



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, March 9, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
21-0201	COUN	Minutes of previous meetings, (2/23/21)	Place on file
20-0824	CISM	Ordinance Designating "church parking only" for 12 stalls on the west side of N. 2nd Street between Grant and McClellan Streets	Approved 5-0
21-0304	CISM	Ordinance Amending Section 10.20.080(a) designating no parking here to corner on the north side of the 500 block of Franklin Street from a point 50 feet west of the crosswalk at N. 6th Street back to N. 6th Street, on the south side of the 500 block of Franklin Street from a point 42 feet east of the crosswalk at N. 5th Street back to N. 5th Street and on the south side of the 500 block of Franklin Street from a point 172 feet west of the crosswalk at N. 6th Street back to N. 6th Street	Approved 3-0
21-0306	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the south side of the 900 block of Scott Street	Approved 3-0
21-0307	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the north side of Washington Street between 1st Street and 3rd Street	Approved 3-0
21-0309	PLAN	Ordinance Rezoning 201 Devoe Street from LI, Light Industrial Zoning District to UMU, Urban Mixed-Use Zoning District	Approved 7-0
01-0251	PH&S	Resolution Approving Amendment to the Current Emergency Management Services Agreement with Marathon County	Approved 5-0
21-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0303		Mayor's Appointments	
21-0305	CISM	Resolution Authorizing a Driveway in Excess of Forty-Four Feet for 1000 South 17th Avenue (Happy Enterprises LLP)	Approved 3-0
21-0311	FIN	Resolution Approving Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)	Approved 5-0
20-0317	HR	Resolution Authorizing Covid-19 Incentive Program.	Approved 5-0
19-1107	PLAN	Resolution Amending the General Development Plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage, in a PUD, Planned Unit Development Zoning District	Approved 7-0
21-0310	PLAN	Ordinance Rezoning 2101 and 2105 Grand Avenue from UMU, Urban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for two 16-unit apartment buildings	Approved 7-0
21-0308	PH&S	Resolution Supporting statewide ban on conversion therapy practices	Approved 5-0
		Suspend the Rules - 6(B) Filing and 12(A) Referral of Resolutions and Ordinances (2/3 vote required)	
21-0120	COUN	Rescinding or Amending the prior Resolution #21-0120, Resolution of the Economic Development Committee of the City of Wausau approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas St. to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project, adopted January 26, 2021	Pending

Continued

21-0313	COUN	Ordinance Repealing Section 1.08.040 Primary, Section 2.02.030 Offices or positions not specified by ordinance, Chapter 2.72 Residency Requirement Abolished, Chapter 5.78 Cable TV Franchise, Section 9.23.050 Time to comply; amending Section 1.01.050 Definitions, Section 1.01.080 Title, chapter and section headings; creating Section 1.01.180 Supplementation of Code, Section 1.01.190 Altering Code, Section 1.01.200 Rates, charges, or fees established, Section 2.18.020 Bond and oath, Section 2.18.080 Substitute and Interim Municipal Justice, Section 2.64.010 Joint action ordinance adopted, Section 3.25.010 Definitions, Section 5.08.010 Definitions, Section 5.64.010 State statutes adopted, Section 5.64.065 Sale of "Class B" packaged goods, Section 5.68.020 Parking permit fee, Section 8.08.002 Construction & application, Section 8.08.012 Keeping of chickens, Section 8.08.120 Number of dogs & cats limited, Section 8.08.125 Restriction on animals other than dogs & cats, Section 8.08.160 Rabies control, Section 9.04.034 Penalties for misuse of E9-1-1, Section 9.04.037 Possession of marijuana—Prohibited, Section 9.06.010 Power of the court to punish for contempt of court, Section 9.08.030 Firearms and weapons restricted where prohibited, Section 10.01.090 Enforcement, Section 10.38.010 State statutes adopted, Section 13.28.080 Rates—Public fire protection services, Section 19.30.030 Private well permit, Section 19.40.030 State provisions adopted; Adding footnote to Section 1.01.080 Title, chapter and section headings, footnote to Chapter 1.08; Renaming Chapter 2.64 Civil Defense to Chapter 2.65 Emergency Management, Renaming Section 5.64.065 Sale of Class "B" packaged goods to Sale of "Class B" packaged goods	Pending
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13-0913	ED & FIN	Joint Resolution Approving First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse	Approved 5-0 Pending
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21-0312	PK&REC	*Ordinance Amending Sections 9.20.010 Vehicle regulation, 9.20.020 Regulation of persons, 9.21.050 Controlled areas, 9.22.020 Jumping and diving from bridges prohibited, 10.38.010 State statutes adopted, and creating Section 10.01.060 Vehicle prohibition on city trails	Approved 5-0 Revisions Pending
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Public Comment & Suggestions

CLOSED SESSION pursuant to Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 20-CV-435 (Frances Howe)

RECONVENE into Open Session to take action on Closed Session item, if necessary.

Adjournment

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is: 187 690 0339 Password: nnFVPTyk733**

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/08/21 @ 4:00 pm Questions regarding this agenda may be directed to the City Clerk.

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



International Women's Day & Women's History Month Proclamation

Whereas, American women of every background have made significant contributions to the development of Wausau, Wisconsin, the United States, and the world in innumerable recorded and unrecorded ways; and

Whereas, the month of March is Women's History Month and dedicated to remembering and urging the study, observance, and celebration of the essential role of women in American history; and

Whereas, March 8 is International Women's Day and is an annual global recognition and celebration of the social, economic, cultural and political accomplishments of women; and

Whereas, the United Nations began celebrating International Women's Day in 1975, which was declared "International Women's Year." In 1977, the United Nations invited members to proclaim March 8th as the UN Day for Women's Rights and World Peace and International Women's Day continues to be celebrated worldwide each year on March 8; and

Whereas, Wausau stands in solidarity with women here and around the world who experience gender-based discrimination and the compounded effects of gender discrimination and sexual orientation, racism, or disability; and

Whereas, transgender women are disproportionately more likely to suffer discrimination, violence, and abuse; and

Whereas, homeless women face unique challenges that affect their wellbeing, health, and families; and

Whereas, according to the Economic Policy Institute, women were paid 22.6% less than men in 2019, after controlling for race and ethnicity, education, age, and geographic division; and

Whereas, in December 2020, the U.S. economy lost 140,000 jobs, with [women accounting for all of the job loss](#); and

Whereas, nationally nearly half of working women say they have experienced harassment in the workplace; and

Whereas, Wausau rejects violence in all its forms, and especially those forms targeting women in their homes, on the streets, in their workplaces, in the media, and on the internet; and

Whereas, women of every background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, women have been leaders in the fight for suffrage and equal opportunity, the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the peace movement, and other movements aimed at creating a more fair and just society for all; and

Whereas, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions; and

Whereas, women have served the United States courageously in the military; and

Whereas, International Women's Day and Women's History Month is a time to uphold women's achievements, recognize challenges, focus greater attention on women's rights and gender equality, encourage and mobilize all people to do their part to bring about positive change; and

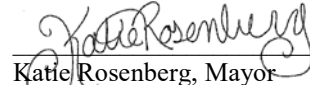
Office of the Mayor
Katie Rosenberg



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

Whereas, by highlighting women who have made a difference in history, it opens up that world of possibilities to young girls and young boys.

NOW, THEREFORE, I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim March 8, 2021 as International Women's Day and March 2021 as Women's History Month in Wausau and urge policymakers locally, in the state of Wisconsin, and across the United State and World to take steps towards a world where each woman and girl can exercise her choices, such as participating in politics, getting an education, having an equitable income, and living in societies free from violence and discrimination.


Katie Rosenberg, Mayor
City of Wausau
March 2021

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, February 23, 2021 at 6:30 pm in the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

2/23/2021

Roll Call indicated 11 members present.

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

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

None

Presentation: Citizen Certificate of Commendation (Police Chief Ben Bliven)

Chief Bliven recognized Andrew Silva and Emilee Rohmeyer with a Citizen Certificate of Commendation for the intervention and prevention of an attempted suicide of a 14 year old who they saw on the Bridge Street Bridge about to jump off.

Consent Agenda

2/23/2021

Motion by Larson, second by Kilian to adopt all the items on the Consent Agenda as follows:

21-0101 Minutes of previous meeting (2/09/21).

21-0105 Resolution of the Capital Improvements & Street Maintenance Committee Approving 2021 Alley Pavement Project and Authorization to Let Bids.

21-0104 Resolution of the Capital Improvements & Street Maintenance Committee Approving 2021 Street Reconstruction Projects and Authorization to Let Bids.

99-1104 Resolution of the Finance Committee Amending the Procurement Policy to increase the purchasing threshold from \$5,000 to \$10,000 for purchasing requirements.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0203

2/23/2021

Motion by Herbst, second by Kilian to confirm the Mayor's Appointment of Bee Van Her to the Liberation & Freedom Committee.

Yes Votes: 11 No Votes: 0 Result: PASS

03-1007

2/23/2021

Motion by Neal, second by Rasmussen to adopt the Resolution of the Finance Committee Approving the Reprogramming of Homeowner Rehabilitation Revolving Loan Funds into a Public Facility Project – acquisition of 364 Grand Avenue for Community Partners Campus and the Substantial Amendment for 2020 Community Development Block Grant (CDBG) Action Plan.

Tom Neal stated the Community Development Authority Board approved a substantial loan for this vitally important project today. He commented it is something that is long overdue and felt it could not be in a better location.

Deb Ryan felt the best location would in a portion of the mall building, being a block away from the central bus station. She was concerned with repurposing the funds because of many people in the community that need home improvements but cannot afford it and this might take away funds from programs that could help them. She indicated she would not support it because she believed it should loan that would be repaid.

Lisa Rasmussen indicated the Finance Committee discussed whether repurposing the funds would have a negative impact on the other Community Development programs and learned from Tammy Stratz that it would not. They can assist this program and still manage the other funds for low interest rehabs loans. She noted this location (364 Grand Avenue) has room for growth and is on the bus line.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

21-0209

2/23/2021

Motion by Martens, second by Herbst to adopt the Resolution of the Finance Committee Approving the Reprogramming of Rental Energy Assistance funds to a Non-Profit Energy Assistance Forgivable Loan fund.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

Public Comment and Suggestions:

None

Adjourn

2/23/2021

Motion by Kilian, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:45 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

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

Designating “church parking only” for 12 stalls on the west side of N. 2nd Street between Grant and McClellan Streets

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 20-0824

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

WHEREAS, a request was received from the Church of the Resurrection Parish for the designation of “church only” parking on N. 2nd Street between Grant and McClellan Streets;

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 9, 2020 meeting, approved designating 4 stalls, two on each side of the handicapped stall, for “church only” parking; and

WHEREAS, representatives of Church of the Resurrection Parish contacted the city to ask for a total of 12 stalls per an existing agreement; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their August 13, 2020 meeting, discussed and recommended designating a total of 12 stalls for “church only” parking, six on each side of the handicapped stall.

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

Add ()

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

North 2nd Street

. . . .

- Six stalls “church parking only” shall begin 45 feet south of the south back of walk on Grant Street and continue to a point 105 feet south of same back of walk.
- Six stalls “church parking only” shall begin 35 feet north of north back of walk on McClellan Street and continue to a point 95 feet north of same back of walk.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

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

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

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

Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets

Rasmussen reminded the committee that this was talked about last month and 4 stalls were approved. Wesolowski explained that after CISM, the church contacted staff regarding an existing agreement. The ground lease indicates the landlord will give the tenant 12 stalls. This was when there was a parking lot contemplated. The City did not end up building a parking lot and moved the church stalls to the street. The church is happy with stalls on the street, but feel in accordance with the agreement they should get 12 stalls. They would like 6 stalls on each side of the handicap spots marked for church use.

Rasmussen questioned the number of stalls available and Wesolowski answered 16. Providing the church 12 stalls would leave two stalls on each end for public use along with two handicap spots. Rasmussen said it is a smaller expense to the cost of building a parking lot. There is an agreement already approved that obligates designation of 12 stalls and if there is no parking lot there is not much choice. Ryan stated there is a signed agreement and a need as the church is active and has lots of volunteers.

Ryan moved to approve. Seconded by Larson and the motion carried 5-0.

AGENDA ITEM
Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2 nd Street between McClellan and Grant Streets
BACKGROUND
This item was before CISM last month and the action taken was to designate 4 stalls for the Church in this block. After the CISM meeting staff met with the church to discuss the parking stalls and the agreement between the City and the church. The church has requested 12 stalls be marked for Church parking, which they feel is in accordance with the attached agreement.
FISCAL IMPACT
Minimal, cost of signs.
STAFF RECOMMENDATION
Staff recommends considering the request to amend the parking stalls from 4 to 12.
Staff contact: Allen Wesolowski 715-261-6762

Lea

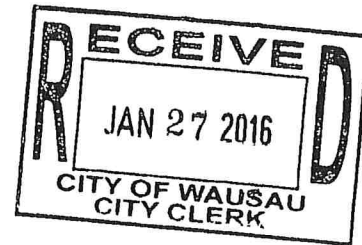
Office of the City Attorney



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

January 26, 2016



Toni Rayala, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

GROUND LEASE AND POST CLOSING OCCUPANCY AGREEMENT
RESURRECTION PARISH PROPERTY
COUNCIL FILE NO. 13-0913

Enclosed please find original, executed Ground Lease and Post Closing Occupancy Agreement regarding the Resurrection Parish property. Please file the same.

LISA PARSCH
LEGAL ASSISTANT

Enclosure

cc w/Enc. Maryanne Groat, Finance Director
Chris Schock, Comm. Dev. Dept.

COPY

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT (this "**Occupancy Agreement**") is effective as of this 30th of December, 2015 by and between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("**Owner**") and Church of the Resurrection Parish ("**Occupant**").

RECITALS

A. Owner has acquired from Occupant and owns the real property described in Exhibit A, attached hereto (the "**Property**").

B. Owner has agreed to permit and Occupant desires to continue to occupy portions of the Property as more fully described in Exhibit B (as that may be amended or modified from time to time pursuant to this Agreement, the "**Licensed Space**") under the terms set forth herein.

NOW THEREFORE, in consideration of the premises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Occupant hereby agree as follows:

1. Use and Occupancy, Compliance with Law.

(a) Owner shall, for the Term (defined below) of this Occupancy Agreement, permit Occupant to use and occupy, as a licensee, the Licensed Space. Occupant shall use and occupy the Property only for the purpose of conducting support activities for the construction of the expansion of church and parish facilities and incidental uses thereto (the "**Construction Project**"), and, except with the prior written consent of Owner, in no other manner and for no other purpose.

(b) Owner and Occupant acknowledge that the Licensed Space will not be physically separated and segregated from the balance of the Property, with "demising" walls, separate entrances, and the like.

2. Term of Agreement.

(a) Occupant shall have the right to use the Licensed Space for the period (the "**Term**") commencing on the date hereof (the "**Commencement Date**") and ending not later than March 31, 2016 (the "**Termination Date**") unless this Occupancy Agreement shall be sooner terminated pursuant to any of the provisions of this Occupancy Agreement or pursuant to law.

(b) Notwithstanding the Termination Date, it is the intention of the parties that the Licensed Space be used by Occupant only in connection with the Construction Project. However, if Occupant faces delays in the Construction Project outside of its reasonable control

but for an additional period of not more than an additional three (3) months after the date on which the Term would otherwise expire, Occupant shall have the right to extend the Term on a month-to-month basis for up to three (3) months upon the terms and conditions (including the Occupancy Charge) upon reasonable notice to Owner.

3. Repair and Maintenance. Occupant shall keep the Licensed Space clean and in good order and repair and at the end of the Term of this Occupancy Agreement (or any earlier date of vacating all or part of the Licensed Space) shall surrender the Licensed Space in substantially the same condition and repair as existing prior to the date of this Agreement, all at Occupant's own cost and expense, and shall not permit any waste, misuse of, or negligent damage to the Licensed Space.

4. Use and Occupancy Charges. During the Term, Occupant shall pay to Owner a occupancy charge of \$10.00 per day (the "**Occupancy Charge**"), payable on the last day of the Month, without the need for demand, and with no right of setoff, for the occupancy and use of the Licensed Space under this Occupancy Agreement during the prior calendar month. Occupancy of any portion of day will be counted as occupancy for the entire day.

5. Assignment. Neither this Occupancy Agreement nor any of the rights, interests, or obligations hereunder shall be assignable or otherwise transferable in whole or in part by Occupant without the prior written consent of the Owner. Occupant shall not sublicense or permit others, other than an Affiliate of Occupant, to occupy any portion of the Licensed Space without Owner's prior written consent, the granting or withholding of which shall be within Owner's sole and absolute discretion.

6. Termination.

(a) This Occupancy Agreement may be terminated in its entirety, and the Term ended (notwithstanding the Termination Date), at any time as follows:

(i) at the election of Owner, in the event of a material default by Occupant of its obligations hereunder, that shall not have been cured within thirty (30) days (or if the default does not involve the payment of money and cannot be cured within thirty (30) days, such longer period of time as would reasonably be required to diligently and expeditiously cure such default) after written notice thereof is given by Owner to Occupant; or

(ii) at the election of Occupant, in the event of a material default by Owner of its obligations hereunder, that shall not have been cured within thirty (30) days after written notice thereof is given by Occupant to Owner (or if that default does not involve the payment of money and cannot be cured within thirty (30) days, within such longer period of time as would be reasonably required to diligently and expeditiously cure such default); provided, that notwithstanding any other provision in this Occupancy Agreement, should the Licensed Space or any substantial portion thereof be rendered untenable or should Owner be unable to perform any substantial portion of its obligations hereunder, in either case, for a period of thirty (30) days

or more, Occupant may terminate this Occupancy Agreement immediately upon notice in its sole and absolute discretion.

(b) Upon the giving of a notice of termination contemplated above, the Term of this Occupancy Agreement shall expire on the date set forth in such notice as if such date were the Termination Date and neither party shall have any further rights or obligations under this Occupancy Agreement except for accrued obligations and such rights and obligations that expressly survive the expiration or termination of this Occupancy Agreement, including, but not limited to the obligations to surrender the Licensed Space as specified herein.

7. Force Majeure. Neither Owner nor Occupant shall be liable for its failure to perform any of its obligations hereunder, other than the payment of money, as a result of acts of God or the public enemy, embargoes, war conditions, governmental action, strikes or other similar labor troubles, explosion, fire, storm or flood damage, or any other causes, or circumstances reasonably beyond the party's control (each a "**Force Majeure Event**"). The affected party shall promptly notify the other of any Force Majeure Event. The Term shall not be extended by the period of any Force Majeure Event.

8. Liability, Indemnification.

(a) Occupant shall indemnify and save harmless Owner, Owner's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands, and liabilities (including, without limitation, reasonable attorneys' fees and disbursements), arising whether under breach of contract, tort, or strict liability, in connection with Occupant's occupancy or use of the Licensed Space or (whether or not authorized) any other part of the Property including, without limitation, (i) claims for loss, damage, death or injury to the Licensed Space, Property other property, or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Licensed Space or any other part of the Property by or on behalf of Occupant, whether or not permitted under the Occupancy Agreement, or (iii) any action or omission on the part of Occupant and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(b) Owner shall indemnify and save harmless Occupant, Occupant's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) arising whether under breach of contract, tort, or strict liability, in connection with Owner's use and maintenance of the Property other than the Licensed Space, including, without limitation (i) claims for loss, damage, death, or injury to the property or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Property by or on behalf of Owner, or (iii) any action or omission on the part of Owner and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(c) Under the indemnification obligations in this section, neither party shall be liable to the other directly, as opposed to indirectly in respect of third-party claims, for punitive, exemplary, indirect, special, or consequential damages.

9. Insurance. For so long as Occupant and Owner (or successors or permitted assigns thereof) both have operations at the Property, each party shall, at such party's sole cost and expense, effect and maintain with insurance companies reasonably acceptable to the other party the following insurance coverages: (i) comprehensive general liability in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage, including, but not limited to, premises liability, fire and water damage, legal liability, blanket contractual liability, personal injury, and products liability (that insurance may be provided in a combination of primary and umbrella or excess-liability coverage, so long as the per occurrence minimum limits are satisfied), each naming the other party as an additional insured; (ii) workers' compensation in compliance with applicable statutory requirements; (iii) employer's liability insurance with a limit of not less than \$1,000,000 per occurrence for any accident or disease; and (iv) "All Risk" property insurance covering each party's property in an amount not less than the fair market value of such property. All insurance required hereunder shall contain waivers of subrogation, with respect to the other party hereto to the extent permitted by applicable law. Owner shall not be responsible for any repair or restoration in the event that the Licensed Space or the Property is damaged and rendered substantially untenable by fire or other casualty. Owner and Occupant shall each provide the other with certificates of insurance evidencing such insurance coverages signed by authorized representatives of the insurance companies and stating that, in the event of any cancellation or non-renewal of the coverage, at least thirty (30) days prior written notice will be given to the other party hereto.

