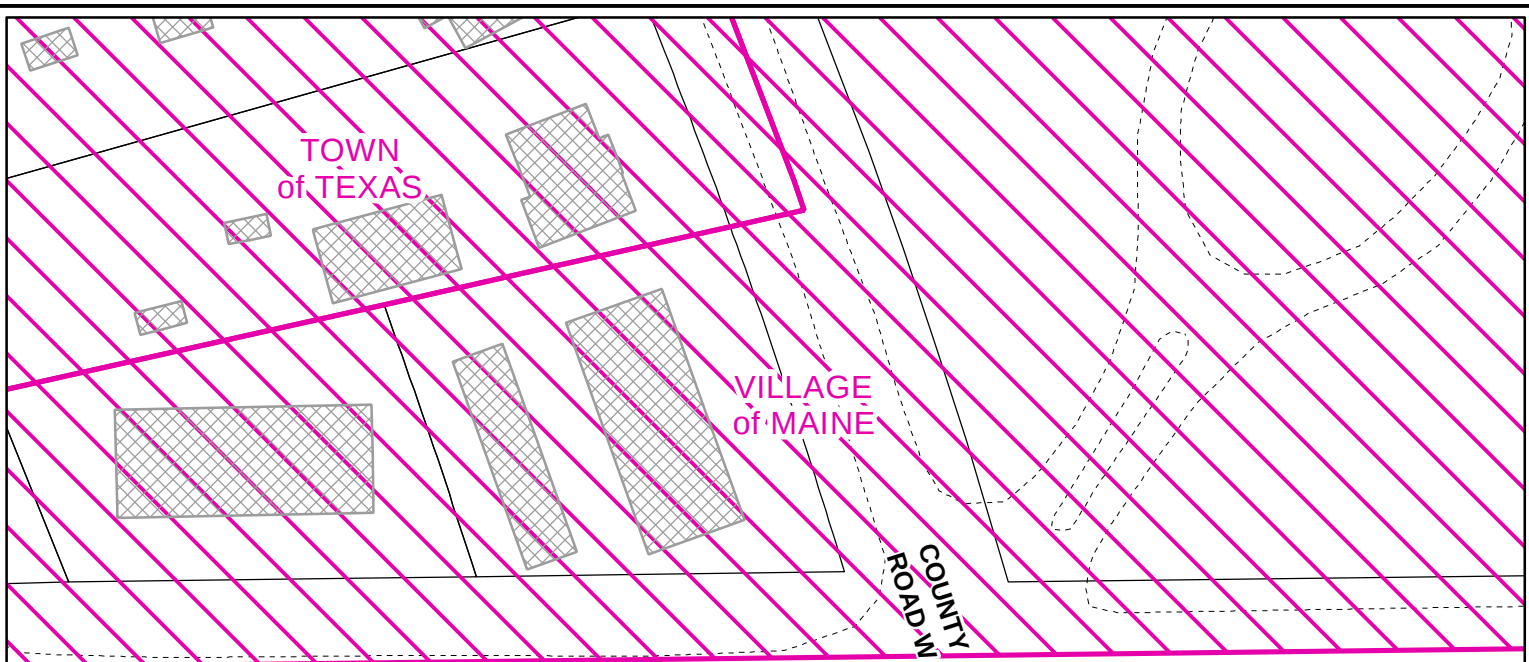
DRAWN BY: Steven J Reif

Elite Construction &
Landscaping LLC
229080 S 25TH STREET
Wausau, WI 54403
elite@solarus.net &
steve@elitecl.com

Authorizing signature Date

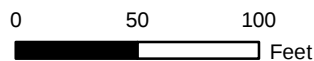
Authorizing signature Date

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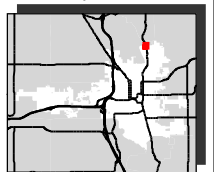


Map Date: January 4, 2023

City of Wausau
Marathon County Wisconsin



Map Location



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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Wireless Telecommunications Equipment and Service Agreement with New-Cell, LLC
d/b/a Cellcom

Committee Action: *Pending*

Fiscal Impact: Approx. \$42,000 annually

File Number: 14-1009

Date Introduced: February 14, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Department budgets</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: about \$42,000</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, on November 24, 2020, Council approved a two-year renewal contract for cellular services with New Cell, Inc. d/b/a Cellcom; and

WHEREAS, the contract expired February 5, 2023 and the city wishes to enter into a one year contract with New Cell, Inc.; and

WHEREAS, your Finance Committee, on February 14, 2023, recommended entering into a one year contract.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized to execute a one year contract with New Cell, Inc. d/b/a Cellcom for wireless telecommunications equipment and service.