10. Removal of Property. Upon the end of the Term or other termination of this Occupancy Agreement, and with respect to any portion of the Licensed Space vacated or surrendered prior to the end of the Term, Occupant shall remove all of its property from the Licensed Space and shall leave the Licensed Space in a clean condition and in as good or better condition as when Occupant took possession of the Licensed Space (or portion in question). If Occupant fails to so remove its property, Owner may remove that property to a public storage facility at Occupant's sole cost and expense or, at Owner's option, deem that property to have been abandoned. This provision shall survive the expiration or earlier termination of this Occupancy Agreement for any reason.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, delivered by electronic mail transmission (which is confirmed), or delivered by nationally recognized overnight courier (providing proof of delivery), addressed as follows:

If to Owner:

City of Wausau
407 Grant St.

Wausau, WI 54403
Attn: City Attorney

If to Occupant:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403

Either party may change the addresses to which such communications are to be directed to it by giving written notice to the other in the manner provided above. All such notices shall be effective upon actual receipt.

12. Successors and Assigns. This Occupancy Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Entire Agreement. This Occupancy Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, covenants, arrangements, communications, representations or warranties, and understandings, whether oral or written, by the parties relating thereto. No representation, promise, inducement, or statement of intention relating to the transaction contemplated by such agreements has been made by any party or any related person which is not set forth in this Occupancy Agreement, the Stock Purchase Agreement, or the agreements referred to therein.

14. Governing Law. This Occupancy Agreement shall be governed by and construed in accordance with the laws of jurisdiction(s) in which the Property is located, without giving effect to the principles of conflicts of laws thereof.

15. Counterparts. This Occupancy Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement. This Occupancy Agreement shall only be effective if a counterpart is signed by both Owner and Occupant.

16. Nature of Relationship. The relationship between Owner and Occupant is solely that of licensor and licensee, and nothing contained in this Agreement shall be construed as creating a leasehold or tenancy. Occupant does not and will not have or claim of any title, estate, or interest in the Licensed Space or the Property. This is intended to be a post-closing occupancy agreement, exempt from the provisions of Chapter 704 of the Wisconsin Statutes and the regulations promulgated thereunder.

17. No Third-Party Beneficiaries. This Occupancy Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Occupancy Agreement (other than permitted assignees, if any, of the parties hereto).

18. Severability. If any term, provision, covenant or restriction of this Occupancy Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, Owner and Occupant shall direct that such court interpret and apply the remainder of this Occupancy Agreement in the manner that it determines most closely effectuates their intent in entering into this Occupancy Agreement, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Occupancy Agreement to be executed and delivered as of the date first written above.

OWNER:

CITY OF WAUSAU, WISCONSIN

By: James E. Tipple
As its: Mayor James E. Tipple

Attest:

By: Toni Rayala
As its: City Clerk Toni Rayala

OCCUPANT:

By: Rev. Robert Schaller
As its: Vice-President Rev. Robert Schaller

EXHIBIT A

PROPERTY

Lot one (1) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487; being Lots one (1), two (2), seven (7) and eight (8), and part of Lots six (6) and three (3) all in Block one (1) of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Key: 2907-253-609
PIN: 291-2907-253-0609

EXHIBIT B

Licensed Space

[ATTACH DIAGRAM]

COPY

GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30th, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10th) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when properly exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

ARTICLE 3: RENT.

3.1 Rent. The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 Tenant's Failure to Pay. If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises.

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other; then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403
Attn: Pastor

If to the Tenant:

City of Wausau
407 Grant St.
Wausau, WI 54403
Attn: City Attorney

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

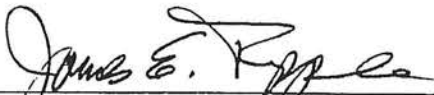
LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: 
Print Name: Reverend Robert Schaller
Title: Vice-President

By: 
Print Name: James E. Tipple
Title: Mayor

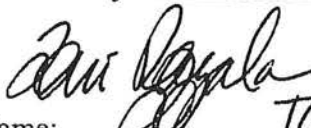
Attest: 
Print Name: TONI LAYALA
Title: City Clerk

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

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

Amending Section 10.20.080(a) designating no parking here to corner on the north side of the 500 block of Franklin Street from a point 50 feet west of the crosswalk at N. 6th Street back to N. 6th Street, on the south side of the 500 block of Franklin Street from a point 42 feet east of the crosswalk at N. 5th Street back to N. 5th Street and on the south side of the 500 block of Franklin Street from a point 172 feet west of the crosswalk at N. 6th Street back to N. 6th Street

Committee Action: Approved 3-0

Ordinance Number:

Fiscal Impact: None

File Number: 21-0304

Date Introduced: March 9, 2021

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

Add ()

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

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

...

Franklin Street

- North side of the 500 block from a point 50 feet west of the crosswalk at N. 6th Street back to N. 6th Street
- South side of the 500 block from a point 42 feet east of the crosswalk at N. 5th Street back to N. 5th Street
- South side of the 500 block from a point 172 feet west of the crosswalk at N. 6th Street back to N. 6th Street

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski; *By WebEx*: Lou Larson
(Tom Neal and Debra Ryan were absent)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso; *By WebEx*: Mayor Rosenberg, Cord Buckner

Discussion and possible action on No Parking Here to Corner in the 500 block of Franklin Street

This is a housekeeping item. When Franklin Street restrictions came before CISM last month, the no parking sign on the northeast corner of 5th and Franklin was moved back to the other side of the driveway. The other corners are also posted but were not found in ordinance. This would not change any sign location, it would place the existing signs in ordinance so it is enforceable.

Wadinski moved to approve. Seconded by Larson and the motion carried unanimously 3-0.

AGENDA ITEM

Discussion and possible action on No Parking Here to Corner in the 500 block of Franklin Street

BACKGROUND

At the January CISM meeting the item of parking on the 500 block of Franklin was discussed. The original request was to post 2 hour parking on the entire block, after discussion the decision was made to move the ‘No Parking Here to Corner’ sign on the north side of Franklin Street at 5th Street further east to prevent parking between the driveway and the corner. The City Attorney’s office reviewed the placement of the no parking signs on the 500 block of Franklin Street and discovered that none of the no parking signs on the 500 block of Franklin Street are in the current municipal code.

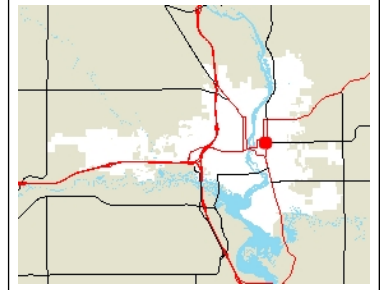
FISCAL IMPACT

None, signs are already installed.

STAFF RECOMMENDATION

Engineering staff recommends approving the ‘No Parking Here to Corner’ signs as shown on the enclosed map at their current locations.

Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 2/5/2021

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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

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

Amending Section 10.20.080(a) designating no parking on the south side of the 900 block of Scott Street

Committee Action: Approved 3-0 **Ordinance Number:**

Fiscal Impact: Minimal impact to install sign

File Number: 21-0306	Date Introduced: March 9, 2021
-----------------------------	---------------------------------------

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

Add ()

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

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

...

Scott Street

- South side of the 900 block

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski; *By WebEx*: Lou Larson
(Tom Neal and Debra Ryan were absent)

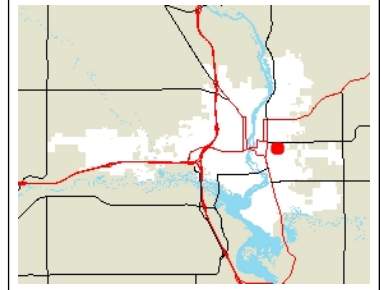
Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso; *By WebEx*: Mayor
Rosenberg, Cord Buckner

Discussion and possible action on parking restrictions in the 900 block of Scott Street

This request came from Alder Neal to restrict parking on one side of the street. Wesolowski indicated when the street was rebuilt, it was reconstructed narrower because the topography of the north side sits higher than the south. This does make it difficult to park on both sides. Currently there are no parking restrictions and Wesolowski believes there has been some issues with plowing and emergency vehicles. Letters were sent out to property owners in the block. Wesolowski did speak with one resident, Sherman Gress of 929 Scott Street. He has lived here for 30 years and agrees with parking on one side. He requested parking be allowed on the north side. People attending weddings at the park like to park on the north side and he does not want people parking in front of his house. Gress would also like the restrictions year round.

Wadinski moved to approve restricting parking on the south side of Scott Street in the 900 block. Larson seconded and the motion carried unanimously 3-0.

AGENDA ITEM
Discussion and possible action on parking restrictions in the 900 block of Scott Street
BACKGROUND
A request from Councilman Neal to limit parking to one side of the Street in the 900 Block of Scott Street was received by the Engineering Department.
FISCAL IMPACT
Minimal, installation of signs.
STAFF RECOMMENDATION
Engineering staff has no objections to limit parking to one side of the street.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 2/4/2021

50.00 0 50.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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

ORDINANCE OF CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Amending Section 10.20.080(a) designating no parking on the north side of Washington Street between 1 st Street and 3 rd Street

Committee Action: Approved 3-0	Ordinance Number:
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Fiscal Impact: Minimal cost to install sign	
--	--

File Number: 21-0307	Date Introduced: March 9, 2021
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The Common Council of the City of Wausau do ordain as follows:

Add ()

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

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

...

Washington Street

- **North side of the street between 1st Street and 3rd Street**

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski; *By WebEx*: Lou Larson
(Tom Neal and Debra Ryan were absent)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso; *By WebEx*: Mayor Rosenberg, Cord Buckner

Discussion and possible action on parking restrictions on Washington Street between 1st Street and 3rd Street

Buckner stated this area is adjacent to Lot 17, which is the lot by Washington Square and the Federal Building Apartments. Across the street is an entrance/exit point for the Penney's Ramp. The majority of the problem has been in the area where there is a cut out, which is not appropriate based on the area. To the south is mall access for deliveries and refuse. The request is to restrict parking for the entire stretch so the problem is not pushed into another area of Washington Street.

Given the fact there is ample parking in the municipal lot and the parking ramp, Rasmussen feels this would not inconvenience too many people.

Larson moved to approve restricting parking on the north side of Washington Street between 1st Street and 3rd Street. Seconded by Wadinski and the motion carried unanimously 3-0.

AGENDA ITEM
Discussion and possible action on parking restrictions on Washington Street between 1 st Street and 3 rd Street
BACKGROUND
REQUEST: • No parking on the north side of Washington Street within a section measuring approximately 315 feet east from 1st Street (see photo 1). INFORMATION: The aforementioned section of Washington Street is designated for east and westbound travel before becoming one-way travel eastbound, beginning approx. 315 feet east of 1st Street. Vehicles have been parking in the easternmost section on the north side of Washington Street (the location coincides with a lane cut-out marked by dashed lines – see photo 2). Although parking has been limited to this portion of the section, the request is for the entire section. The section is not conducive to long or short-term parking. The remainder of Washington Street, approaching 3rd Street, is also designated as no parking. ATTACHMENTS: 1. Two (2) overview photos of section 2. One (1) street level photo of section
FISCAL IMPACT
None
STAFF RECOMMENDATION
Wausau Police Department recommends stated restriction.
Staff contact: Wausau Police Department, Lt. Cord Buckner, 715.261.7803

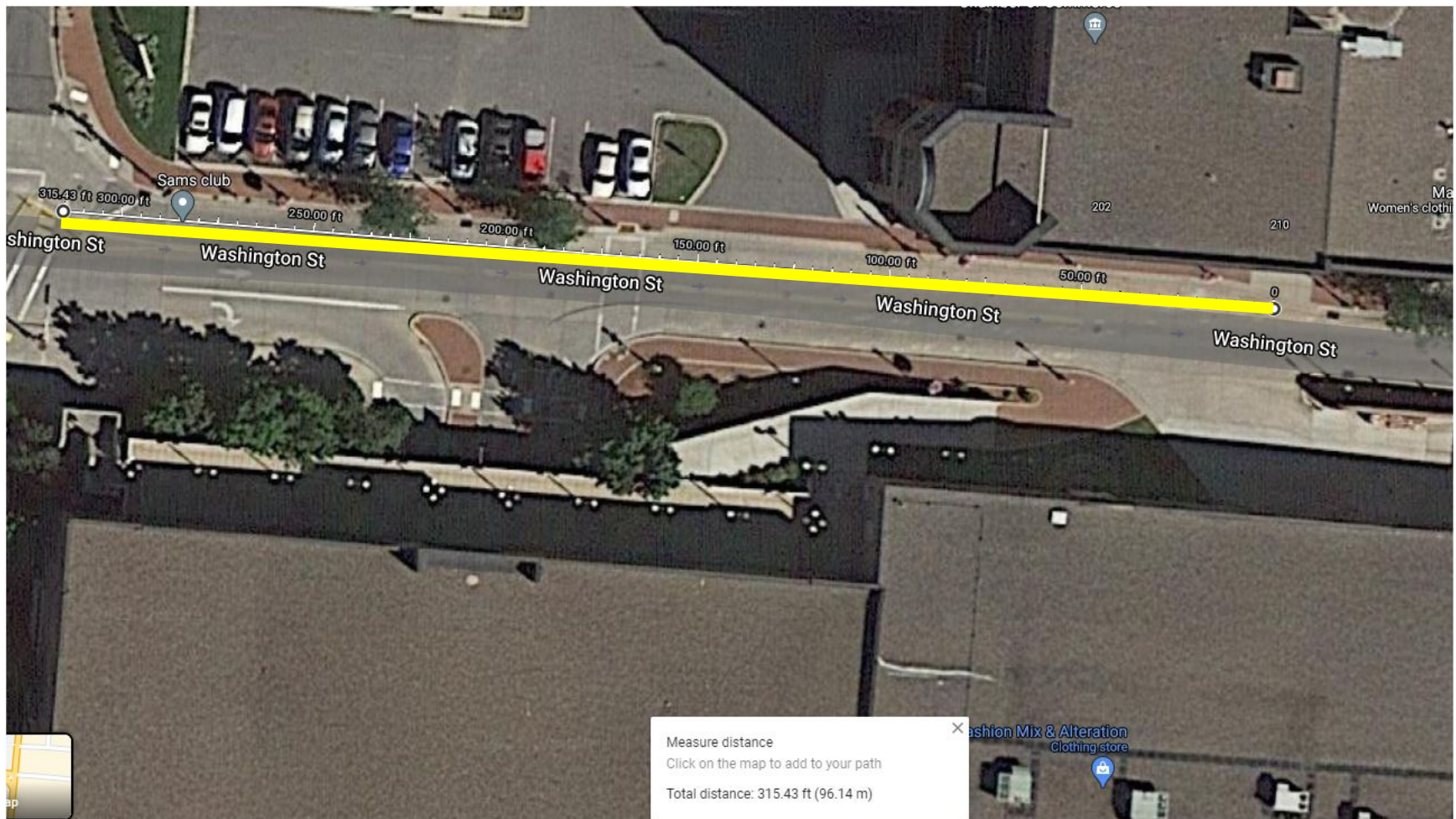


PHOTO 1



PHOTO 2



PHOTO 3

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 201 Devoe Street from LI, Light Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 21-0309

Date Introduced: March 9, 2021

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

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

SEC 24-29-07 PT OF GOVT LOT 1 COM ON S LN OF DEVOE ST 157.71' W OF W LN OF 3RD ST S
120' W TO ELY LN OF RR/RW NELY ALG R W TO S LN OF DEVOE ST E 61' TO BEG – PLAT OF
SURVEY 3/2/2016, MORE COMMONLY KNOWN AS 201 DEVOE STREET

now comprising a part of LI, Light Industrial Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to UMU, Urban Mixed-Use 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:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, February 17, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham; *By WebEx:* Tom Neal, Bruce Bohlken, Andrew Brueggeman, Mic'Kayla Ross

Others Present: Brad Lenz, Mary Thao, Bruce Grau, Gary Gisselman, Lou Larson, Tom Kilian, Andrew Halverson, Todd Mowrer, Mike Howley, Bill Scholfield; *By WebEx:* William Hebert, Anne Jacobson, Becky McElhaney, Matt Thomspson, Larry Hemauer, Nick Bancuk, Debra Ryan

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 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 201 Devoe Street from LI, Light Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Todd Mowrer said that he owns the property and plans to turn it into a mixed use building. Mowrer added that they would like to be part of the River District and will spruce up the property.

Mayor Rosenberg closed the public hearing.

Lenz said that this is a small parcel and is adjacent to UMU zoning; it fits in with the area.

Lindman motioned to rezone 201 Devoe Street from LI, Light Industrial Zoning District to UMU, Urban Mixed-Use Zoning District. Ross seconded.

Peckham asked if this will be converted to residential. This was confirmed.

The motion carried unanimously 7-0 by roll call vote. This item will go to Common Council on March 9, 2021.



STAFF REPORT

TO: City of Wausau Plan Commission

FROM: Brad Sippel, AICP

DATE: February 8, 2021

GENERAL INFORMATION

APPLICANT: Agatetha North, LLC

LOCATION: 201 Devoe Street

EXISTING ZONING: LI, Light Industrial

REQUESTED ZONING: UMU, Urban Mixed Use

PURPOSE: To allow for residential use

EXISTING LAND USE: Commercial/light industrial

SIZE OF PARCEL: 8,561 square feet

SURROUNDING ZONING AND LAND USE:

North: **LI, Light Industrial**; Storage

South: **HI, Heavy Industrial**; Indoor sales

East: **HI**; Physical activity studio

West: **UMU, Urban Mixed Use**; Undeveloped - formerly industrial, and railroad right-of-way

See attached map

SUMMARY

The applicant is seeking a zoning map amendment from Light Industrial (LI) zoning to Urban Mixed Use (UMU). The parcel is a smaller parcel that was most recently used as a commercial/light industrial use for TC Teardrops, a custom camper producer. The area of the parcel has been referred to frequently as the North Riverfront, and was historically predominately industrial but has been transitioning towards more mixed uses, which the City expects to continue and is planning for. Athletic Park is adjacent to the southeast of the parcel,

and the former Great Lakes Cheese parcel is west of the parcel across the railroad right-of-way. The parcel is bordered on the north by storage uses. Immediately adjacent to the east is a parcel zoned Heavy Industrial (HI) that is used as a physical activity studio. To the south is an electrical supply wholesaler zoned HI.

ANALYSIS

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: The zoning map amendment would allow for a wide variety of commercial uses and some residential uses, such as mixed use buildings, live-work units, and multi-family residential. The zoning map amendment to UMU fits within the City's vision for future development in this area and fits in with the adjacent uses and the trend toward a mix of commercial, residential, and light industrial uses. The City of Wausau Comprehensive Plan Future Land Use Map identifies this area as legacy industrial. Public infrastructure is expected to be adequate for the proposed use.



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Amendment to the Current Emergency Management Services Agreement with Marathon County

Committee Action: Approved 5-0

Fiscal Impact: \$10,000

File Number: 01-0251

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Emergency Government</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$10,000.00 per year</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 (“City”) has an agreement with Marathon County (“County”) for the provision of cooperative emergency management services which was entered into in 2017 for a five (5) year term; and

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

WHEREAS, the COVID-19 pandemic has caused both parties to reflect upon the need for the City to receive additional emergency management assistance planning and training from the County; and

WHEREAS, the attached proposed amendment to the current agreement provides more clarity as to the services to be provided by the County, as well as sets forth additional planning and training services requested by the City; and

WHEREAS, due to the need for the additional services, the amendment also provides that the City will pay the County an annual \$10,000.00 fee beginning in 2021, and extends the term of the current agreement until December 31, 2023; and,

WHEREAS, your Public Health & Safety Committee, at its February 15, 2021 meeting, recommended that the City approve the amendment to the current emergency management services agreement in the form attached hereto.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau enter an amendment to the current emergency management services agreement with the County substantially in the form of that attached hereto, for a term ending on December 31, 2023, with an annual fee for the remainder of the term of \$10,000.00 per year.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, February 15, 2021, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Dawn Herbst, Pat Peckham, Jim Wadinski; *By WebEx*: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Leslie Kremer, Bob Barteck, Katie Rosenberg, Kilian, Blake Opal-Wahoske, Jane E. Graham-Jennings, Phil Rentmeester

Discussion and possible action on approval of amendment to Emergency Management Services Agreement between the City of Wausau and Marathon County

Mayor Rosenberg stated Finance Committee took up the funding issue with this item and this is the actual contract. It is about being able to plan a little better strategically.

Motion by Herbst, second by Wadinski to approve the amendment to the agreement. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee
Common Council

From: Tara G. Alfonso, Asst. City Attorney

Date: February 11, 2020

Re: Amendment to Emergency Management Services Agreement

- The City of Wausau has an agreement with Marathon County for the provision of cooperative emergency management services. This agreement was entered into in 2017 and is for a five year term.
- Among other things, under the agreement, the City has designated the County Emergency Management Director as the head of its emergency management services and the parties have established the use of shared facilities.
- The COVID-19 pandemic has caused both parties to reflect upon the need for the City to receive additional emergency management assistance planning and training from the County.
- The attached proposed amendment to the current agreement provides more clarity as to the services to be provided by the County, as well as sets forth additional planning and training services requested by the City.
- Due to the need for these additional services, the amendment also provides that the City will pay the County an annual \$10,000.00 fee. The current agreement provides for no fee.
- Of additional note, the amendment extends the term of the current agreement to December 31, 2023.

**AMENDMENT TO
EMERGENCY MANAGEMENT SERVICES AGREEMENT
BETWEEN CITY OF WAUSAU ("CITY") AND MARATHON COUNTY ("COUNTY")**

This Amendment ("Amendment") to Emergency Management Services Agreement made this _____ day of _____, 2021, between the City of Wausau, a municipal corporation of the State of Wisconsin ("City") and Marathon County, a political subdivision of the State of Wisconsin ("County").

WHEREAS, the City and County have entered into an Emergency Management Services Agreement which is undated but executed by the City on May 15, 2017, and the County on May 18, 2017 ("Agreement"); and

WHEREAS, pursuant to Wis. Stat. §323.14, the City has an obligation to develop and adopt an emergency management plan and program compatible with the state plan of emergency management and to designate a head of emergency management services; and,

WHEREAS, the Agreement, made in accordance with Wis. Stat. §66.0301, established a coordinated emergency management service plan and use of shared facilities between the City and County; and

WHEREAS, the parties wish to make certain modifications to that Agreement in accordance with Article VIII-Modifications.

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

1. Article II - DEFINITIONS subparagraph E. is deleted.

2. Article IV – ROLES OF EMERGENCY MANAGEMENT DIRECTOR is deleted in its entirety and replaced as follows:

Article IV – SERVICES TO BE PROVIDED BY COUNTY

i. Develop and direct an emergency management training program and exercise plan, collaboratively with the City, including but not limited to:

1. Incident Planning
2. NIMS/ICS Training
3. Tabletop/Live Exercise
4. State of Emergency Declaration

ii. Direct participation in emergency management programs that are ordered by the adjutant general.

iii. Evaluate and create a long-term sustainable plan of the City's emergency management programs, facilities, equipment, and supplies.

- iv. Assist with emergency management administrative functions.
- v. Participate in any meetings convened to address administration and implementation of this Agreement.
- vi. Ensure appropriate City staff are informed of pertinent implementation and coordination decisions and procedures.
- vii. Maintain a master copy of this Agreement (as amended or revised).
- viii. Develop an Emergency Response Plan for the city and maintain to ensure continued compliance.
- ix. Provide emergency service functions to include:
 - 1. Determining department responsibilities based on incident.
 - 2. Assisting in the City's needs and resource determination based on incident.

3. Article V – TERMS AND TERMINATION is amended in subsection A. to provide as follows:

A. This Agreement shall be effective until December 31, 2023, unless terminated as otherwise provided in the Agreement.

4. Article V – TERMS AND TERMINATION is amended in subsection B. to read as follows:

B. Either party opting to terminate its participation in this Agreement may do so effective beginning on January 1 of a calendar year by providing written notice to the County Administrator and City of Wausau Mayor prior to November 1 of the preceding year. Any party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

5. Article VI – ASSUMPTION OF RISK AND LIMITATION OF LIABILITY is amended to add subsection D. as follows:

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

The County agrees to release, indemnify, defend, and hold harmless the City, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or

to which they may be exposed, directly or indirectly by reason of personal injury, death, property damage, or other liability, alleged or proven, which arises under this Agreement and which is determined to be caused by the negligent or intentional acts or omissions of the County's officers, officials, employees, agents or assigns.

6. **XVIII – NOTICES** is amended to add the following language indicated in italics:

(iii) sent by shared carrier service, to the Emergency Management Director *and the City of Wausau Mayor as appropriate.*

7. **Article XIX – COMPENSATION** is added to provide as follows:

Article XIX – COMPENSATION

City shall annually pay to County, not later than December 31 of each calendar year, the sum of Ten Thousand Dollars (\$10,000.00) for services under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

CITY OF WAUSAU:

BY _____
Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

MARATHON COUNTY:

Lance Leonhard, Administrator

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: 21-0108

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its February 15, 2021 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, February 15, 2021, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Dawn Herbst, Pat Peckham, Jim Wadinski; *By WebEx*: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Leslie Kremer, Bob Barteck, Katie Rosenberg, Kilian, Blake Opal-Wahoske, Jane E. Graham-Jennings, Phil Rentmeester

Consider approval or denial of various license applications.

Lisa Rasmussen stated there were two denial recommendation: Rebecca Biermann for an Operator's License and Jeremy Moeller for a Public Transport Driver License. It was noted that neither individual was present to appeal.

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

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

February 15, 2021 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation** for **New Operator's** License for **Rebecca Bierman**: 2016 exempt felony offense – Intimidate Victim/Threaten Force.
2. **Denial Recommendation** for **Public Transport Driver** License for **Jeremy Moeller**: Felony drug manufacture/delivery convictions.
3. No special event applications at this time.

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: February 5, 2021

(715) 261-6621



PHS Date 02/15/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
148033	9010 - Bartender/Operator New	BIERMAN, REBECCA	W19073 CEDAR ST ELAND WI 54427		HIAWATHA LOUNGE	01/21/2021	06/30/2021	No	No	
148206	9080 - Public Transport Driver New	GREGORY, ERIC	240A CLYDE AVE WISCONSIN RAPIDS WI 54494		NORTHWOODS CAB LLC	02/01/2021	06/30/2021	Yes	Yes	
148273	9080 - Public Transport Driver New	MOELLER, JEREMY	1010 S 11TH AVE WAUSAU WI 54401		NORTHWOODS CAB LLC	02/02/2021	06/30/2021	No	No	
147982	9080 - Public Transport Driver New	PLUGER, BOBBI JO	W18457 CHICKADEE LN BIRNAMWOOD WI 54414		NORTHWOODS CAB	01/21/2021	06/30/2021	Yes	Yes	
147936	9080 - Public Transport Driver New	SEEGER, JAXON	525 S 56TH AVE, APT 1 WAUSAU WI 54401		NORTHWOODS CAB LLC	01/20/2021	06/30/2021	Yes	Yes	

Total Licenses

5

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Historic Preservation Commission; Plan Commission; Police & Fire Commission; and Sustainability, Energy & Environment Committee*

File Number: 21-0303 **Date Introduced:** March 9, 2021

Historic Preservation Commission

Patrick Bacher (1) *New	505 S 22nd Ave	Term Exp 4/30/24	715-203-7119
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Plan Commission

George Bornemann (N) *Replacing Mic'Kayla Ross	706 Spring St	Term Exp 4/30/23	715-216-3467
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Police & Fire Commission

William Harris (1) *Reappointment	316 1/2 N 3rd St, Apt C	Term Exp 4/30/26	715-551-9585
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Sustainability, Energy & Environment Committee

Ashley Lange (1) *New	507 Seymour St, #3	Term Exp 4/30/23	715-551-7270
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- (N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: March 3, 2021
TO: Leslie Kremer, Mary Goede
FROM: Mayor Katie Rosenberg
RE: Appointments to Historic Preservation and Sustainability, Energy and Environment Committees

Please place the following appointments on the City Council agenda for Tuesday, 3/9/21. If you have any questions, please call my office. Thank you.

HISTORIC PRESERVATION COMMISSION

Patrick Bacher (Term expires 4/30/24)
505 S. 22nd Avenue
Wausau, WI 54401
715-203-7119
patrickivanbacher@gmail.com

Interest Statement: "I am active in the community and want to help work on the Historic Preservation Committee to help make Wausau a wonderful place. I am interested in historic preservation and the arts. I am an active member of the Historical Society and have an extensive collection of books and knowledge about Wausau's many historic buildings."

SUSTAINABILITY, ENERGY AND ENVIRONMENT COMMITTEE

Ashley Lange (Term expires 4/30/23)
507 Seymour Street #3
Wausau, WI 54403
715-551-7270
Ashley.lange49@gmail.com

Interest Statement: "My educational background is in the conservation and sustainability field, and I served on the Environmental Resources Committee while on the Marathon County Board."

cc: Brad Lenz
Melissa Engen
Linda Tryczak, Chair Historic Preservation
John Kroll, Chair Sustainability, Energy & Environment



MEMORANDUM

DATE: February 25, 2021
TO: Leslie Kremer, Mary Goede
FROM: Mayor Katie Rosenberg
RE: Appointment to the Planning Commission

Please place the following appointment on the City Council Agenda for Tuesday, 03/09/2021. If you have any questions, please call my office. Thank you.

PLANNING COMMISSION

George A. Bornemann (Replacing Mic'Kayla Ross who resigned – fulfilling her term – Expires 04/30/23)
706 Spring Street
Wausau, WI 54403
715-216-3467
gbornemann@gmail.com

Bio attached

Thank you.

Cc: Melissa Engen
Brad Lenz
Eric Lindman

Brief resume for George A. Bornemann

Home Address:

706 Spring Street
Wausau, WI 54403
Phone: 715-216-3467

Personal:

Born : Nov 1, 1952 in Antigo WI
Married with 3 children
Moved to Wausau in July of 2018

Work:

40 + years at City Gas Company – Antigo (a natural gas utility)
Current position: Semi-retired (part time and consulting)
Past position: Executive Vice President
Past duties include contracting for, and procurement of, natural gas.
Other duties: Regulatory affairs, service extension planning, and accounting

School:

Antigo High School graduated 1971
UW-Stevens Point graduated 1993 - Major in Bus. Admin. / Minor in Econ.

Govt. Experience:

- City of Antigo:

Past chairperson of Antigo's Business Improvement District Board of Directors
Past chairperson of Antigo's Zoning Board of Appeals
Member Library Board
Member of the City's Parkway Planning Committee

- Langlade County

-Elected Member of Langlade County Board of Supervisors 1993 – 2000 & 2004 - 2012

-Committees: Finance (chair - 7 terms),
Forestry & Recreation,
Executive,
Personnel,
Public Safety,
Public Property

- Former Chairperson of County's Water & Land Use Planning Committee

Other County/Regional:

- Member Citizen Advisory Committee for Shoreland Zoning
- Chairperson of the Citizen Advisory Committee for Comprehensive Planning
- Member North Central Regional Planning Commission



MEMORANDUM

DATE: March 3, 2021
TO: Leslie Kremer, Mary Goede
FROM: Mayor Katie Rosenberg
RE: Re-Appointment to Police & Fire Commission

Please place the following re-appointment on the City Council agenda for Tuesday, 3/9/21. If you have any questions, please call my office. Thank you.

POLICE & FIRE COMMISSION

Mr. William Harris (Term expires 4/30/26 – Was fulfilling Tony Patterson's Term)
316-1/2 N. 3rd St. #C
Wausau, WI 54401
715-551-9585
William.harris@co.marathon.wi.us

cc: Chief Ben Bliven & P&FC Members

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

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

Authorizing a Driveway in Excess of Forty-Four Feet for 1000 South 17th Avenue (Happy Enterprises LLP)

Committee Action: Approved 3-0

Fiscal Impact: N/A

File Number: 21-0304

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Rosecrans Street from 17th Avenue to 22nd Avenue is proposed to be reconstructed in 2021; and

WHEREAS, Happy Enterprises LLP, located at 1000 South 17th Avenue, currently uses right-of-way along Rosecrans Street for customer parking; and

WHEREAS, there is currently no single point of entry with each parking space accessed directly from the roadway; therefore, the entire length of the parking area (approximately 130 feet) is used as a parking/driveway entrance; and

WHEREAS, without allowing the entire parking area to act as a driveway entrance, the amount of parking would be severely limited; and

WHEREAS, in accordance with Wausau Municipal Code Section 12.20.030 Concrete Drive Approaches Required, when a street is improved with curb and gutter, concrete drive approaches are required; however, exceptions may be granted by the Capital Improvements and Street Maintenance Committee; and

WHEREAS, given this is not a typical drive approach, there would be a substantial cost savings to leave the area as asphalt; and

WHEREAS, in accordance with Wausau Municipal Code Section 12.20.040 Width and Distance, driveways in excess of forty-four feet may be permitted if approved by the Common Council; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on February 11, 2021 to review the proposed driveway and recommends allowing a variance for a driveway in excess of forty-four feet and allowing the approach to consist of asphalt; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby authorize a driveway in excess of forty-four feet and consisting of asphalt pavement at 1000 South 17th Avenue.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski; *By WebEx*: Lou Larson
(Tom Neal and Debra Ryan were absent)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso; *By WebEx*: Mayor Rosenberg, Cord Buckner

Discussion and possible action on a driveway variance at 1000 South 17th Avenue

Niksich explained this is in conjunction with the reconstruction of Rosecrans Street. 1000 South 17th Avenue is located at the corner of Rosecrans and 17th Avenue. There are two issues at this location; a concrete drive approach is required when there is curb and gutter and the width and distance of the driveway opening. Without Council approval, the maximum width is 42'. This property currently has a driveway opening of approximately 130' wide, which is also used for parking. There are not a lot of other options for this business to have parking as they abut their property lines in all directions. Without allowing a variance, it would remove all available parking for this business.

Larson asked if a concrete approach would be installed. He was in contact with the owners, who would like it left as is. Niksich's intent is to get a variance so concrete does not have to be installed. Staff would like to put it back as asphalt and the owner would not be assessed. Larson questioned if the area would be graded appropriately for drainage if left as asphalt. Wesolowski noted there would be curb and gutter, which would provide a channel for drainage. The grade is away from the building so water would run away from the building to the curb and gutter and to the inlet.

Larson asked if there would be any cost to the business owner. Wesolowski stated there is an assessment charge for the road but not for the asphalt approach. The assessment rate is \$42 a foot regardless if there is an approach or not. The assessment policy is to assess the short side. The long side of a commercial lot over 100' gets the first 100' free and is assessed anything over 100'. Regardless if a concrete approach is put in or not, this property will get assessed footage for the street.

Rasmussen clarified that if the variance is approved, this property would get an asphalt approach and would not be assessed for the approach. Wesolowski noted this has been done for other properties where a business relies on the area for parking. In this case, with curb and gutter installed, they will have enough room to park without protruding into the street.

Niksich further explained that the property's short side is on 17th Avenue. When 17th Avenue is reconstructed, they would be assessed for footage along 17th. For work along Rosecrans Street, the owner will be assessed \$42 a foot for any footage over 100'. Wesolowski added that the owner received a special assessment estimate before the public hearing. They did not attend the public hearing. The approach is proposed to be 130'; to put concrete in would be extremely expensive.

Larson moved to approve the driveway variance at 1000 South 17th Avenue. Wadinski seconded and the motion carried unanimously 3-0.

AGENDA ITEM

Discussion and possible action on a driveway variance at 1000 South 17th Avenue

BACKGROUND

Wausau Municipal Code:

12.20.030 Concrete drive approaches required. Where the street is improved with curb and gutter, concrete drive approaches shall be required.

12.20.040 Width and distance. Driveways shall be no wider than thirty feet, or forty-two feet for duplexes with adjacent garages, at the sidewalk lines, and the nearest boundary of any driveway shall be at least ten feet from a corner crosswalk. Driveway widths in excess of thirty feet, or forty-two feet for duplexes with adjacent garages, may be permitted if approved by the city engineer, up to a maximum of forty-four feet. Driveways in excess of forty-four feet may be permitted if approved by the common council.

1000 S. 17th Avenue, Happy Enterprises LLP, currently uses the northern portion of their property for customer parking. Right of Way is currently being utilized to facilitate this parking, with no single point of entry, and each space is accessed directly from the roadway. In effect, the entire length of the parking area (approximately 130 feet) is used as a parking/driveway entrance. Per code, the maximum driveway width is 44 feet without council approval. Without allowing the entire parking area to act as a driveway entrance, the amount of parking would be severely limited.

Per code, drive entrances on streets with curb and gutter shall have the approaches paved with concrete. Given that this would not be a typical drive approach, and there would be substantial cost savings to the property owner, we recommend leaving as HMA.

FISCAL IMPACT

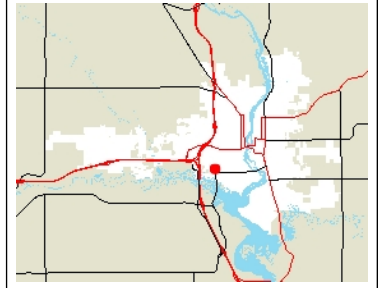
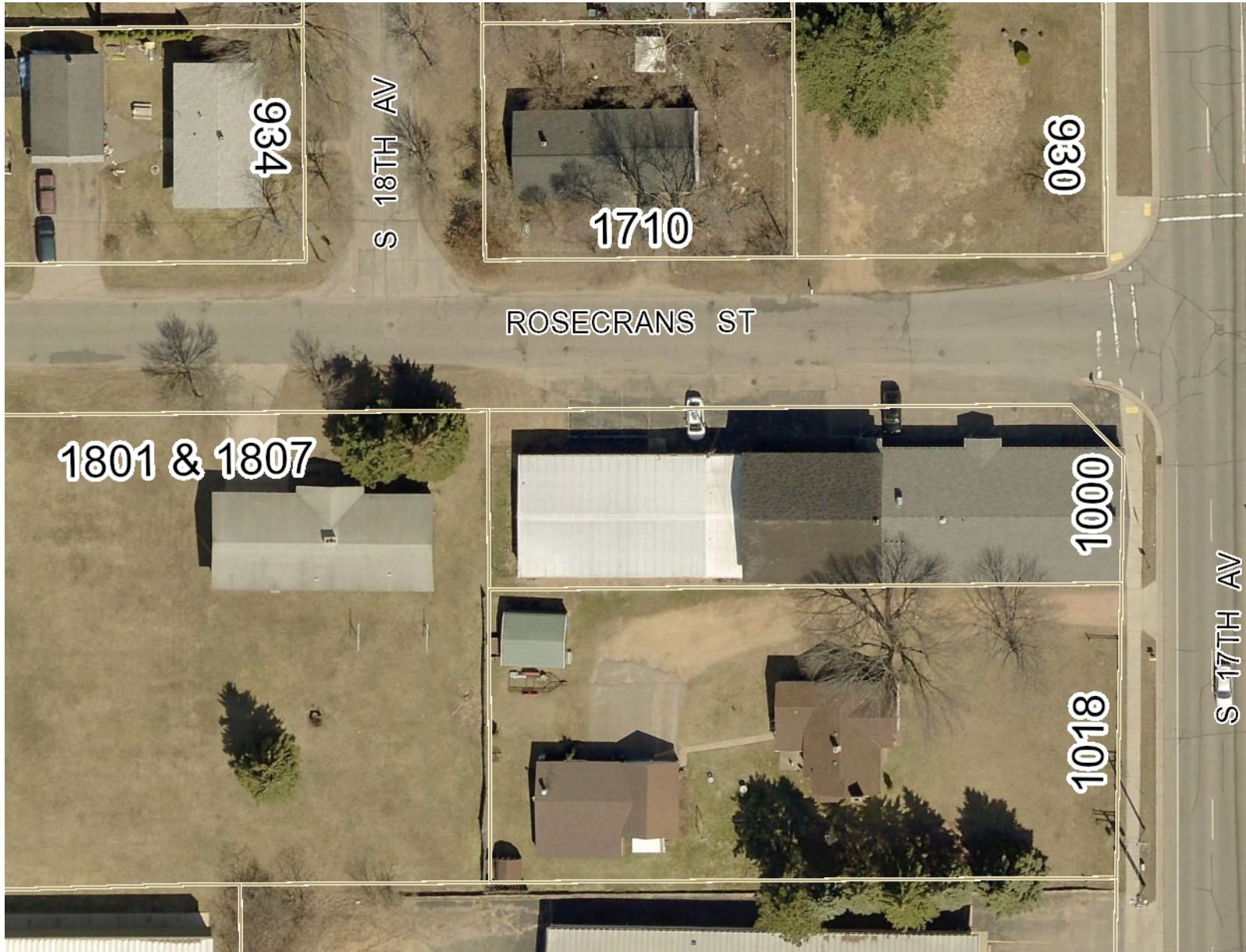
N/A

STAFF RECOMMENDATION

Staff recommends matching the existing driveway width and paving the drive with HMA in lieu of concrete.

Staff contact: TJ Niksich 715-261-6748





Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 2/1/2021

25.00 0 25.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

Notes

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)

Committee Action: Approved 5-0

Fiscal Impact: \$38,500 each year for a period of three years

File Number: 21-0311

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: CCITC</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$38,500 each year for three years</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, historically the GIS Division of the City has shared a contract with Marathon County for Esri Maintenance and GeoCortex Essentials; and

WHEREAS, the current contract is very limited as far as expanding services and information with the need to purchase separate software if wanting to expand; and

WHEREAS, the City has many more features than the County, such as water, sanitary sewer, storm sewer and land/zoning, and has a need to expand its software and continue to increase its data base of information; and

WHEREAS, the GIS Division is proposing to separate from the County's contract and enter into a Small Government Enterprise Agreement with Esri, which is a three-year agreement and would eliminate the need for GeoCortex Essentials; and

WHEREAS, your Finance Committee, on February 23, 2021, discussed and recommended entering into a three-year contract with Esri for a Small Government Enterprise Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Small Government Enterprise Agreement with Esri, and authorizes and directs the proper City officials to execute said Agreement.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 23, 2021 @ 6:00 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan

Others Present: Leslie Kremer, Maryanne Groat, Anne Jacobson, Eric Lindman, Katie Rosenberg; Tracy Kujawa, Jamie Polley, Dan Kerntop, Lindsey Lewitzke, Tom Kilian

Discussion and possible action approving a 3-year contract with ESRI for GIS software.