Approved:

Katie Rosenberg, Mayor

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT ("Agreement") is made, entered into, and effective this ____ day of _____ 2023, by and between **NEW-CELL, LLC.**, a Wisconsin limited liability company, doing business as Cellcom, ("Cellcom"), and City of Wausau, ("Customer").

Section 1 – Provision of Telecommunications Services and Related Equipment

A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service lines ("Line" or "Lines") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 89 Lines ("Line Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Cellular Telephone Equipment and Service Agreement in the form attached as Exhibit B which shall also govern the availability of the services on each Line.

B. Flex Plan Lines Not Eligible. Customer acknowledges and understands that any lines purchased through Cellcom under Cellcom's Flex plan are not covered by this Agreement and are not eligible for the rates, terms and conditions contained in this Agreement. Lines purchased under the Flex plan must comply with the terms and conditions contained in the Flex agreement.

Section 2 – Rates and Charges

A. Monthly Service Charges. Each Line maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

B. Additional Air Time, Text, Data and Roaming Charges. Each Line maintained by Customer pursuant to this Agreement shall include the allotment of included air time, text messages and data packages, if applicable, for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for services used in excess of such allotment for each Line, with each Line considered individually for these purposes. Additionally, Customer shall incur additional roaming charges for services utilized outside the "home" area identified in Exhibit A.

C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service and associated charges for using Cellcom service, including, but not limited to, additional air time, text messages, data usage, roaming charges and additional equipment expenses incurred by all Lines maintained by Customer pursuant to this Agreement. Customer shall pay each such invoice within 30 days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1.5 %, or the highest amount allowed by law, whichever is lower.

Section 3 – Term, Renewal and Termination

A. Initial Term. The Initial Term of this Agreement shall be one year, commencing on the date first written above and ending on the first anniversary thereof.

B. Renewal Term. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive one-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term.

C. Termination. This agreement may be terminated prior to the end of the Initial Term, or Renewal Term if applicable, as follows:

i. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of creditors; or, (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within 90 days of commencement.

ii. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be 10 days for a monetary default and 30 days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

iii. Mutual Agreement. This Agreement may be terminated at any time by mutual, written agreement of Cellcom and Customer.

D. Early Termination of Lines and Effect of Non-Renewal of Agreement.

i. Termination of Lines. Customer may, at any time during the Initial Term, or Renewal Term if applicable, terminate one or more Lines maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Lines than the Line Minimum, Customer must also pay to Cellcom a "Termination Fee," as detailed below in this subsection, for each terminated Line below the Line Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Line(s) falling below the Line Minimum.

a. For each Standard Device activated on the terminated Line(s), the Termination Fee is \$175.00, which amount shall be reduced by \$5.00 for each completed month of the term of this Agreement; and

b. For each "Smart Device" activated on the terminated Line(s), the Termination Fee is \$350.00, which amount shall be reduced by \$10.00 for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Lines, this Agreement shall remain in effect as to all other Lines maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the line allowance provided to Customer based on the number of remaining Lines and the remaining time left in the then-current Term.

ii. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement at the end of the Initial Term, Customer shall pay to Cellcom \$175.00 for each Standard Device and \$350.00 for each "Smart Device" activated within the final 90 days of the Initial Term. Upon the expiration of the Initial Term, or Renewal Term if applicable, Customer may maintain Lines established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Lines shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

iii. Standard Device; Smart Device. "Standard Device" is defined as a device that is not a smartphone. "Smart Device" is defined as a device that is a smartphone.