Rasmussen explained the software that GIS has been sharing with the county does not meet the needs of the city's GIS Department with the utilities and things that they need to map. She indicated they are requesting entering into a second contract with ESRI for GIS software that will better meet those needs.

Eric Lindman stated the city has much more data than the county does between our utilities, electrical, lights, and all of our infrastructure. He noted this software opens the door for us to query our DNR reports for the utility and other reports.

Motion by Martens, second by Watson to approve the contract with ESRI. Motion carried 5-0.



TO: Finance Committee

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

DATE: February 23, 2021

SUBJECT: GIS Change in Contract – 3-year Contract

Historically the GIS division has shared a contract usage with Marathon County. This contract is with ESRI. To help support some of the tools we need as a municipality we also purchased GeoCortex annually. Currently we pay the following:

1. ESRI Maintenance Renewal - \$23,000
2. GeoCortex Essentials - \$3,600

Our current ESRI contract, shared with the County, is very limiting as it relates to expanding services and information. If we wanted to expand our use of ESRI software we need to purchase each software separately.

The City has many more features than a County has, we have water, sewer, storm sewer, land/zoning, etc. Being an urban area we need to be able to expand our software and continue to increase our data base of information. Staff is proposing to separate from the County's contract and enter into an ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which is a 3-year agreement at a cost of \$38,500 per year. This would eliminate the need for GeoCortex Essentials and maintenance as well.

Attached you will find the SGEA contract and a summary of many additional software products and licenses we will be able to access.

ESRI SGEA			
Account		From	To
110-329141			\$38,500
	Total =		\$38,500



November 17, 2020

Mr. Dan Kerntop
City of Wausau
407 Grant St
Wausau, WI 54403-4783

Dear Dan,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/17/2020 To: 3/8/2021

Quotation # Q-415394

Date: February 8, 2021

Customer # 221572 Contract #

City of Wausau
GIS Div
407 Grant St
Wausau, WI 54403-4783

ATTENTION: Dan Kerntop
PHONE: 715-261-6757
EMAIL: dan.kerntop@ci.wausau.wi.us

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

No sales Tax, will
be removed

Subtotal:	\$115,500.00
Sales Tax:	\$6,352.50
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$121,852.50

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jason Fetch

Email:

jfetch@esri.com

Phone:

651-454-0600 ext 2331 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Authorizing Covid-19 Incentive Program.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0317

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau and the world continue to battle the Covid-19 pandemic; and

WHEREAS, three Covid-19 vaccines have been developed and approved by the FDA; and

WHEREAS, the CDC and DHS recommend a Covid-19 vaccine to protect against Covid-19; and

WHEREAS, your Human Resources Committee reviewed and recommends the City establish the following Covid-19 vaccine incentive program for 2021:

- Allow staff up to 30 minutes of paid work time to receive the vaccine if they receive the vaccine during normal work hours
- Ask employees to work with their supervisor to stagger vaccine appointments to ensure proper coverage and service to the citizens
- Employees who provide proof of Covid-19 vaccination be eligible for two additional personal holidays
- Employees who are unable to receive a vaccine may contact HR and be considered for incentive eligibility on a case by case basis

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to approve the Covid-19 vaccine incentive program as described above.

Approved:

Katie Rosenberg, Mayor

REFERRED BACK TO HR

DRAFT

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

DATE/TIME: February 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving an Incentive Program for Employees who Elect to Receive a COVID-19 Vaccine.

Vanderboom brought forward the following recommendation: Employees who opt to receive the COVID-19 vaccine during work time would be compensated for their time missed to receive the vaccine. Employees who opt to receive the COVID-19 vaccine outside of their normal work day would not receive any compensation. All employees who receive the COVID-19 vaccine would receive two Personal Holidays (these are in addition to the Personal Holidays they receive annually). The Personal Holidays would expire at the end of the year, as all Personal Holidays do, and they are not paid out. Vanderboom said there would be no fiscal impact as long as departments do not use overtime to cover any absences; it would cost approximately \$10,000 if everyone used one hour of work time to get vaccinated. Legal advice on the subject, in absence of any guidance from the EEOC, indicated that the City should be fine since they would be offering an incentive and not a penalty. Additionally, the Human Resources Department would handle any accommodations based on a protected status of an employee who cannot receive the vaccine. Vanderboom said that she believes it is important for workforce and public to be vaccinated and is willing to balance a little bit of risk to advance the cause. Vanderboom indicated that Marathon County is providing paid time off, and C-CIT is providing additional sick leave.

Larson asked if this item would need to go to the Finance Committee. Vanderboom said no, it is fiscally neutral, therefore it will go from the Human Resources Committee to Council.

Wadinski asked about the reason for incentivizing something that most people will do anyway. Vanderboom said that the participation rate for the two departments that currently have access to the vaccine is about 60% and is hoping to improve on that.

Herbst asked how access to the vaccine would be handled since the City employs people of varying ages. Vanderboom said that the City cannot change the current vaccine roll-out timeline for who is eligible for the vaccine, and therefore the incentives would have to be available for a long enough period of time to cover all employees.

McElhaney asked if Vanderboom gathered any information that supports the hope that providing an incentive will encourage more employees to receive the vaccine. Vanderboom said that there is no data to support that offering an incentive will increase the numbers, as other companies who are offering incentives have just started doing so, so data is not available.

Martens expressed that he thought the incentive was a good idea and may help a number of people decide to get the vaccine. Larson said that he was unsure about offering an incentive for something people should be doing. Wadinski asked if the incentive could be based on the percentage of people who participate. Vanderboom said that the Committee could structure the incentive however they would like. Mayor Rosenberg agreed with incentivizing employees.

McElhaney asked why it is budget neutral. Vanderboom said that the time cannot be paid out, and if overtime is not used to cover a person's absence, it is budget neutral. Wadinski said that if someone is off of work that it typically costs the employer money to cover the work needed to be done. Larson asked if a tentative timeline could be developed that could be reviewed when it is supposed to come to an end. Wadinski agreed that it would be good to have a time limit in place. Vanderboom said that the Committee could review it annually in December.

Motion by Martens to approve the proposed incentive with two vacation days off with an expiration of December 31, 2021. Second by Larson. McElhaney asked if a caveat could be added that this be reviewed in November. Martens approved of adding a review in November but said it is important to have an expiration so that this does not go on longer than necessary. Larson asked if employees would be eligible if they received two different vaccine shots or whatever is offered. Vanderboom said that as long as the employee receives the full vaccine they would be eligible for the incentive. Wadinski asked what would happen if this turns into something that needs a booster in the future. Vanderboom said it would then be up to the Committee to decide how to proceed. McElhaney asked if the incentive will be retroactive for employees who have already received the vaccine. Vanderboom said yes. McElhaney restated the motion on the floor to approve the proposed incentive of compensating employees who receive the vaccine on work time and to receive up to two personal days after receiving the full vaccination as directed, and that the incentive will expire on December 31, 2021 with a review by the Committee in November of 2021. All ayes. Motion passed 5-0.

Human Resource Committee Packet

February 8, 2021

Agenda Item
Discussion and possible action approving an incentive program for employees who elect to receive a COVID-19 vaccine.
Background
Federal leave protection for COVID-19 related absences expired December 31, 2020; the City of Wausau has extended these benefits until July 1, 2021. At this point, the Human Resources Department does not support requiring employees to receive the COVID-19 vaccine. As these extended benefits related to COVID-19 expire, the City would like to encourage employees to be proactive in guarding their own health and the health of the community. The CDC presents the following benefits of the COVID-19 vaccine (https://www.cdc.gov/coronavirus/2019-ncov/vaccines/vaccine-benefits.html): • COVID-19 vaccination will help keep you from getting COVID-19 • COVID-19 vaccination is a safer way to build protection • COVID-19 vaccination will be an important tool to help stop the pandemic The CDC and the FDA both support the COVID-19 vaccines as safe. More information about the safety of the COVID-19 vaccine can be found at https://www.cdc.gov/coronavirus/2019-ncov/vaccines/safety.html, https://www.cdc.gov/coronavirus/2019-ncov/vaccines/different-vaccines/mrna.html, https://www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/covid-19-vaccines. The decision whether or not to vaccinate remains a personal decision for each employee. However, to advance both employee health and the health of our community, City administration would like the Common Council to consider offering an incentive for employees to voluntarily elect to receive a COVID-19 vaccine. The City considered both additional pay and time off as an incentive. Additional pay at 100% participation costs approximately \$10,000 per hour, while properly managed additional time off is budget neutral.
Fiscal Impact
No fiscal impact provided the additional personal holiday usage and worktime for vaccination do not result in overtime.
Staff Recommendation
• Allow employees paid time to receive the vaccine. Allow employees up to ½ hour (30 minutes) of paid worktime to receive their vaccine if they receive their vaccine during normal work hours.

Human Resource Committee Packet

February 8, 2021

- After registering for a vaccine employees may be called with very short notice to appear at the provider, but the employee must receive supervisor approval before leaving a work assignment; supervisors will approve an employee absence for vaccination purposes whenever possible. Employees may also develop mild symptoms after receiving the vaccine. For this reason, we encourage employees to work with their supervisors to stagger requests for appointments. This will allow City departments to work to maintain sufficient staffing levels.
- Employees who provide proof of COVID-19 vaccination shall be eligible for two additional personal holidays.
- If an employee is unable to receive a COVID-19 vaccine due to a protected reason, please contact the Human Resources department. Eligibility shall be determined on a case-by-case basis in consultation with legal recommendations.
- Safety protocols (wear a mask, social distance, wash hands, etc.) remain in place even for those employees who are vaccinated or recovered from COVID-19, until health authorities (CDC, DHS, etc.) determine otherwise.
- The incentive should remain available until such time as all employees have been reasonably able to receive the vaccine.

Staff contact: Toni Vanderboom (715-261-6634)

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

RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage, in a PUD, Planned Unit Development Zoning District.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 19-1107

Date Introduced: March 9, 2021

WHEREAS, on February 17, 2021, the Plan Commission considered a request to amend the general development plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage; and

WHEREAS, the previous general development plan was approved with 56,000 square feet for storage use with the remaining to be allocated to future commercial tenants; and

WHEREAS, the revised plans show an increase in square footage to approximately 64,000 square feet for storage use; and

WHEREAS, the increase in square footage for the storage use means less available space for future commercial tenants within the existing building; and

WHEREAS, additional allocation of square footage to the storage use would require a subsequent amendment to the general development plan; and

WHEREAS, the specific implementation plans for this phase of the general development plan have been reviewed by the Plan Commission; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage, in a PUD, Planned Unit Development Zoning District.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, February 17, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham; *By WebEx:* Tom Neal, Bruce Bohlken, Andrew Brueggeman, Mic'Kayla Ross

Others Present: Brad Lenz, Mary Thao, Bruce Grau, Gary Gisselman, Lou Larson, Tom Kilian, Andrew Halverson, Todd Mowrer, Mike Howley, Bill Scholfield; *By WebEx:* William Hebert, Anne Jacobson, Becky McElhaney, Matt Thomspson, Larry Hemauer, Nick Bancuk, Debra Ryan

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

Discussion and possible action on amending the General Development Plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage.

Lenz said that the general development plan was already adopted and when the specific plans were presented to staff, the storage area was increased from the previous plans. The storage area on the new plan takes up additional space and limits other future uses of the building.

Bill Scholfield said that the storage business is growing and there isn't a large demand for retail at this time. There will not be any internal walls and it will have a double door. Scholfield said that there is still the intent to have retail space. The storage use has shown a greater demand. This plan makes economic sense. Scholfield said that they are staying flexible, but still building business correctly and said that they are asking for this flexibility as well. Scholfield said that there is pressure to use the entire building for storage.

Neal motioned to amend the General Development Plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage, as proposed. Peckham seconded, and the motion carried unanimously 7-0 by roll call vote. This item will go to Common Council on March 9, 2021.



Planning, Community and Economic Development

TO: Plan Commission
FROM: Brad Lenz, AICP
DATE: February 15, 2021
SUBJECT: Former Shopko Planned Unit Development (PUD)

This memo summarizes two items on the Plan Commission agenda pertaining to the zoning of the former Shopko property. An amendment to the *general development plan* is on the agenda due to an increase in the indoor storage use in the existing building, and its potential effect on the overall site. The previous general plan was approved in December with a square footage of 56,000 square feet (main floor, not including mezzanine) for the storage use with remaining space in the building allocated to future tenants. Renderings approved as part of the general plan showed two other future store fronts. The storage use was taking up approximately one-third of the front (east) façade.

The revised plans show an increase in square footage to approximately 64,000 square feet for the storage use, with less potential for two additional businesses. The percentage of the front façade taken up by the storage use is now over 50%. The space dedicated to the storage use along the south façade would also expand from the previous plan.

At this time, the storage business in the existing building is the only use being proposed for the site. The previously-approved general plan showed two out-buildings along 18th Avenue, in addition to multiple uses within the building. The expansion of the storage use in the building and its impact upon future uses in the building and the site overall is up for review by the Plan Commission as an amendment to the general development plan.

The *specific implementation plans* in the packet are for the storage business and its related parking within the larger lot. As noted in the previous staff report for the general plan (attached), the exterior building standards in the zoning code would apply, as they would in the standard (i.e., non-PUD) zoning districts.

A standard in the code that is questionable for the current specific implementation plans is façade articulation from Section 23.070.30(2). The code states that façade lengths shall not be greater than 70 feet without articulation (such as storefronts, recesses, projections, or vertical divisions). The existing building is rather large – approximately 255 feet (south side) by 330 feet (east side). It currently has limited façade articulation except for the store fronts on the east side of the building. The specific plans should show greater articulation and note the linear feet between elements on the south and east facades, based on the code.

Other elements of the PUD criteria (from the previous staff memo), as they relate to the current specific implementation plans, can be discussed at the meeting.

**Specific Implementation Plan # 1
Wausau Crossroads Market Place
200 S 18th Ave. & NW Corner of 200 S 17th Ave.**

SIP # 1 StorINdoR is consistent with the approved GDP and is the first phase of redevelopment of the former Shopko Building. StoreINdoR brings the new generation and first to this market indoor climate controlled personal-business secured storage and also allows for the ability to efficiently utilize the building and helps to create new sites and buildings to meet the future and changing retail, food service and personal services and office businesses.

Team members and required data provided by: Scherrer Construction, Wausau and REI Engineering of Wausau.

Data provided per code requirements:

(e) Specific Implementation Plan

1.

- a.-b. An existing conditions map and SIP map.
- c. Proposed grading plan.
- d. Specific landscaping plan for the subject site, with required detail. **Included in REI Package**
- e. **General architectural plans. Included in Scherrer Pkg.**
- f. **Engineering plans. REI civil plans included. Building Plan at State for review will forward.**
- g. **Signage:** SIP # 1 New signage includes StorINdoR building mounted signage on the Northeast side of the building above the business entrance and a 2nd building mounted sign on the southwest face. Also a way- finding sign on the north driveway at 17th Ave. which is utilizing existing posts from a Shopko way-finding sign which face was removed. Exact signage dimensions are still pending.

A planned multi-tenant sign (replacing the large Shopko Sign removed for the Road repositioning) is planned and to be placed at or around the planned storm water facility in the southeast corner as illustrated in the PUD & SIP illustration and is on hold until that facility and future SIP plans for that area advances.

- h. **Specific written description of the proposed SIP including:** As noted in detail provided SIP # 1 is specifically for the new Storage business which will be a suite inside the existing former Shopko building so there will be no density changes or utility changes. Also only small changes to the roadway, parking and sidewalk at the suite entrance will occur and are illustrated along with addition of some landscape items. All remaining site features shall remain the same and no changes to public streets or traffic impact will occur. There are no changes to the lot size or building coverage The PUD zoning was required to advance this newer type of Storage Business which is totally contained inside a formal building structure with no outside storage options. We are attempting to meet all zoning requirements in SIP # 1 and we believe we are staying consistent with what was presented in the GDP.

Future work on the SIP # 1 building and the remaining vacant space is also consistent with the approved GDP and will be presented to the zoning administrator when the retail element is determined or a final end user which may include the storage business is selected by the owners and a final entry design and signage along with the parking need can be finally determined.

Future SIP Phases remain 2 or 3 new buildings, the storm water facility additional landscape and a master sign request.

SIP # 1 Storage Business
and flex space for Retail
or Expanded storage

PROPOSED INDOOR STORAGE

RETAIL

Future SIP
Area

Future SIP
Area

Current retail entrance area. Pending
change upon future tenant needs.

Current Parking reserved based on Retail.
Would Change if Storage Tenant

Independent
Development Area

Storm Water Facility
additional green
Space and future
Development Master
Signage

COUNTY MARKET

HOLIDAY

PROPOSED 11,000
RETAIL BUILDING

PROPOSED 11,000
RETAIL BUILDING

11,275 S.F.

TOTAL AREA OF
LAND DEDICATED
TO S.F.A

TOTAL AREA OF
LAND DEDICATED
TO S.F.A

TOTAL AREA OF LAND
DEDICATED TO S.F.A

ZONING: SUBURBAN MIXED USE

ZONING: INSTITUTIONAL

ASST
MANE

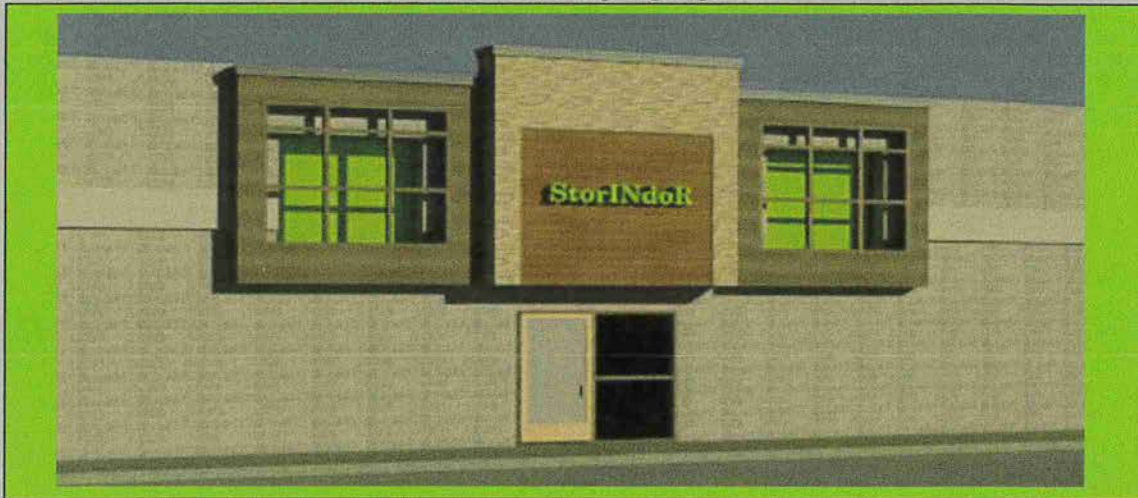
CASH STORE
PIZZA HUT
JACKSON
NEWTT
STARBUCKS

SIP # 1 Signage

East Face Building Signage (Main Entrance)