Section 4 – Miscellaneous

A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties and no term or condition

contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom: New-Cell, LLC
 d/b/a Cellcom
 1580 Mid-Valley Drive
 De Pere, WI 54115

If to Customer: City of Wausau
 407 Grant St.
 Wausau, WI 54403

D. Conflict of Terms and Conditions. In the event that there is a conflict between the terms and conditions of this Agreement and those as set forth in the Cellular Telephone Equipment and Service Agreement found in Exhibit B, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW-CELL, LLC

By: _____
 _____ Its _____

CUSTOMER

By: _____
 _____ Its _____

EXHIBIT A

Rate Plan and Line Features

Customer may upgrade up to 47 lines at promotional equipment pricing during the one-year term of this agreement. Any upgrades provided above 47 will require retail equipment pricing.

Customer will receive a 20% accessory discount with a maximum discount of \$15 off the retail price of accessories when purchased through Business Sales Representative.

A simple, easy to understand plan.

Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail¹, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.^{2,3,4}
- Shareable Data for all devices on your account on the same plan.

*Visual Voicemail available on select devices.

^{A2}See cellcom.com for international messaging details.

STEP 1: Choose your Data Packages

Plan Options for up to 10 devices per package

Shared Data	500MB	1GB	3GB	6GB	10GB	15GB
Monthly Data Charge	\$20	\$25	\$40	\$55	\$70	\$80

Plan Options for up to 25 devices per package

Shared Data	25GB	35GB	45GB	55GB
Monthly Data Charge	\$105	\$160	\$205	\$250

Plan Options for up to 50 devices per package

Shared Data	75GB	100GB
Monthly Data Charge	\$340	\$450

Cellcom recommends 1-2GB per Smartphone on your account. Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

Data overage is charged at \$20/500MB on the 500MB plan, and \$15/GB on 1GB+ plans.

STEP 2: Add Phones or Devices to Your Business Share Plus Plan

Line Access Fees/month	2 year Agreement	No Contract*
Smartphone	\$35/mo.	\$20/mo.
Basic Phone	\$20/mo.	
Hotspots/USB Modems	\$10/mo.	
Tablets	\$10/mo.	
Connected Devices	\$5/mo.	

*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Share Plus Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cel.com.com/flex for details.



Manage and monitor your data usage:

- To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>

- Change your data allowance at any time without extending your contract.

Add Ons for Share Plans (per line)

Delphi Connect	\$5.00/month	Manufacturing	\$6.99/month
Fleet for Vehicles/Assets	\$15.00/month	Nquire/411 Directory Assistance	\$1.99/per use
Fleet for Smartphone	\$10.00/month	Call Forwarding	\$0.99/month
Fleet Mobile Worker	\$20.00/month	Detail Billing	\$0.99/month
		Handset Protection	refer to eSecureNet brochure

refer to eSecuritel brochure

International Long Distance & Text

International Dialing	pay per minute
International Dialing Discount Package	\$3.95/month

Refer to cellcom.com for current long distance rates by country and international roaming options.

Business Unlimited Plan

Enjoy unlimited nationwide talk, messaging, and data



Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail¹, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.^{**}

¹Visual Voicemail available on select devices.

^{**}See cellcom.com for international messaging details.

Choose Your Unlimited Data Plan

	Monthly Charge ^a	Max. # of Devices that can Share Data
1 Line	\$60	N/A
Multiple Lines	\$95	10

Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

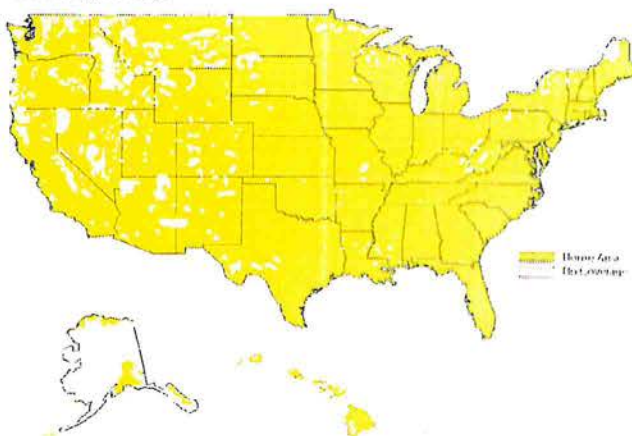
^aPricing is with autopay (checking and savings accounts only) and paperless bill discount of \$5 for one line and \$10 for multiple lines (\$65 for one line and \$105 for multiple lines).