Southwest Building Signage



StorINdoR Way-Finding Sign
Utilizing existing posts

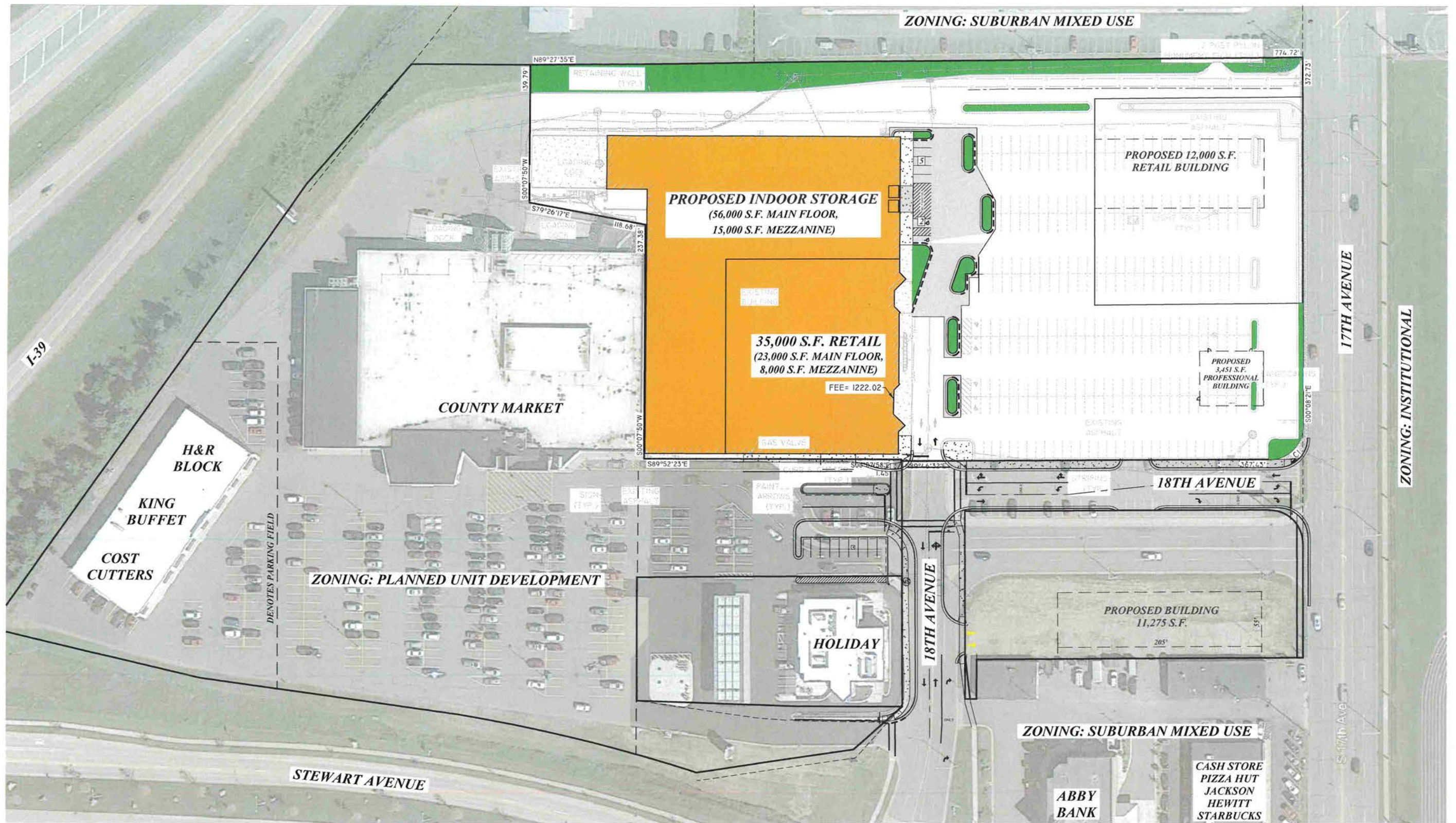


Sign Company Bids not returned yet. 2-3-21



**Per approved GDP this area will include a future Storm water facility
and
Multi-tenant signage location**

Facility	Green Space	Lot Size	Green Space %	% BUILDING COVERAGE
35,000 sq. ft. Retail				
	19,950 sq. ft.	240,039 sq. ft.	8.30%	44.20%
71,000 sq. ft. Indoor Storage				



DATE	REVISION	BY	CHK'D	DESIGNED BY: JJB	CHECKED BY:
				SURVEYED BY: JLR/JJM	APPROVED BY:
				DRAWN BY: TAW	DATE: 2/2/2021

KEYED NOTES

1. ASPHALT PAVEMENT. SEE DETAIL A/C800.
2. 4" SIDEWALK WITH INTEGRAL CURB. SEE DETAIL D/C800.
- 2A. 4" CONCRETE SIDEWALK. SEE DETAIL B/C800.
- 2B. 6" CONCRETE SIDEWALK IN FRONT OF DOORS. SEE DETAIL B/C800.
3. 24" CURB AND GUTTER. SEE DETAIL C/C800.
- 3A. 24" REJECT CURB AND GUTTER. SEE DETAIL C/C800.
4. TRANSITION CURB & GUTTER. SEE DETAIL E/C800.
5. TRANSITION CURB HEIGHT FROM FLUSH TO FULL HEIGHT OVER 10-FT LENGTH.
- 5A. CURB TYPE CHANGE. CURB & GUTTER HEIGHT TO MATCH SIDEWALK HEIGHT.
6. HANDICAP PARKING SPACES & STRIPING. SEE DETAIL G/C800.
7. VAN ACCESSIBLE HANDICAP SIGN WITH DOUBLE ARROW. SEE DETAIL H/C800.
8. PAINTED STRIPING, YELLOW. (TYPICAL)
9. CONCRETE SIDEWALK FLUSH WITH ASPHALT PAVEMENT.

NOTES:

- (A) ALL DIMENSIONS ARE TO THE BACK OF CURB OR FACE OF INTEGRAL CURB, UNLESS OTHERWISE NOTED.
- (B) PRIVATE & PUBLIC UTILITY COORDINATION INCLUDING GAS, ELECTRIC, AND TELECOMMUNICATIONS SHALL BE COORDINATED BY THE CONTRACTOR.

PROPOSED INDOOR STORAGE
(56,000 S.F. MAIN FLOOR,
15,000 S.F. MEZZANINE)

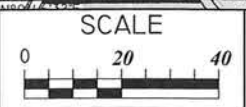
35,000 S.F. RETAIL
(23,000 S.F. MAIN FLOOR,
8,000 S.F. MEZZANINE)

FEE = 1222.02

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4066
EMAIL: MAIL@REIENGINEERING.COM



CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING



DATE	REVISION	BY	CHK'D

DESIGNED BY: JJB	CHECKED BY:
SURVEYED BY: JLR/JJM	APPROVED BY:
DRAWN BY: TAW	DATE: 2/01/29/2021

SITE PLAN
WAUSAU CROSSROADS MARKETPLACE SIP#1
18TH AVENUE
WAUSAU, WISCONSIN

REI No. 8600B
SHEET C100



revi DESIGN, LLC.
outdoor designers
& artists

GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W. AND WITHIN 300 FT OF OHWM.
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT WORK.
- LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHERS AT SITE AND COMPLETE WORK PER OWNERS CONSTRUCTION SCHEDULE.
- ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
- REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.
- PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL.
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOPSOIL.
- USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
- LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
- WHERE EXISTING CONCRETE/ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SEEDING OR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- LANDSCAPE CONTRACTOR TO INSTALL 'CURV-RITE' 1/2" X 4" ALUMINUM EDGING - BRONZE COLOR AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN, UNLESS OTHERWISE SPECIFIED.
- USE 1.5" FRACTURED RED GRANITE STONE MULCH. INSTALL 3" DEPTH WITH APPROPRIATE WEED FABRIC BARRIER.
- LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER. DAILY AS DEEMED NECESSARY BY THE CITY.
- GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

PLANT SCHEDULE:

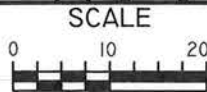
TYPE	QUANTITY	SIZE	SCIENTIFIC/COMMON NAME
	4	1.5" CAL.	QUERCUS BICOLOR SWAMP WHITE OAK
	6	1.5" CAL.	ACER MIYABEI 'MORTON' STATE STREET MAPLE
	3	1" CAL.	CARPINUS CAROLINIANA MUSCLEWOOD
	21	2 GAL.	CORNUS ALBA 'PRAIRIE FIRE' PRAIRIE FIRE DOGWOOD
	44	2 GAL.	JUNIPERUS SABINA 'MINI-ARCADE' MINI ARCADE JUNIPER
	60	CONT.	SCHIZACHYRIUM HETEROLEPSIS 'TARA' TARA DROPS EED

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



REI

CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING



DATE	REVISION	BY	CHK'D

DESIGNED BY: REVI	CHECKED BY:
SURVEYED BY: OTHERS	APPROVED BY:
DRAWN BY: REVI	DATE: 02/01/2021

WAUSAU CROSSROADS MARKETPLACE
LANDSCAPE PLAN - TREE ISLANDS
18TH AVENUE, WAUSAU, WI



REI No. 8600A
SHEET L100

PROJECT SUMMARY:
INTERIOR ALTERATIONS TO EXISTING BUILDING. OCCUPANCY CHANGE FROM RETAIL TO SELF STORAGE
BUILDING CODE INFORMATION:

INTERIOR ALTERATIONS TO EXISTING BUILDING. OCCUPANCY CHANGE FROM RETAIL TO SELF STORAGE

BUILDING CODE INFORMATION:

TYPE OF PROJECT:	ADDITION/ ALTERATION
USE GROUP:	S1-MODERATE HAZARD STORAGE: M - MERCANTILE
HEIGHT & AREA:	REFER TO ADJACENT TABLE FOR HEIGHT AND AREA RESTRICTIONS
	PROPOSED AREA OF ALTERATION 77,223 SF
SPRINKLER SYSTEM HEIGHT INCREASE	1 STORY OR 20'
SPRINKLER SYSTEM AREA INCREASE	200% (WHEN 100% SPRINKLERED AND SURROUNDED BY MIN. 60" PUBLIC WAY OR YARD, AREA MAY BE UNLIMITED)

FIRE PROTECTION SYSTEMS:
AUTOMATIC SPRINKLER SYSTEMS:

MERCANTILE:

NUMBER OF EXITS:
EXIT ACCESS TRAVEL:

ACCESSIBILITY:

EMPLOYEE WORK AREAS:

ACCESSIBLE ROUTE

ACCESSIBLE ENTRANCES

TOILET/ BATHING FACILITIES

SIGNAGE:

INDOOR ENVIRONMENT:

VENTILATION:

EROTICISM.

ROOF ASSEMBLIES/ STRUCTURES:

GLASS AND GLAZING:

EMERGENCY AND STANDBY POWER

PLUMBING: MINIMUM REQUIRED FIXTURES

DRINKING FOUNTAIN
SERVICE SINKS

FIRE AREA EXCEEDS 12,000 SF; OR IS LOCATED MORE THAN 3 STORIES ABOVE GRADE PLANE; OR THE COMBINED AREA OF ALL 1 ST FIRE AREAS ON ALL FLOORS INCLUDING MEZZANINES EXCEEDS 24,000 SF; OR IS USED FOR THE STORAGE OF COMMERCIAL TRUCKS OR BUSES WHERE THE AREA EXCEEDS 5,000 SF; OR IS USED FOR THE STORAGE OF STORAGE OF HIGHLY FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED; OR HIGHLY FLAMMABLE OR COMBUSTIBLE FURNITURE OR MATTRESSES EXCEEDS 2,500 SF AREAS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED; REQUIRED IN HIGH-PILED COMBUSTIBLE STORAGE AREAS [EXCEEDS 12' IN HEIGHT]; REQUIRED IN BUILDINGS AND PORTIONS THEREOF USED FOR 12 OCCUPANCY HAVING MORE THAN 50, 000 SF IN UNOCCUPIED AREA;
"WHERE INSTALLED IN BUILDINGS PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM, SMOKE AND HEAT VENTS MUST BE DESIGNED TO OPERATE AUTOMATICALLY

MIN. 7'-6" (EXCEPTIONS: STAIR HEADROOM; DOOR HEIGHTS; RAMP HEADROOM; AREAS BELOW MEZZANINES
SLIP RESISTANT AND SECURELY ATTACHED
SLOPED SURFACES TO BE USED AT ELEVATION CHANGE LESS THAN 12"; SLOPES GREATER THAN 1:20 SHALL USE
RAMPS; RAMPS WITH ELEVATION CHANGE LESS THAN 6" SHALL HAVE HAND RAILS OR FLOOR FINISH MATERIALS THAT
CONTRAST WITH ADJACENT FLOOR FINISH MATERIALS; (EXCEPTIONS: S1 OCCUPANCY MAY HAVE A SINGLE STEP WITH
MAX RISER OF 7" AT EXTERIOR DOORS

300 SF/ PERSON GROSS;
FIRST FLOOR - 63.995 SF/ 300 SF = 214 OCCUP.
MEZZANINE - 13.295 SF/ 300 SF = 45 OCCUP.
TOTAL OCCUPANT LOAD - 259 OCCUP.
60 SF PERSON GROSS;
FIRST FLOOR - 16.278 SF/ 60 SF = 305 OCCUP.
MEZZANINE - 6.025 SF/ 300 SF = 21 OCCUP.
TOTAL OCCUPANT LOAD = 326 OCCUP.
*STAIRWAYS - 3 x OCCUPANT LOAD
*OTHER COMPONENTS - 2 x OCCUPANT LOAD
*DOORS - MIN. 32" CLEAR WIDTH BUT NOT LESS THAN REQUIRED BY LOAD
*STAIRWAYS - MIN. 44" CLEAR WIDTH (EXCEPTION - OCCUPANT LOAD LESS THAN 50 - MIN. 36" CLEAR WIDTH)
*REAR EXITS - MIN. 44" CLEAR WIDTH (EXCEPTION - OCCUPANT LOAD LESS THAN 50 - 36" CLEAR WIDTH)
*CORRIDORS - MIN. 44" CLEAR WIDTH (EXCEPTION - OCCUPANT LOAD LESS THAN 50 - 36" CLEAR WIDTH)
*REAR EXITS - MIN. 44" CLEAR WIDTH (EXCEPTION - OCCUPANT LOAD LESS THAN 50 - 36" CLEAR WIDTH)
TOTAL OCCUPANT LOAD GREATER THAN 501 - 3 EXITS
MAX 250'

WORK AREAS LESS THAN 300 SF AND 7" ABOVE OR BELOW GROUND/ FINISHED FLOOR LEVEL DUE TO ESSENTIAL FUNCTION OF THE SPACE ARE EXEMPT FROM ALL REQUIREMENTS.
MIN. ONE ACCESSIBLE ROUTE TO BE PROVIDED TO CONNECT ALL ACCESSIBLE BUILDINGS, FACILITIES, ELEMENTS AND SPACES ON THE SAME SITE.

60% OF ALL PUBLIC ENTRANCES SHALL BE ACCESSIBLE.
ACCESSIBLE PARKING SHALL BE PROVIDED. REFER TO ADDITIONAL PARKING REQUIREMENTS FOR RATIOS.
PUBLIC FACILITIES SHALL BE LOCATED ON AN ACCESSIBLE ROUTE. AT LEAST ONE OF EACH TYPE OF FIXTURE, ELEMENT
CONTROL OR DISPENSER IN EACH ACCESSIBLE TOILET ROOM SHALL BE ACCESSIBLE.

INTERNATIONAL SYMBOL OF ACCESSIBILITY TO BE AT THE FOLLOWING LOCATIONS

- *ACCESSIBLE PARKING SPACES
- *ACCESSIBLE LOADING ZONES
- *ACCESSIBLE ROOMS WHERE TOILET/ BATHING FACILITIES ARE CLUSTERED
- *ACCESSIBLE ENTRANCES IF NOT ALL ENTRANCES ARE ACCESSIBLE
- *AREAS OF REFUGE

NATURAL OR MECHANICAL VENTILATION IS REQUIRED

INTERIOR SPACES INTENDED FOR HUMAN OCCUPANCY SHALL BE CAPABLE OF MAINTAINING AN INDOOR TEMPERATURE OF 68°-80° F AT 5' ABOVE THE FLOOR, ON THE DAY OF THE YEAR.

INTERIOR SPACES INTENDED FOR HUMAN OCCUPANCY SHALL BE PROVIDED WITH NATURAL OR ARTIFICIAL LIGHT. NATURAL LIGHT SHALL BE A MIN. NET GLAZED AREA OF 8% OF THE FLOOR AREA OF THE ROOM SERVED. ARTIFICIAL LIGHT SHALL BE ADEQUATE TO PROVIDE AN AVERAGE OF 10 FOOT-CANDLES OVER THE AREA OF THE ROOM AT 2'-6" ABOVE THE FLOOR.

ROOF ASSEMBLY SHALL HAVE A MIN. CLASS "C" COVERING.

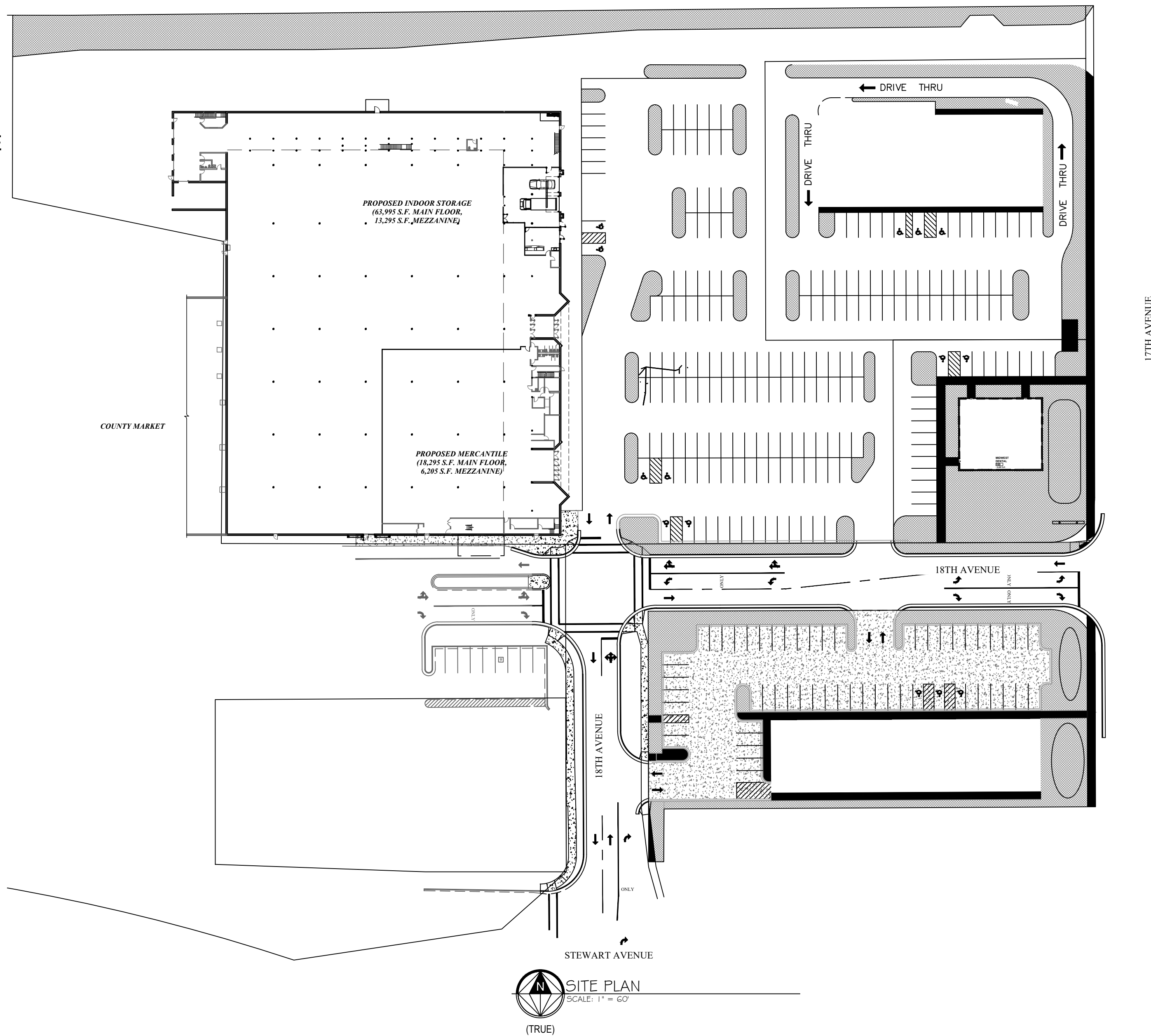
EACH PANE OF GLASS SHALL BEAR THE MANUFACTURER'S MARK DESIGNATING THE TYPE AND THICKNESS OF THE GLASS AND THE DATE OF MANUFACTURE. A SAFETY GLAZING SHALL BE PROVIDED IN AREAS WHERE REQUIRED.

EMERGENCY AND STANDBY POWER SHALL BE PROVIDED FOR:

IBC 2902.1, TABLE 2902.1, 2902.3, & IBC SECTION 2902 ARE TOILET ROOMS REQUIRED FOR BUILDINGS OR STRUCTURES THAT ARE NOT DESIGNED TO BE NORMALLY OCCUPIED?

ANSWER: NO. MANY BUILDINGS AND STRUCTURES ARE NOT DESIGNED AS AN "OCCUPIABLE SPACE" AND ACCORDINGLY NEED NOT INCLUDE TOILET ROOMS WITHIN THEM OR ADJACENT TO THEM. INCLUDED ARE BUILDINGS LIKE MINI-STORAGE BUILDINGS, PARKING GARAGES, STORAGE GARAGES, OR AIRCRAFT HANGARS. SOME ADDITIONAL EXAMPLES INCLUDE THE FOLLOWING BUILDING STRUCTURES THAT PROVIDE A DRIVE-IN SERVICE LIKE SELF-SERVE CAR WASHES OR A WALK-IN SERVICE LIKE ATM KIOSKS. (SEPTEMBER 1, 2011)

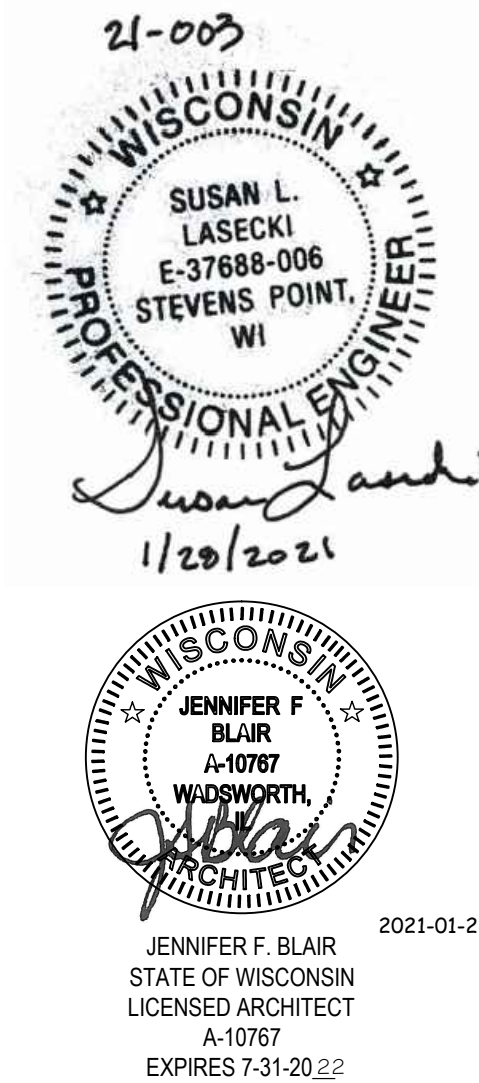
FACTORY 1/400, WAREHOUSE 1/1000 = MIN 1 STD, MIN 1 ACC. = 2 TOTAL
FACTORY = 1; WAREHOUSE = 1; TOTAL 2



ALLOWABLE BUILDING HEIGHT											ALLOWABLE BUILDING AREA																								
OCCUPANCY CLASSIFICATION		TYPE OF CONSTRUCTION									OCCUPANCY CLASSIFICATION		TYPE OF CONSTRUCTION																						
		SEE FOOTNOTES		TYPE I		TYPE II		TYPE III		TYPE IV			TYPE V		SEE FOOTNOTES		TYPE I		TYPE II		TYPE III		TYPE IV		TYPE V										
				A	B	A	B	A	B	HT			A	B			A	B	A	B	HT	A	B	A	B	A	B	HT	A	B					
M	NS	FEET	UL	160	65	55	65	55	65	50	40	M	NS	UL	UL	21,500	12,500	18,500	12,500	20,500	14,000	9,000	S-1	S1	UL	UL	86,000	50,000	74,000	50,000	82,000	56,000	36,000		
		STORIES	UL	11	4	2	4	2	4	3	1			UL	UL	64,500	37,500	55,500	37,500	61,500	42,000	27,000													
	S	FEET	UL	180	85	75	85	75	85	70	60		NS	UL	UL	48,000	26,000	17,500	26,000	17,500	25,500	14,000		9,000	S1	UL	UL	192,000	104,000	70,000	104,000	70,000	102,000	56,000	36,000
		STORIES	UL	12	5	3	5	3	5	4	2			UL	UL	144,000	78,000	52,500	78,000	52,500	76,000	42,000		27,000											
S-1	NS	FEET	UL	160	65	55	65	55	65	50	40	S-1	NS	UL	UL	79,000	39,000	26,000	39,000	26,000	38,500	21,000	13,500	S-2	S1	UL	UL	316,000	156,000	104,000	156,000	104,000	154,000	84,000	54,000
		STORIES	UL	11	4	2	3	2	4	3	1			UL	UL	237,000	117,000	78,000	117,000	78,000	115,500	63,000	40,000												
	S	FEET	UL	180	85	75	85	75	85	70	60		NS	UL	UL	180	85	75	85	75	85	70	60		SM	UL	UL	12	6	4	5	4	2		
		STORIES	UL	12	5	3	4	3	5	4	2			UL	UL	160	65	55	65	55	65	50	40												
S-2	NS	FEET	UL	160	65	55	65	55	65	50	40	S-2	NS	UL	UL	111	5	3	4	3	4	2	S-2	S1	UL	UL	180	85	75	85	75	85	70	60	
		STORIES	UL	11	4	2	3	2	4	3	1			UL	UL	12	6	4	5	4	2														
	S	FEET	UL	180	85	75	85	75	85	70	60		SM	UL	UL	12	6	4	5	4	2	SM		UL	UL	12	6	4	5	4	2				
		STORIES	UL	12	5	3	4	3	5	4	2			UL	UL	12	6	4	5	4	2														
NOTE: UL=UNLIMITED; NP=NOT PERMITTED; NS=NON-SPRINKLERED; S1=ONE-STORY SPRINKLERED; SM=MULTI-STORY SPRINKLERED; S13R=NFPFA 13R SPRINKLER SYSTEM																																			

MINIMUM REQUIRED PLUMBING FIXTURES (TABLE 2902.1)								
OCCUPANCY	DESCRIPTION	WATER CLOSETS/ URINALS		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAINS	OTHER
		MALE	FEMALE	MALE	FEMALE			
M	RETAIL STORES, SERVICE STATIONS, SHOPS, SALESROOMS, MARKETS AND SHOPPING CENTERS	1 PER 500	1 PER 500	1 PER 750	1 PER 750	N/A	1 PER 1,000	1 SERVICE SINK
S-1 AND S-2	STRUCTURES FOR THE STORAGE OF GOODS, WAREHOUSES, STOREHOUSES AND FREIGHT DEPOTS, LOW AND MODERATE HAZARD	1 PER 100	1 PER 100	1 PER 100	1 PER 100	REFER TO SECTION 411 OF INTERNATIONAL PLUMBING CODE	1 PER 1,000	1 SERVICE SINK

ARCHITECTURAL SHEETS	
NUMBER	SHEET TITLE
G000	COVER SHEET
D100	EXISTING FIRST FLOOR PLAN
D101	EXISTING MEZZANINE PLAN
D102	FIRST FLOOR DEMO - QUADRANT A
D103	FIRST FLOOR DEMO - QUADRANT B
D104	FIRST FLOOR DEMO - QUADRANT C
D105	FIRST FLOOR DEMO - QUADRANT D
D106	MEZZANINE DEMO PLAN - QUADRANT A
D107	MEZZANINE DEMO PLAN - QUADRANT B
D108	MEZZANINE DEMO PLAN - QUADRANT C
D109	MEZZANINE DEMO PLAN - QUADRANT D
A100	PROPOSED FIRST FLOOR PLAN
A101	PROPOSED MEZZANINE PLAN
A102	FIRST FLOOR PLAN - QUADRANT A
A103	FIRST FLOOR PLAN - QUADRANT B
A104	FIRST FLOOR PLAN - QUADRANT C
A105	FIRST FLOOR PLAN - QUADRANT D
A106	MEZZANINE FLOOR PLAN - QUADRANT A
A107	MEZZANINE FLOOR PLAN - QUADRANT B
A108	MEZZANINE FLOOR PLAN - QUADRANT C
A109	MEZZANINE FLOOR PLAN - QUADRANT D
A200	ELEVATIONS
A300	SECTIONS
A301	SECTIONS
A400	ENLARGED PLANS AND ADA DETAILS
A500	DETAILS
A600	WALL TYPES AND SCHEDULES
A700	EXIT - EMERGENCY PLAN
STRUCTURAL SHEETS	
NUMBER	NOTE
S0.0	STRUCTURAL NOTES
S1.0	FOUNDATION PLAN
S1.1	MEZZANINE FRAMING PLAN
S1.2	ROOF FRAMING PLAN
S1.3	ENLARGED PLANS
S1.4	ENLARGED PLANS
S3.0	FRAMING ELEVATIONS
S5.0	WALL SECTIONS
S6.0	STRUCTURAL DETAILS
S6.1	STRUCTURAL DETAILS
S6.2	STRUCTURAL DETAILS
S6.3	STRUCTURAL DETAILS



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Storage Facility Build-out
Interior Alterations - Storage
Facility

Cover Sheet

Project number	20-028
Date	2021-01-28
Drawn by	JFB
Checked by	CHK
Scale	
Sheet Number	0000

G000

PRELIMINARY - NOT FOR CONSTRUCTION - 2021-02-04

GENERAL AREA INFORMATION:	
FIRST FLOOR GROSS FLOOR AREA:	82,274 SF
RESERVED FOR RETAIL OCCUP.:	18,942 SF
GROSS FOR STORAGE OCCUP.:	63,332 SF
RESERVED FOR STORAGE/ FRONT LOADING & OFFICE:	3,837 SF
RESERVED FOR STORAGE UNITS:	59,495 SF

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PRELIMINARY - NOT FOR CONSTRUCTION - 2021-02-04

A100



GENERAL AREA INFORMATION:	
MEZZANINE GROSS FLOOR AREA:	19,500 SF
RESERVED FOR RETAIL OCCUP.:	6,205 SF
GROSS FOR STORAGE OCCUP.:	13,295 SF

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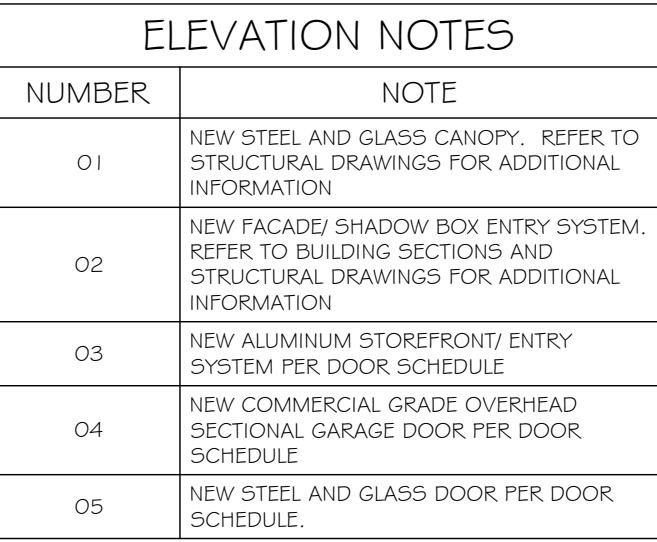
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Storage Facility Build-out Interior Alterations - Storage Facility

Proposed Mezzanine Plan

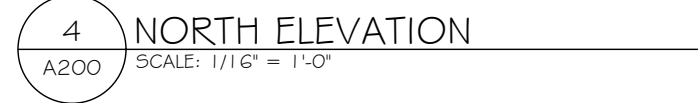
Project number	20-028
Date	2021-01-28
Drawn by	JFB
Checked by	CHK
Scale	
Sheet Number	A-104

PRELIMINARY - NOT FOR CONSTRUCTION - 2021-02-04



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[illegible]

Storage Facility Build-out
Interior Alterations -
Storage Facility

Elevations

Project number	20-028
Date	2021-01-28
Drawn by	JFB
Checked by	CHK
Scale	

Sheet Number

A200

PRELIMINARY - NOT FOR CONSTRUCTION - 2021-02-04



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[illegible]

Interior Alterations - Storage Facility

Sections

Project number	20-020
Date	2021-01-20
Drawn by	JFB
Checked by	CHK
Scale	

Sheet Number

A301

PRELIMINARY - NOT FOR CONSTRUCTION - 2021-02-04

15003077 MAMC CHEMIST'S GOWDAR V. B. 83031610 Arch. Coll. - Chemist's GOWDAR V. B. 83031610

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 2101 and 2105 Grand Avenue from UMU, Urban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for two 16-unit apartment buildings.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 21-0310

Date Introduced: March 9, 2021

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

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

GRAND AVENUE ADD PT OF LOTS 1 2 & 3 BLK 9 DESD AS PCL (1) OF CSM VOL 39-52(9629) -- PLAT OF SURVEY 1/20/2020, MORE COMMONLY KNOWN AS 2101 GRAND AVEUE; AND

GRAND AVENUE ADD PT OF LOTS 2 & 3 & ALL OF LOT 4 BLK 9 ALSO PT OF NW1/4 SE1/4 SEC 01-28-07 DESD AS PCL 2 OF CSM VOL 39-52 (#9629), MORE COMMONLY KNOWN AS 2105 GRAND AVENUE

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 PUD, Planned Unit Development Zoning District and the General Development Plan to allow for two 16-unit apartment buildings is approved.

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:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, February 17, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham; *By WebEx*: Tom Neal, Bruce Bohlken, Andrew Brueggeman, Mic'Kayla Ross

Others Present: Brad Lenz, Mary Thao, Bruce Grau, Gary Gisselman, Lou Larson, Tom Kilian, Andrew Halverson, Todd Mowrer, Mike Howley, Bill Scholfield; *By WebEx*: William Hebert, Anne Jacobson, Becky McElhaney, Matt Thomspon, Larry Hemauer, Nick Bancuk, Debra Ryan

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 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 2101 and 2105 Grand Avenue from UMU, Urban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approving the General Development Plan to allow for two 16-unit apartment buildings.

Larry Hemauer, Emmerich and Associates, said that he is available for any questions.

Nick Bancuk, Marathon Technical Services, said that this is two parcels and they would like to combine into one parcel with two buildings. The PUD zoning is needed since there would be two buildings on one lot and the parking would be reduced. The units will all be one bedroom.

Mayor Rosenberg closed the public hearing.

Lenz said the existing zoning would allow the project, except for the two buildings on one lot and some of the combination of shared services – it is not a big change from what is currently permitted.

Neal motioned to rezone 2101 and 2105 Grand Avenue from UMU, Urban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for two 16-unit apartment buildings. Brueggeman seconded.

Peckham asked what the approximate rent will be. Hemauer answered that it will be roughly \$600/unit. Peckham asked if guardian services will be done. Hemauer said that the negotiations have been ongoing for that. Peckham said that there will be fewer parking spots and asked if the number of vehicles for each unit can be controlled. Hemauer answered that it is hard to control but believe they have sufficient parking. The required parking is 48 spots and 45 spots are planned. Hemauer said they are trying to preserve green space and a snow storage area.

Debra Ryan said that this will provide affordable housing for at least five years and she supports this proposal. Ross said that she agrees and supports this item.

The motion carried unanimously 7-0 by roll call vote. This item will go to Common Council on March 9, 2021.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: February 15, 2021
Subject: Planned Unit Development at 2101 and 2105 Grand Avenue

Background

The attached cover letter describes a proposed multi-family residential development along the east side of Grand Avenue, south of Ross Avenue. The sites are currently vacant, but formerly contained the Ponderosa Motel and a small restaurant. The City of Wausau's Community Development Authority purchased one of the parcels to help facilitate its redevelopment and is in the process of transferring ownership to the developer.

The plans for the proposed development show that the two existing parcels would be combined, and two new buildings would be built on a single parcel. Placing two principal buildings on a single lot is the main reason for the petitioners seeking the Planned Unit Development (PUD) zoning. The proposed uses would be allowed in the existing zoning, at the density proposed. Staff is using the standard zoning districts in the assessment of the site, such as for setbacks, exterior design guidelines, off-street parking, etc. Feedback on the plans has been provided to the petitioners based on the zoning standards from the multi-family and mixed-use districts, and the current plans are showing consistency with these standards.

Criteria for Approval

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development. It states that in its review of an application for a PUD the plan commission shall make findings with respect to the ten criteria (below). Staff comments follow each of the criteria listed below. In some cases, as noted below, the criteria may pertain more to the specific implementation plans than to the current general development plans.

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.

The purpose of the PUD zoning is to provide for the possible relaxation of certain development standards in exchange for advantages in the overall site design. These advantages could include functionality, architectural quality, environmental benefits and others.

In this case, PUD zoning is being sought to allow for two buildings on a single sight. Along with that comes a coordinated sight plan that can share facilities such as internal driveways, off-street parking, and refuse collection. This would

generally fit the intent of the district, with specific advantages yet to be determined through the specific implementation plans.

- 2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)**

A housing objective in the comprehensive plan is to encourage a variety of housing types throughout the city without concentrating any particular type of housing within one neighborhood. The plan also encourages in-fill housing and increasing the availability of affordable housing. The proposed PUD zoning can be seen as facilitating in-fill housing and meeting the objectives of the plan.

- 3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.**

The existing zoning of the property, Urban Mixed Use (UMU), would allow an apartment building up to 20 units (on each of two parcels). The intended density of residential units in this district is 36 dwelling units per acre (or less). The proposed project would add 32 units on just over an acre of land, making it less than the maximum density of the current zoning district.

The wider pattern of development in this area of Grand Avenue is to allow for slightly more intense uses along Grand Avenue, with less intensity away from Grand Avenue (mostly in the form of low-density housing). The higher-density apartments would fit with this pattern of greater intensity along the corridor.

- 4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.**

The new project will use existing public utilities and facilities that are available in the area. The intensity of the uses is not expected to overload any public facilities.

- 5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.**

A detailed landscaping plan will be submitted as part of the specific implementation plans. It will show details of natural screenings and/or fencing. The current site plan shows that the buildings are closer to the north side of the property, towards Ross Avenue, which is a predominantly residential street, and away from the commercial uses that are immediately adjacent to the south.

- 6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.**

The proposed project is located on a redevelopment site that contained former commercial buildings; it is surrounded by fully-developed commercial and residential properties. The future landscaping plans are expected to show natural amenities that will fit into the surrounding area.

7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.

Staff has been reviewing the exterior building design standards in the zoning code with the petitioners as they relate to this project. The standards speak to the design and materials used for the exterior of the buildings in order to maintain and enhance the attractiveness and values of property in the area.

8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

As noted previously, the plans for the project are following closely to what would be permitted in the current zoning district, and they are following a similar pattern of intensity to that which is established along the Grand Avenue corridor.

9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.

The plan is showing a coordinated site design for two separate buildings. The project is attempting to use space efficiently for driveways, off-street parking, refuse collection, and stormwater management. Green space is intended to be maximized. Specific plans will need to be reviewed in the future to determine additional environmental design and performance benefits.

Parking is being provided at a ratio of 1.34 spaces per unit (43 spaces total), with the understanding that most of the 32 units, which are all one-bedroom, will be single-occupancy. Also, a number of the future tenants are not expected to own vehicles. Off-street parking is available on Ross Avenue for occasional visitor, overflow, and/or temporary parking.

10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

A specific timeline is currently unknown, but the two buildings could be built in phases without too much impact on the site overall. If built in phases, staff recommends that the western building (closest to Grand Avenue) be built first, both from an urban design perspective and to avoid potential issues with the developer's agreement with the Community Development Authority.



Marathon Technical Services LLC
404 Franklin
Suite 1
Wausau, WI 54403

Consulting Engineers
Municipal Infrastructure, Site Design and Commercial Building Design

January 20, 2021

Mr. Brad Lenz
City Planner and Interim Development Director
City of Wausau
407 Grant Street
Wausau, WI 54403

RE: Zoning Map Amendment – 2101 and 2105 Grand Avenue

Dear Mr. Lenz:

The owner of 2105 Grand Avenue, Emmerich & Associates Inc, is in the process of purchasing 2101 Grand Avenue from the Community Development Authority of the City of Wausau. The intent of the land purchase is to combine to two parcels into one larger parcel. Emmerich & Associates proposes to develop the land as a multi-family residential use.

The proposed development includes the construction of (2) 16-unit apartment buildings with a combined parking lot, refuse and recycling, and storm water management. The desire to integrate the design into one development necessitates a zoning change to a Planned Unit Development (PUD).

As part of the zoning change to a Planned Unit Development, a General Development Plan is required. Along with a copy of the Application for Zoning Map Amendment, the following is a list of items required by Section 23.10344 of the City Ordinances:

- a) Location Map of the Subject Property (see attached)
- b) Site Plan (see attached)
- c) Statistical Data
 - i, ii, and iii. Only one lot will be created with a lot size of 1.053 acres (45,852 square feet).
 - iv. Building area is 12,253 square feet or 26.7%.
 - v. Landscaping area is 16,995 square feet or 37.1%.
 - vi. The project is proposed to be constructed in phases with the western

building and parking lot completed first and followed by the eastern building and parking.

- d) A Conceptual Landscape Plan is included as part of the Site Plan. No plantings have been selected and no comparison to the landscaping requirements has been made.
- e) No signage is proposed.
- f) No property owner's association, covenants, or deed restrictions are proposed. An easement will be provided for an existing sanitary sewer line that runs through the property.
- g)
 - i. The project intends to provide working class housing in a cost-effective manner. Preliminary Building Plans are attached for reference.
 - ii. All (32) units will be one-bedroom, one-bathroom units.
 - iii. The proposed density is 30.4 units per acre.
 - iv. The existing site was fully developed and has since been razed. The proposed development will incorporate as much green space as possible with landscaping to meet the City Ordinance.
 - v. The proposed development is located in the southeast quadrant of the Grand Avenue and East Ross Avenue intersection. The neighboring property to the south is an automotive repair shop. The property to the east is a gas station and convenience store.
 - vi. The Comprehensive Plan shows the Future Land Use as Suburban Commercial and Industrial with Suburban Residential immediately to the east and northeast.
- h) A Traffic Impact Analysis has not been requested by the City.

As part of the Planned Unit Development, the developer proposes to reduce the number of required parking stalls from 48 to 43. This reduction of parking stalls is based on the parking stall needs from developer's other similar sites as well as to maintain a maximum amount of green space for the development.

All other City Ordinances are intended to be complied with.