Add Phones or Devices to Your Plan

Line Access Fees/month	2 year Agreement	No Contract ^a
Smartphone	\$40/mo.	\$20/mo.
Basic Phone	\$20/mo.	\$20/mo.
Mobile Broadband/USB Modems	\$25/mo.	\$20/mo.
Tablets	\$25/mo.	\$20/mo.
Connected Devices	\$10/mo.	\$5/mo.

^aNo contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Unlimited Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/flex for details.

Coverage Map:



Plan Add Ons (per line)

Spartan Camera Premium ^A	\$4.00/month
Fleet for Vehicles/Assets	\$15.00/month
Fleet for Smartphone	\$10.00/month
Fleet Mobile Worker	\$20.00/month
Usage Controls ^a - each line	\$0.99/month
MultiRing	\$6.95/month

Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month
Detail Billing	\$2.99/month
Handset Protection	refer to brochure
Hours of Service	\$20/month
Hours of Service w/ Fuel Tax	\$30/month

International Long Distance & Text

International Dialing	pay per minute
International Discount Calling	\$5/month/line

Unlimited calls to Canada and Mexico and a discount per minute long distance rate to other countries.

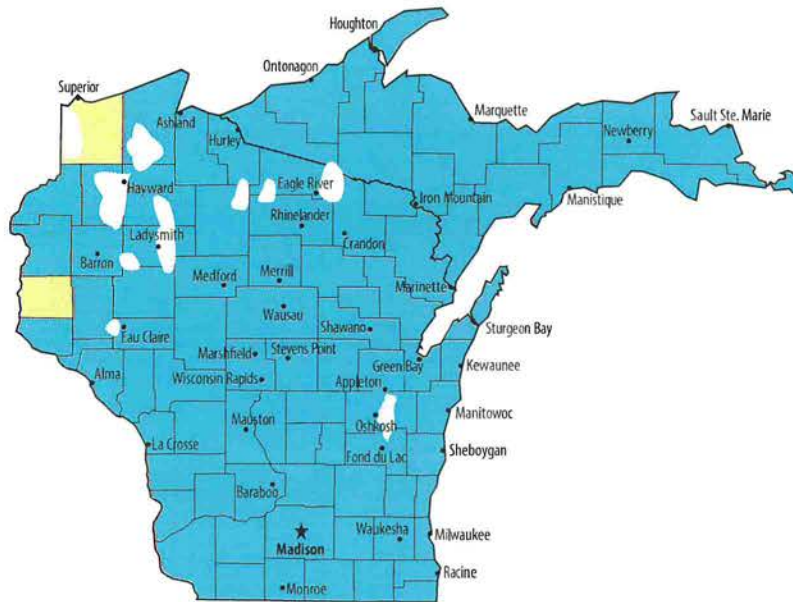
Refer to cellcom.com for current long distance rates by country and international roaming options.

Important Information: An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than seventy-five percent (75%) of the customer's overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from Nationwide Minutes while within the Cellcom designated area. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Discount Calling Package has a monthly feature charge in addition to reduced international long distance rates. Cellcom reserves the right to terminate this feature if less than seventy-five percent (75%) of the customer's international overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Unlimited Voice services are for live dialog between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: Data monthly charge will be charged to the primary line on the Business Unlimited Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at www.cellcom.com/AUP. Sending and receiving picture messages may deduct from your data allowance. Usage Controls: It may take up to 60 minutes for changes to usage control settings to take effect. Due to delays in system reporting, actual data usage may take up to 24 hours to register and you may exceed the usage limit set before data usage is blocked or a warning received. Overage charges will apply to any usage over your shared data plan allotment regardless if you have Usage Controls on your account. Unlimited Data Plan: After 22GB per line per billing cycle for smart and basic phones and 10GB per line per billing cycle for mobile broadband, tablets and connected devices, data speeds will be slowed to 200 Kbps to 500 Kbps. Autopay (checking and savings accounts only, no credit or debit cards) and paperless bill required for the discounted data rates of \$5 per month for single lines and \$10 per month for multiple lines on the Business Unlimited Plan. Cellcom reserves the right to switch customer to another data plan if less than seventy-five percent (75%) of the customer's overall data usage are used in Cellcom's licensed market during any three month period during the term of this agreement. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0855. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A line set up fee and early termination fee may apply. If applicable, the early termination fees may be reduced proportionately to the remaining months of the term of the agreement. Universal Service Fund (USF) and regulatory and other recovery fees charged on all service lines. An E911 fee or Police & Fire Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or www.cellcom.com/fees for details.