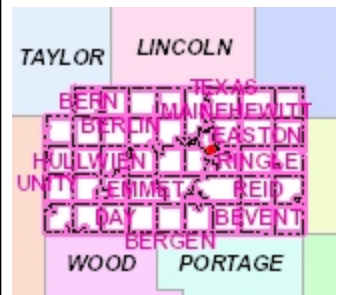
Please review the application and included materials for use in the application for a zoning change. If you have any questions or need any further information, please let us know.

Sincerely,

Nicholas Bancuk PE
Project Engineer



Land Information Mapping System



Legend

- Parcels
- Land Hooks
- Section Lines/Numbers
- Municipalities
- 2015 Orthos
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Surrounding_Counties
 - CLARK
 - LANGLADE
 - LINCOLN
 - PORTAGE
 - SHAWANO
 - TAYLOR
 - WAUPACA
 - WOOD

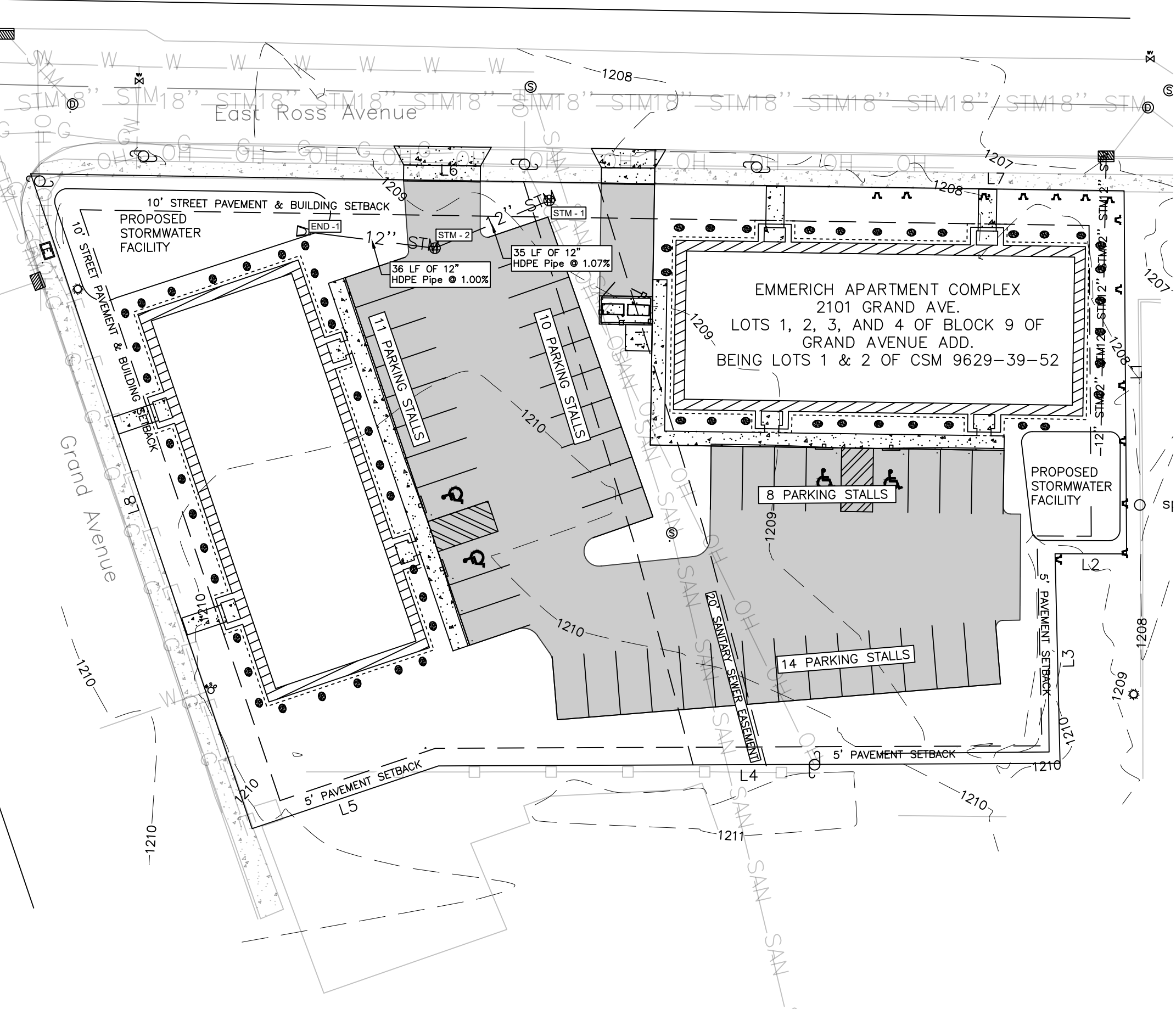
Notes

70.19 0 70.19 Feet

NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



- BLOCK LEGEND:
- EXISTING CURB STOP
 - EXISTING WATER VALVE
 - EXISTING LIGHT POLE
 - EXISTING UTILITY POLE
 - EXISTING FENCE POST
 - EXISTING SPRINKLER
 - PROPOSED PLANTS
 - PROPOSED HANDICAP PARKING SIGN
 - EXISTING CURB INLET
 - EXISTING CATCH BASIN
 - EXISTING STORM SEWER MANHOLE
 - EXISTING SANITARY SEWER MANHOLE
- HATCH LEGEND:
- PROPOSED BUILDING
 - PROPOSED ASPHALT
 - PROPOSED CONCRETE
- LINETYPE LEGEND:
- PROPOSED ROOF LINE
- IMPERVIOUS AREA COMPARISON:

	AREA	PERCENT
GREENSPACE	18004 SF	38.4294
BUILDING	12253 SF	26 &
PAVEMENT	16592 SF	35%
TOTAL LOT	46849.5561	100.0000 %

404 FRANKLIN ST.
WAUSAU, WI 54403
PHONE: 715-843-7292
FAX: 715-843-7292
WWW.MTSLLC.NET

MARATHON TECHNICAL
SERVICES LLC

MTS

REVISION DATE

SURVEYED BY:
VREELAND ASSOCIATES

DESIGNED BY:
MTS

DRAWN BY:
JUSTIN H.

APPROVED BY:
NICK B.

PROJECT DETAILS

PROJECT NUMBER:
2009

PROJECT PHASE:
PRELIMINARY

PROJECT MILESTONE:
CONCEPT

PROPOSED SITE PLAN

EMMERICH APARTMENTS
WAUSAU, MARATHON COUNTY

SCALE

1" = 30'

SHEET NO.

3

Option D



FRONT ELEVATION

Option L
Preliminary #7
Not for construction

FLOOR PLAN NOTES

- EXTERIOR SIDING, TRIM, MOULDINGS AND DETAILS ARE PER BUILDER’S SPECIFICATIONS
- INTERIOR DIMENSIONS REPRESENT STUD TO STUD
- ALL EXTERIOR WALLS ARE 2” X 6” (NOM.) STUD WALLS, 16” O.C. (UNLESS NOTED OTHERWISE) SPF #2
- ALL INTERIOR WALLS ARE 2” X 4” (NOM.) STUD WALLS, 16” O.C. (UNLESS NOTED OTHERWISE) SPF #2
- PROVIDE 3” WIDE (MIN.) SHOULDER STUDS AT ALL DOORS
- PROVIDE (2) 2” X 12” ’S FOR HEADER ABOVE ALL WINDOWS (UNLESS NOTED OTHERWISE)
- INTERIOR FRAMING HEIGHT = 8’1 1/8” FOR 1st & 2nd FLOOR
- WINDOW & DOOR DIMENSIONS REPRESENT ROUGH OPENING SIZES MANUFACTURER SIZE, DESIGN AND DETAILS PER BUILDER
- WATER HEATER & BOILER TO BE CLOSED COMBUSTION TYPE
- BUILDING IS NOT FIRE PROTECTED BY AUTOMATIC SPRINKLER SYSTEM

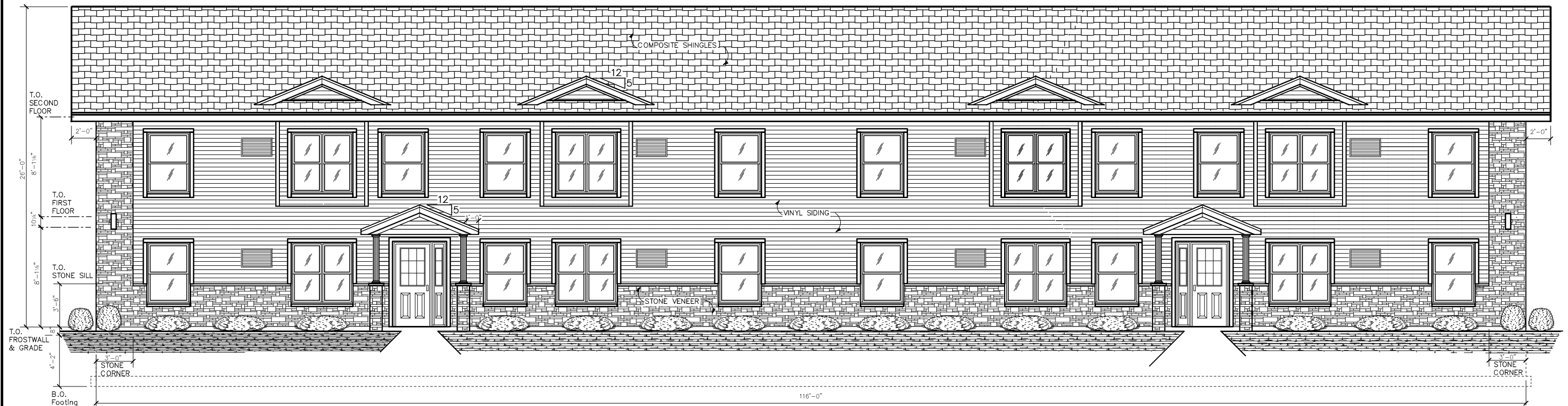
* ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR(S) MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME.

LEGEND

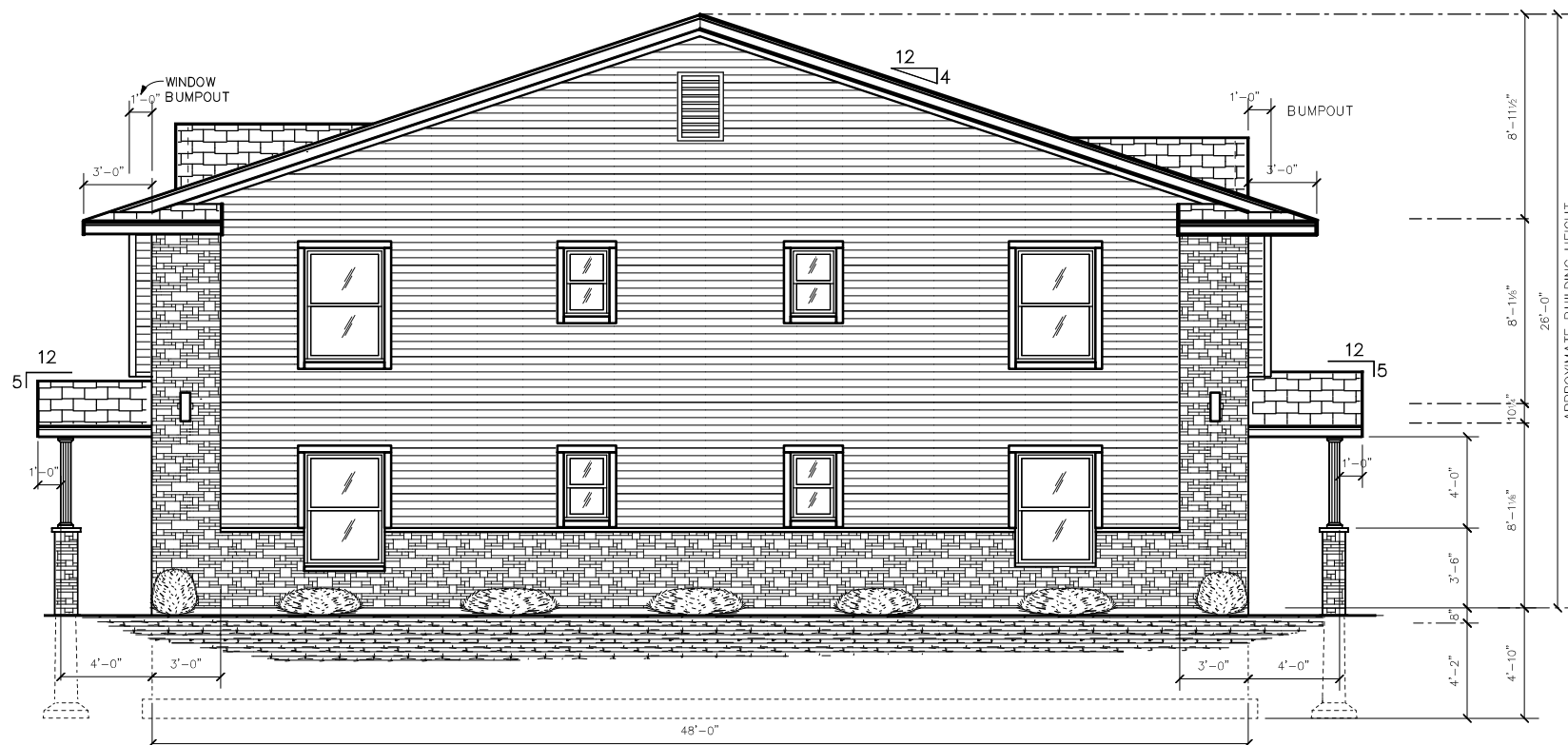
- ☒ WALL MOUNT PULL STATION FIRE ALARM, 48” HIGH
- ☼ SMOKE DETECTOR, HARD WIRED W/ BATTERY BACK-UP (PHOTO-ELECTRIC & IONIZATION TYPE) IONIZATION TYPE)
- 🔥 FIRE EXTINGUISHER (TYPE A)
- 🌀 75 CFM CEILING MOUNT EXHAUST FAN
- EXIT EXIT LIGHT – WIRED AHEAD OF BREAKER IN CONDUIT
- 📢 WALL MOUNT EMERGENCY NOTIFIER (AUDIBLE AND VISUAL) 90” HIGH
- 🔌 WALL MOUNT EMERGENCY LIGHT (POWER PACK) LOW MAINTENANCE, NICKEL CADMIUM

Index	
Sheet #	Drawing
A-1	Front Elevation
A-2	Rear and Elevation
A-3	Foundation Plan
A-4	1st Floor Plan
A-5	2nd Floor Plan
A-6	2nd Floor Framing
A-7	Partial Wall Sections
A-8	Main Section at Stairs
A-9	Roof Bird's Eye
A-10	Covered Entry Details
A-11	Window and Door Schedules
A-12	Miscellaneous Details

OWNER & BUILDER:	PROJECT & LOCATION:	First Step Designs where your home begins....	PLAN STATUS:	DRAWN BY: D. Hemauer	PLAN:	PAGE #
Emmerich & Assoc. 453 Grand Ave. Schofield, WI 54476 # 715-359-1500	New Proposed Site CORNER OF E. ROSS & GRAND AVENUES WAUSAU, WI. 54476	214216 County Road KK Mosinee, WI 54455 715-693-9551 fsdesigns@mtc.net	PRELIMINARY: ■ FINAL: □	SCALE: 1/4" = 1'0" DATE: January 15, 2021	FRONT ELEVATION	A 1



REAR ELEVATION

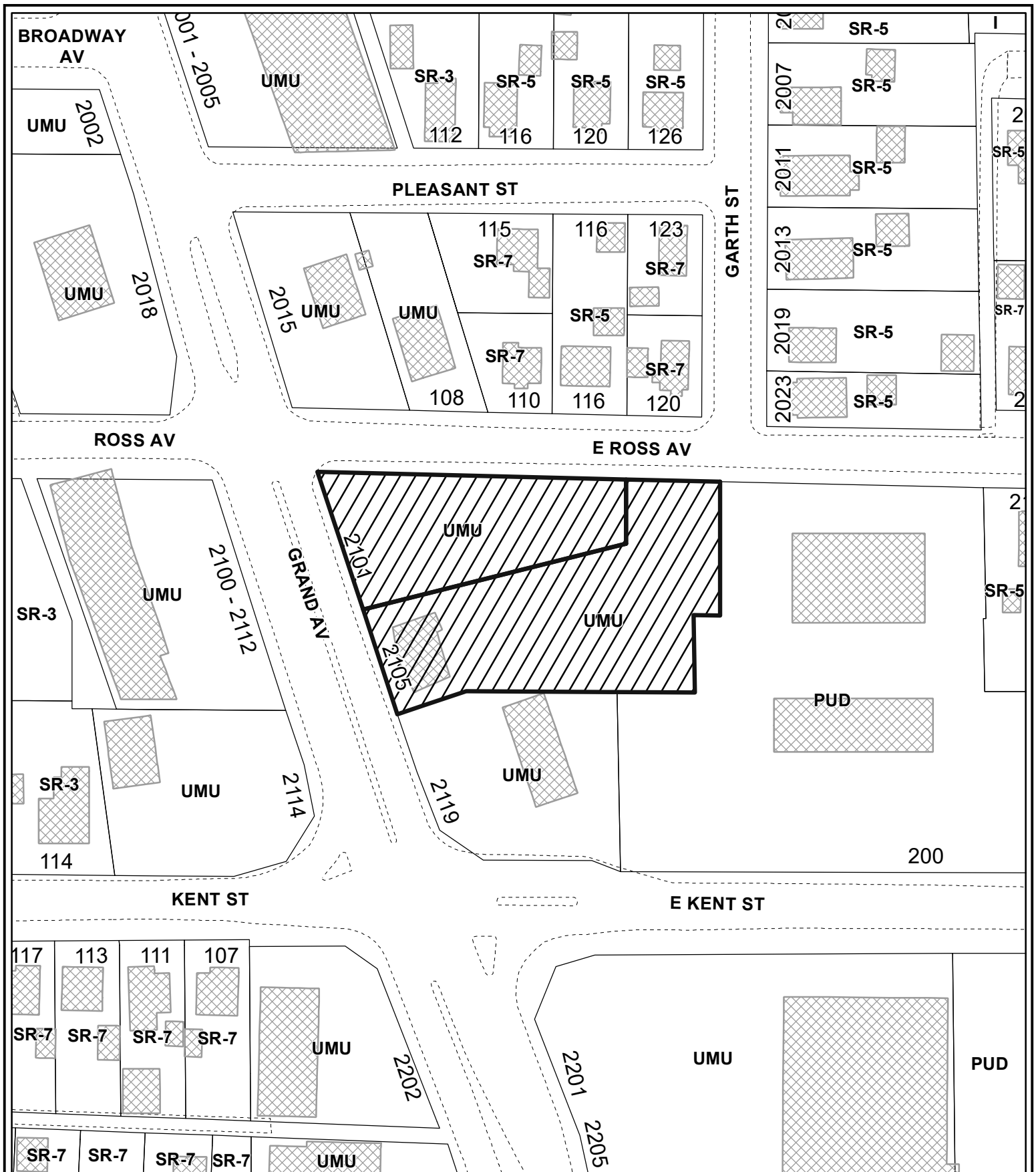


LEFT SIDE ELEVATION

Option L

Preliminary #7
Not for construction

OWNER & BUILDER:	PROJECT & LOCATION:	<i>First Step Designs</i> <i>where your home begins....</i>	PLAN STATUS:	DRAWN BY: D. Hemauer	PLAN:	PAGE #
<i>Emmerich & Assoc.</i> 453 Grand Ave. Schofield, WI 54476 # 715-359-1500	New Proposed Site CORNER OF E. ROSS & GRAND AVENUES WAUSAU, WI. 54476	214216 County Road KK Mosinee, WI 54455 715-693-9551 fsdesigns@mtc.net	PRELIMINARY: ☒	SCALE: 1/4" = 1'0"	REAR & SIDE ELEVATIONS	A 2
			FINAL: ☐	DATE: January 15, 2021		



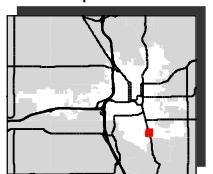
Map Date: January 29, 2021

City of Wausau
Marathon County Wisconsin

0 75 150
Feet

Area of Interest
 Building

Map Location



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Supporting statewide ban on conversion therapy practices

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0308

Date Introduced: March 9, 2021

WHEREAS, Wisconsin is one of twenty-six (26) states that has no state law or policy banning conversion therapy practices that attempt to change the sexual orientation or gender identity of LGBTQ youth; and

WHEREAS, several Wisconsin cities, including Milwaukee, Madison, Eau Claire, West Allis, Sheboygan, Appleton and Cudahy, have enacted ordinances to protect the physical and psychological well-being of minors, including lesbian, gay, bisexual and transgender youth, and to protect them against the exposure to serious harms caused by conversion therapy, by banning such practices in their communities; and

WHEREAS, it is the well documented prevailing opinion of such organizations as the American Psychological Association, the American Psychiatric Association, the American Medical Association, the American Counseling Association, to name a few, that conversion therapy has not been shown to be effective and that it creates a potential risk of serious harm to those who experience it; and further, that a report of the Task Force on Appropriate Therapeutic Responses to Sexual Orientation of the American Psychological Association concluded there were anecdotal reports of harm, including depression, suicidal thoughts or actions, and substance abuse; that homosexuality and bisexuality are not illnesses and do not require treatment (American School Counselor association), being transgender is not a mental disorder and conversion therapy can promote guilt and anxiety (American Academy of Pediatrics) and it may contribute to an enduring sense of stigma and self-criticism (American Psychoanalytic Association); and

WHEREAS, your Freedom and Liberation Committee, at its December 2, 2020, meeting, recommended unanimously to forward to the Public Health and Safety Committee, a proposed draft of an ordinance for consideration; and

WHEREAS, after staff discussions, it was determined a resolution would be more favorable rather than an ordinance; and

WHEREAS, your Public Health and Safety Committee, at their February 15, 2021, meeting recommended supporting the statewide ban on conversion therapy practices; and

WHEREAS, in advancing this Resolution, we speak with one voice that this practice is not acceptable in this community and we urge our state legislators to enact legislation that would ban this practice and provide for penalties for violation of such legislation.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau supports a statewide ban on conversion therapy practices and directs the City Clerk to send copies of this resolution to the local legislatures, Governor Evers, and our local U.S. representatives and senators.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, February 15, 2021, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Dawn Herbst, Pat Peckham, Jim Wadinski; *By WebEx*: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Leslie Kremer, Bob Barteck, Katie Rosenberg, Kilian, Blake Opal-Wahoske, Jane E. Graham-Jennings, Phil Rentmeester

Discussion and possible action recommending adoption of a City resolution supporting a statewide ban on conversion therapy practices

Lisa Rasmussen stated this was forwarded from the Liberation & Freedom Committee recommending adoption of a resolution supporting statewide action on the practice of conversion therapy. The resolution does not issue city fines for that practice, rather it requests statewide action that would impact the licensure of therapists that practicing the technique that is referenced.