Preferred Regional Government Plan

Unlimited Domestic Incoming Messages

connect
employee made easy
Included



Home Area
Nationwide roam at \$.75 per minute

Included Features

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|Txt Messages
- FREE Detail Billing

Monthly Rate \$0.00

Additional Airtime \$0.05

Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.

Important Information: Eligible municipalities include counties, cities, villages, towns, school districts, board of school directors, sewer districts, drainage districts, technical collage districts or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.

An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge.

Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a Cellcom retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

EXHIBIT B

Cellular Telephone Equipment and Service Agreement

TERMS AND CONDITIONS OF SERVICE

These terms and conditions for Wireless Service ("Service"), Cellular Telephone Equipment, and/or Wireless Devices ("Equipment") is between Nightlight Wireless, LLC, a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 and b/a and hereinafter referred to as "Cellcom", and the party whose name(s) appear on the agreement (the "Agreement").

1. EFFECTIVE DATES.

These terms and conditions shall become effective on the date the agreement is signed.

2. EQUIPMENT AND SERVICES.

8. **Equipment.** Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or expense arising from delay in delivery thereof attributable to matters outside of Cellcom's control. Customer is dissatisfied with the quantity of goods received. Customer shall make Customer's objections hereto in writing and by mail, addressed to Cellcom at its address as set forth above, within fifteen (15) days of delivery of such Equipment. If such notice of dissatisfaction by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to the terms of this Agreement and are satisfactory.

B. Services: Services hereunder shall only be available to Equipment properly equipped and installed to accept such Services. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed without notice, due to equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operation of the system.

C. Common Provisions. Each financially responsible individual, business or entity identified on the agreement heretofore shall be jointly and severally responsible for payment of all equipment purchase charges, all service charges and all toll charges related to Customer's access number. A service charge shall be assessed for the cellular system, whether the call is incoming or outgoing and whether made from in or out of Cellcom's service area. Neither the Equipment nor the Service shall be used in violation of any applicable federal, state or local law, nor shall the same be used in such manner as to reasonably interfere with the use of the Services by one or more other customers.

3. LIABILITY DISCLAIMER AND INDEMNIFICATION:

A. EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EQUIPMENT REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE OR REPAIR (COLLECTIVELY, "REPAIRS") OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION ON THE PART OF CELLCOM. CUSTOMER'S USE OF THE EQUIPMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, CELLCOM'S OBLIGATION TO PERFORM SUCH REPAIRS IS LIMITED TO THE REPAIRS OF THE EQUIPMENT. CELLCOM DOES NOT WARRANT THE QUALITY OF ANY SUCH SUBSEQUENT AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY DEFECTS IN REPAIRS PERFORMED BY CELLCOM SHALL BE LIMITED TO THE COST OF SUCH REPAIRS, AND UNDER NO CIRCUMSTANCES, SHALL CELLCOM BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOSS OF PROFITS, REVENUE, OR BUSINESS, OR ANY OTHER DAMAGES. EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, CELLCOM DOES NOT WARRANT, OR GUARANTEE, THAT ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM OR THE MANUFACTURER OF SUCH EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

C. ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:

1) Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Celcom, its employee, agents or others.

2) Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services.

3) Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Customer's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss of any transmission or the information contained therein.

D. INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Cellcom may incur in defending itself against any of the foregoing arising from Customer's use or non-use of the Service.

other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

4. TERMINATION OF SERVICE.

A. Customer may terminate this Agreement prior to the expiration of its Agreement term specified on the agreement herof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than (10) business days after Cellcom's receipt of Customer's notice). Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" prior to the effective date of Customer's termination. If Customer obtained a "Smart Phone" for use on Customer's account, the Service Cancellation Charge will be One Hundred and Fifty Dollars (\$150.00), reduced by Ten Dollars (\$10.00) per month for each completed month of the term of this Agreement. If Customer obtained a "Basic Phone" for use on Customer's account, the Service Cancellation Charge shall be One Hundred and Fifty Dollars (\$150.00), reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement. If Customer obtained a "Smart Phone" for use on Customer's account, the Service Cancellation Charge shall be Seventy-Five Dollars (\$75.00), reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement. Equipment used with a Flex agreement, Customer shall pay to Cellcom any balance remaining due for any Equipment purchased upon termination of service. Customer acknowledges and agrees that Cellcom will suffer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of these damages and shall be construed as liquidated damages, and not a penalty.

B. Cellcom may, after giving prior written notice to Customer, terminate or discontinue or restrict Customer's Service if: (1) Customer fails to pay any charge due or otherwise violates any term of this Agreement; (2) Customer falls into arrears on billings; (3) Customer calls Cellcom's number (800) 976-2263 more than five times per month; or (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during a (3)-month period under the term of this Agreement. In addition, Cellcom may discontinue Customer's Service without prior notice if: (4) Customer's Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any harm to Cellcom or any other person; (5) Customer channels B assists a third party in committing cellular or subscriber fraud; "cellular fraud" is defined as the unauthorized use, possession, or transfer of another person's cellular telephone equipment, such as a mobile phone, to obtain service from a wireless provider; or (6) Customer attempts to transmit the electronic serial number and telephone number belonging to other devices. "Subscriber fraud" is defined as the intentional use of wireless services using fraudulently obtained customer information to other devices.

C. In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Cellcom prevails in such efforts, Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorney's fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

D. The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.

A. Callicom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights of interest through usage, publication or otherwise.

8. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Service, and the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed to the Service Company (including the Service Cancellation Charge and any amounts that appear on the final invoice) shall become immediately due. If a transfer is requested, the Service Company will not terminate, and Customer will continue to be responsible for all other charges (not the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

5. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay all charges on calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted. Customer's billing cycle shall be calendar month. Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of the Agreement. The Customer has signed, including but not limited to, Customer's rate plan and rates charged to Customer, and may apply for a new rate plan, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer, if, after receiving any such notice, Customer desires to terminate this Agreement with Cellcom. Pursuant to this Agreement, upon receipt of a written notice from the Customer, Cellcom shall, within thirty (30) days of receipt of such notice, terminate the Agreement with the Customer and shall not thereafter have any right to terminate the Agreement due to such amendments. If the Customer utilizes the Services or makes payment to Cellcom hereafter, Customer will not be assessed an early termination fee. Notwithstanding the foregoing, if the Customer utilizes the Services or makes payment to Cellcom hereafter have any right to terminate the Agreement due to such amendments.

[illegible]

D) In the event Customer accesses or uses Cellcom's messaging or data services, Customer shall be responsible for all charges and the prompt payment by Customer of such charges. The activity or whether the Customer's equipment actually received the data. This includes, but is not limited to, the amount of data used (text messages, pictures, video, etc.), additional data usage in accessing, transporting and storing the data, and the amount of time spent downloading the data. Customer agrees that successful attempts at accessing, downloading, or reaching websites or user applications. The charges for Customer's access to or use of the messaging or data services shall be in addition to any specified in Customer's rate plan. Messaging and data usage may be charged against a feature package or on a fixed price per unit. Customer may not utilize airtime or any other benefit specified in Customer's rate plan as payment or credit towards Customer's access to or utilization of Cellcom's messaging or data services. Downloads cannot be transferred if equipment is returned, upgraded or exchanged or lost. Estimates of data usage may vary from actual usage. Data usage is measured and billed in kilobyte increments. Partial kilobyte increments of use will be rounded up to the next full kilobyte. Unused kilobytes are not carried over to the next billing cycle. Customer may not receive voice calls while using data services. Customer may have access to "Premium Services" that are available for an additional charge. Premium Services include using data services. Customer may delete premium and non-premium items downloaded to their storage areas. Cellcom may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day or other period). We may terminate your access to, and use of, Cellcom's messaging and data services if you misuse, attempt to misuse, or violate our policies. Data services without limit for any misuse. Customer's access to, and use of, Cellcom's messaging and data services is further governed by Cellcom's Data Service Policy located at [http://www.cellcom.com/AUP](#). Among other things, the Data Acceptable Use Policy provides that Cellcom may terminate Customer's access to or use of Cellcom's messaging or data services at any time and without notice if Customer violates any term or condition of the Data Acceptable Use Policy.

E. When Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer may not receive Customer's check back from Customer's financial institution.

7. MISCELLANEOUS PROVISIONS

Entire Agreement. These terms and conditions, together with all agreements and any other documents referenced herein, shall constitute the entire agreement between the parties, and no modification or amendment to the agreement herein may be modified or waived, except in writing signed by an authorized representative of Celcom. The acceptance by Celcom of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Celcom's claims hereunder.

3. Assignment and Interpretation. These terms and conditions shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto; provided, however, that Customer may not assign this Agreement, or any of its rights or obligations hereunder, to any third party without the prior written consent of Cellcom. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

c. Severability. The invalidity of any provision of these terms and conditions shall not affect the validity of the remainder of the provisions hereof.

11. C. Cellocom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Cellocom. Upon termination or expiration of this Agreement, Cellocom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in writing, Cellocom shall refund the security deposit prior to the expiration or termination of this Agreement. Cellocom shall refund the security deposit to Customer if the following conditions are met:

12. Customer paid to Cellocom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellocom's invoices for a period of not less than twelve (12) consecutive months; and

13. Customer's most recent bill has likewise been paid in a full and timely fashion.

3.3) Cellcom has received a verbal or written request for the refund. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

[illegible]

Technology Enhancements. Cellcom reserves the right to change your Equipment's software or programming, over the air, without notice.

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving underfilling the Deputy Assessor position with a Property Appraiser position

Committee Action: Approved 5-0

Fiscal Impact: Difference in the Deputy Assessor's salary and the salary of the Property Appraiser

File Number: 23-0212

Date Introduced: February 14, 2023

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, the position of Deputy Assessor has had unsuccessful recruitments for over one year; and

WHEREAS, the Human Resources Department would like to underfill the Deputy Assessor position by advertising for a fifth Property Appraiser, without eliminating the Deputy Assessor position; and

WHEREAS, currently there are four Property Appraiser positions and the intent is to maintain the Deputy Assessor position for transition by a Property Appraiser who meets the proper qualifications; and

WHEREAS, your Human Resources Committee, at their February 13, 2023 meeting, discussed and recommended underfilling the Deputy Assessor position and advertising for a Property Appraiser.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve underfilling the Deputy Assessor position with a Property Appraiser position.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: February 13, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action to Approve Underfilling the Deputy Assessor Position with a Property Appraiser Position.

Henderson explained that the City has been recruiting for a Deputy Assessor for well over a year with unsuccessful results. A discussion with the City Assessor and Human Resources resulted in the proposal to underfill the Deputy Assessor position with a Property Appraiser position at this time, with the plan to train, recruit, and promote a Property Appraiser to the Deputy Assessor position within a year or two.

Motion by Killian to approve the underfilling of the Deputy Assessor position with a Property Appraiser position. Second by Martens. All ayes. Motion passed 5-0.

Human Resource Committee Packet

February 13, 2023

Agenda Item
Request Human Resources Committee approve underfilling the Deputy Assessor with advertising for a Property Assessor.
Background
The City has led several unsuccessful recruitments for the position of Deputy Property Assessor. The position has been open for over 1 year. We propose underfilling the Deputy Assessor role by advertising for an extra Property Assessor. The department head has indicated that he has a couple of high potential employees that could possibly grow into the Deputy role within the next couple years.
Fiscal Impact
The fiscal impact will be the difference in the Deputy's salary and the salary of a Property Assessor. The city would see this savings for the time it takes for Assessor to grow into the Deputy role.
Staff Recommendation
Approve allowing HR to underfill the Deputy Assessor's role with a Property Assessor.
Staff contact: James Henderson (715-261-6634)