Blake Opal-Wahoske, Chair of the Liberation & Freedom Committee, stated the mission of this committee is to promote an environment that accepts, celebrates and appreciates diversity within the community by proactively identifying areas of discrimination; providing education, communication and recommendations to the City Council and to the Mayor. He explained conversion therapy, also called reparative therapy, which is several dangerous and discredited practices aimed at changing individual's sexual orientation or sexual identity. Hypnotism, aversion therapy and group therapy are the core techniques, though not the only techniques used; conversion therapy can also involve violent role play and re-enactment of past abuses. The harm of conversion therapy includes depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidal tendencies, and substance abuse, among others.

Jaxon Seeger, 525 S. 56th Ave and Timothy Maderas-Tanner, 3rd Street spoke in favor of a ban on conversion therapy and told their personal stories.

Mayor Rosenberg commented it is really important we recognize Wausau is here for everybody and did not want conversion therapy happening in this community. She thanked those that spoke up and encouraged support of the resolution.

Rasmussen stated if this committee approves the resolution it will go forward to the full City Council and if they pass it, it will be sent to our leaders in Madison. *Discussion followed.*

Motion by Peckham, second by McElhaney to approve the resolution and change the word "ordinance" within the third from the last Whereas, to "resolution." Motion carried 5-0.

Memorandum

Date: January 12, 2021

To: Public Health & Safety

From: Blake Opal-Wahoske, Chair of the Liberation & Freedom committee

Subject: Background information on Conversation Therapy

Impetus for discussion and action:

The Liberation and Freedom (L&F) committee's mission is to promote an environment that accepts, celebrates, and appreciates diversity within the community by proactively identifying areas of discrimination, providing education, communication, and recommendations to the city council and mayor of Wausau. A policy banning conversion therapy was identified when identifying potential areas for improvement and creating a welcoming environment (a need identified in the United Way's LIFE report) for current and new residents. This policy ensures our LGBTQ community's safety, improving the city's perceived image from the gay pride parade incident in 2013, and joining the statewide movement of passing local policies and working with state legislators to pass a policy for the State of Wisconsin.

The L&F approved recommending an ordinance in line with other Wisconsin communities' policies on conversion therapy. After receiving feedback from local health professionals, and the chair of Public Health & Safety, it was agreed that a resolution is appropriate since no fine/enforcement will be included in the policy. If a healthcare provider is practicing conversion therapy, a board complaint will be filed with the Wisconsin Department of Safety and Professional Services.

Overview of Conversion therapy:

Conversion therapy is sometimes called "reparative therapy," which is any of several dangerous and discredited practices aimed at changing an individual's sexual orientation or gender identity. Hypnosis, aversion therapy, and group therapy are the core techniques used in conversion therapy, though they are not the only techniques used. Conversion therapy can also involve violent role-

play, a reenactment of past abuses, and exercises involving nudity and intimate touching.

Extreme methods used in conversion therapy can also involve inducing nausea, paralysis, or vomiting while the therapist shows the patient homoerotic images; giving the patient electric shocks; having the patient snap a rubber band on their wrist when homoerotic images or thoughts arouse them; orgasmic reconditioning; and satiation therapy.

Some therapists attempt to limit homosexuality by masculinizing/feminizing their patients. For instance, many therapists try to turn gay men into hobbies like hunting, fixing cars, sports, and any other activities deemed “masculine.” These attempts at masculinizing/feminizing patients are often extremely degrading and abusive.

The harm of Conversion Therapy:

The reported risks of conversion therapy include: depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betrayal, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high-risk sexual behaviors, a feeling of being dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources.

San Francisco State University found that compared with LGBTQ+ young people who were not rejected or were only a little rejected by their parents and caregivers because of their gay or transgender identity, highly rejected LGBTQ+ young people were:

- 8.4x more likely to report having attempted suicide
- 5.9x more likely report high levels of depression
- 3.4x more likely to use illegal drugs
- 3.4x more likely to be at increased risk of HIV and STDs

State legislation:

On March 15th, 2019, a bill was introduced to Wisconsin state legislators to ban conversion therapy but failed to pass pursuant to Senate Joint Resolution on April 1st, 2020. Since then, a group was formed called People Against Conversion Therapy (PACT) to help local governments pass policies to help not condone conversion therapy and protect youth from the practice. To date, 11 municipalities in Wisconsin have passed bans on conversion therapy.

Local practices/Medical Input:

Currently, there are no known therapists or facilities in the City of Wausau that practice conversion therapy. Below is a statement from a local Licensed Clinical Psychologist, Heather Meggers-Wright, Ph.D.:

Mental health professionals treat dysphoria, depression, anxiety, family conflict, relationship conflict, etc. that occur in people of diverse sexual orientation and diverse gender identity but professionals-- MDs, PhDs, PsyDs, LPCs (licensed professional counselors), LCSWs (licensed clinical social workers), LMFTs (licensed marital and family therapists), etc. do not attempt to change a person's sexual or gender identity with therapy. It is simply unethical. It is unscientific and not only does it just not work, it is actively harmful to many people who have participated in these types of pseudo-therapy.

Licensed mental health professionals are to approach individuals of gender or sexual minorities with an AFFIRMING approach. This means affirming and validating identity, creating a safe place to process and providing empathy, and providing connections with health care, legal, and social supports to increase overall psychological health. Licensed mental health professionals have ethical obligations to provide culturally competent care, which means being educated in the unique culture, language, challenges, needs, and strengths of the populations they work with.

Culturally competent care of the LGBTQ
patient: <https://www.ncbi.nlm.nih.gov/books/NBK563176/>

Example of affirming care: <https://www.psychiatry.org/>



LIBERATION & FREEDOM COMMITTEE

Date and Time: Wednesday, December 2, 2020 at 3:30 p.m. (Boardroom & Webex Videoconference)

Members Present: Opal-Wahoske, Kilian, Wildman, Campbell, Thomas, Mayor Katie Rosenberg

Members Excused: Chris Norfleet

Others Present: Kathi Groeschel

1. Call Meeting to Order/Approval of 10/21/20 and 11/11/20 minutes

Chairman Opal-Wahoske called the meeting to order at 3:30 p.m. A quorum was noted and a motion to approve the above minutes was made by Kilian and seconded by Campbell. Motion passed unanimously.

2. Welcome and Introductions

New member Shannon Thomas was introduced to the committee. Others from the committee introduced themselves.

3. Discussion and action on resolution to ban gay conversion therapy in the City of Wausau

A draft resolution and draft ordinance was provided to the committee members for review. Mayor outlined the difference between an ordinance and a resolution. Discussion took place and edits were made to the draft ordinance. (Draft Ordinance with edits attached).

A motion to accept the edits on the ordinance attached were made by Kilian and seconded by Campbell. Motion passed unanimously.

A motion to accept the ordinance was made by Kilian and seconded by Wildman. A voice vote was taken. Motion passed unanimously.

This draft ordinance will be sent to the Attorney's Office for their review to forward to the Public Health and Safety Committee and then on to the full City Common Council for enactment.

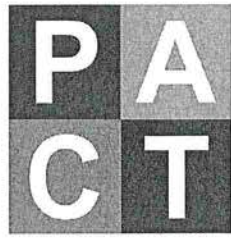
4. Discussion and possible action on environmental justice policy

Kilian provided an update to the committee members on the Evanston resolution. (Resolution attached below).

Action Item: Between now and the next meeting, committee members will review this resolution and provide feedback on how we collaborate with stakeholders within the community and how we seek public engagement going forward.

5. Proclamation

There were recently 4 proclamations provided to the Mayor in November along with one (to date) for the month of December. The November proclamations were filed on the city website for the public to read. All future proclamations will be included in the city council packets each month and filed on the website. Mayor Rosenberg is working with the Hmong community on a Hmong New Year Celebration Proclamation and will have that available for this month of December. Campbell will look into a proclamation submittal for Human Traffic Awareness Month.



People Against Conversion Therapy

Conversion Therapy Information Packet

Compiled by Austin Kieler
PACT, People Against Conversion Therapy
Updated November 18, 2020

"It's not conversion 'therapy,' it's conversion brainwashing."

- **DaShanne Stokes**

Conversion therapy, sometimes referred to as “reparative therapy,” is any of several dangerous and discredited practices aimed at changing an individual’s sexual orientation or gender identity.

Techniques and Methods Used in Conversion Therapy

In the past, some practitioners used severe methods to cure individuals from being LGBTQ+ including institutionalization, electroconvulsive shock therapy, lobotomies, and castration. [9]

The aim of modern Conversion therapy has evolved from efforts to cure homosexuality and gender dysphoria to now attempting to limit homosexual urges or limit urges related to gender dysphoria. [5]

Hypnosis, aversion therapy, and group therapy are the core techniques used in conversion therapy, though they are not the only techniques used. [5]

Conversion therapy can also involve violent role play, reenactment of past abuses, and exercises involving nudity and intimate touching [6]

Extreme methods used in conversion therapy can also involve inducing nausea, paralysis, or vomiting while the therapist shows the patient homoerotic images; giving the patient electric shocks; having the patient snap a rubber band on their wrist when they are aroused by homoerotic images or thoughts; orgasmic reconditioning; and satiation therapy. [9]

Some therapists attempt to limit homosexuality by masculinizing/feminizing their patients. For instance, many therapists try to turn gay men in to hobbies like hunting, fixing cars, sports, and any other activities deemed “masculine.” [7]

These attempts at masculinizing/feminizing patients are often extremely degrading and abusive. Take the following passage from Carl Charles’s account of his experience undergoing conversion therapy for example:

For the first few months of therapy, I mustered the energy to respond to [the therapist]’s aggressive inquiries. But eventually I grew tired of repeating myself. “No, I’m not gay.” “No, she didn’t rape me.” “No, I’ve never used drugs or alcohol.” He often asked me sexually explicit questions, which I cannot recount here both because of their content and because the memory is too painful. Eventually I just sat there, listened to him yell at me, and tried to block him out.

[The therapist] tried different ways of asking me the same questions, and when that didn’t elicit a response he would attack my gender expression, my appearance. He was terrifyingly prescient:

“Why can’t you dress more like a lady? Who taught you to dress like this? You see my daughters, they look like women. I can’t even tell if you’re a girl or a boy. How are you going to ever date a man when you don’t even wear makeup? You think Jesus wants

you to be a dyke? You think Jesus died so you can march down the street with all your faggot friends?" [8]

Due to the often religious nature of conversion therapy, practitioners will often attempt to instill religious guilt in their patients. Take the following passage from the same first hand account as an example:

I remember the first time [the therapist] slammed his fist down on his desk and screamed:

"You are not gay! You will burn in hell! Jesus died so that you can repent from your sins!" [8]

Alternative and Deceptive Terminology

Because the practice has come under increasing scrutiny, providers frequently change their terminology to avoid detection. Some of those terms can seem relatively harmless at first glance. Here are a few examples

Sexual Orientation Change Efforts (SOCE)
Sexual Attraction Fluidity Exploration in Therapy (SAFE-T)
Eliminating, reducing or decreasing frequency or intensity of unwanted Same-Sex Attraction (SSA)
Reparative therapy
Sexual reorientation efforts
Ex-gay ministry
Promoting healthy sexuality
Addressing sexual addictions and disorders
Sexuality counseling
Encouraging relational and sexual wholeness
Healing sexual brokenness [19]

Base Suicide Rates in LGBTQ+ Youth

The rate of suicide attempts is 4 times greater for LGB youth and 2 times greater for questioning youth than that of straight youth. [1]

Suicide attempts by LGB youth and questioning youth are 4 to 6 times more likely to result in injury, poisoning, or overdose that requires treatment from a doctor or nurse, compared to their straight peers. [1]



In a national study, 40% of transgender adults reported having made a suicide attempt. 92% of these individuals reported having attempted suicide before the age of 25. [2]

Each episode of LGBTQ+ victimization, such as physical or verbal harassment or abuse, increases the likelihood of self-harming behavior by 2.5 times on average. [3]

LGB youth who come from highly rejecting families are 8.4 times as likely to have attempted suicide as LGB peers who reported no or low levels of family rejection. [4]

(Above facts taken directly from The Trevor Project website and the original sources are cited <http://www.thetrevorproject.org/pages/facts-about-suicide>)

The harm of Conversion Therapy

The reported risks of conversion therapy include: depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betrayal, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high-risk sexual behaviors, a feeling of being dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources. [9]

San Francisco State University found that "compared with LGBTQ+ young people who were not rejected or were only a little rejected by their parents and caregivers because of their gay or transgender identity, highly rejected LGBTQ+ young people were:

- ➔ 8.4x more likely to report having attempted suicide
- ➔ 5.9x more likely report high levels of depression
- ➔ 3.4x more likely to use illegal drugs
- ➔ 3.4x more likely to be at high risk of HIV and STDs [18]

Statistics

- ➔ 698,000 LGBTQ+ adults (ages 18-59) in the U.S. have received conversion therapy, including about 350,000 LGBTQ+ adults who received treatment as adolescents.
- ➔ 20,000 LGBTQ+ youth (ages 13-17) will receive conversion therapy from a licensed healthcare professional before they reach the age of 18 in the 41 states that currently do not ban the practice.
- ➔ 6,000 LGBTQ youth (ages 13-17) who live in states that ban conversion therapy would have received such therapy from a licensed health care professional before age 18 if their state had not banned the practice.



- 57,000 youth (ages 13-17) across all states will receive conversion therapy from religious or spiritual advisors before they reach the age of 18. [19]

Mainstream Health Organizations condemn Conversion Therapy

American Medical Association

"[The AMA] believes that the physician's nonjudgmental recognition of patients' sexual orientations, sexual behaviors, and gender identities enhances the ability to render optimal patient care in health as well as in illness. In the case of lesbian, gay, bisexual, transgender, queer/questioning, and other (LGBTQ+) patients, this recognition is especially important to address the specific health care needs of people who are or may be LGBTQ+ ... and opposes, the use of "reparative" or "conversion" therapy for sexual orientation or gender identity." [10]

American Counseling Association

"The belief that same-sex attraction and behavior is abnormal and in need of treatment is in opposition to the position taken by national mental health organizations, including ACA. The ACA Governing Council passed a resolution in 1998 with respect to sexual orientation and mental health. This resolution specifically notes that ACA opposes portrayals of lesbian, gay and bisexual individuals as mentally ill due to their sexual orientation.. . . In 1999, the Governing Council adopted a statement 'opposing the promotion of reparative therapy as a cure for individuals who are homosexual.' In fact, according to the DSM-IV-TR [the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association], homosexuality is not a mental disorder in need of being changed." [11]

American Psychological Association

"In the Policy on Appropriate Therapeutic Responses to Sexual Orientation, the APA affirms several principles that imply the APA's opposition to conversion or reparative therapy, before noting that the APA "opposes portrayals of lesbian, gay, and bisexual youth and adults as mentally ill due to their sexual orientation and supports the dissemination of accurate information about sexual orientation, and mental health, and appropriate interventions in order to counteract bias that is based in ignorance or unfounded beliefs about sexual orientation." [12]

National Association of Social Workers

"Taken to the extreme, homophobia in social workers and other practitioners can lead to the use of conversion or reparative therapies, which are explicitly condemned by NASW, the American Psychological Association (APA), the American Counseling Association (ACA), and the American Psychiatric Association" (citation omitted), and NASW further "reaffirms its stance against reparative therapies and treatments designed to change sexual orientation or to refer practitioners or programs that claim to do so" (citation omitted). "NASW encourages the development of programs to increase public awareness of the violence and social injustice

experienced by lesbian, gay, and bisexual people. Public awareness and education in schools should include information on the contributions made to society by lesbian, gay, and bisexual people.” [13]

The Pan American Health Organization, a regional office of the World Health Organization

[Conversion therapy related practices] “lack medical justification and represent a serious threat to the health and well-being of affected people.”

Prohibiting Conversion Therapy for Minors Has Bipartisan Support

Gov. Chris Christie (R):

“Government should tread carefully into this area, and I do so here reluctantly. However, I also believe that on the issues of medical treatment for children we must look to experts in the field to determine the relative risks and rewards, I believe that exposing children to these health risks without clear evidence of benefits that outweigh these serious risks is not appropriate.” [14]

Former President Obama (D) Senior Advisor Valerie Jarrett in a statement from the Obama White House:

“When assessing the validity of conversion therapy, or other practices that seek to change an individual’s gender identity or sexual orientation, it is as imperative to seek guidance from certified medical experts. The overwhelming scientific evidence demonstrates that conversion therapy, especially when it is practiced on young people, is neither medically nor ethically appropriate and can cause substantial harm. As part of our dedication to protecting America’s youth, this Administration supports efforts to ban the use of conversion therapy for minors.” [15]

Republican governors have signed conversion therapy bans into law in Illinois, New Jersey, Nevada, and New Mexico [20]

Conversion Therapy Bans in Wisconsin

The following 11 municipalities in Wisconsin have passed bans on conversion therapy:

- Appleton
- Cudahy
- Eau Claire
- Glendale
- Madison
- West Allis
- Milwaukee
- Racine
- Sheboygan
- Shorewood
- Superior



Milwaukee, A Guide to Prohibiting Conversion Therapy at the City Level in Wisconsin

In March of 2018, Milwaukee became the first city in Wisconsin to prohibit the practice of conversion therapy on minors with the help of PACT and other LGBTQ+ organizations.

The ordinance passed the full council on a 12-2 vote.

The ordinance carries a fine between \$500 and \$1,000 for each violation. The Milwaukee Police Department would have the power to enforce the ordinance.

"This is real. This affects real people," stated Alder Cavalier Johnson, the measures lead sponsor. "And it's unfair for this council to not protect everybody in this community. We all stood up and we all pledged allegiance to that flag at the beginning of this council meeting. All of us did. And at the end, we said, 'Liberty and justice for all. For all.' " [17]

[View the full text of Milwaukee's conversion therapy ban here](#)

Other Municipal Ordinances Banning Conversion Therapy in WI

[View Eau Claire's ordinance](#)

[View Shorewood's ordinance](#)

[View Appleton's ordinance](#)

[View West Allis's ordinance](#)

(Sources cited on next page)



Conversion Therapy Information Packet

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From: kristin whitaker [<mailto:kristinjwhitaker@gmail.com>]

Sent: Monday, December 21, 2020 5:10 PM

To: Katie Rosenberg <Katie.Rosenberg@ci.wausau.wi.us>

Cc: Dawn Herbst <Dawn.Herbst@ci.wausau.wi.us>; Lisa Parsch <Lisa.Parsch@ci.wausau.wi.us>

Subject: [EXTERNAL] Conversion Therapy Ordinance

Mayor Katie Rosenberg
407 Grant Street
Wausau, WI 54403

Mayor Rosenberg:

I read with interest the draft of the proposed ordinance "Conversion Therapy Prohibited" the Liberation and Freedom Committee of Wausau has or will put forth to the Attorney's Office, Public Health and Safety Committee, and subsequently to the full Common Council.

As a local medical professional who could potentially be directly but unintentionally affected by this, I wondered if you could address the following questions:

- 1) Is the practice of conversion therapy happening in Wausau? What is the reason this was brought forth at this time and why is there a need for this ordinance?
- 2) Because of the controversial nature of this topic, and the potential implications it has (both good and detrimental), are all the local mental health and counseling agencies in Wausau aware of this ordinance, and have they had a chance to weigh in on the appropriateness or harms of this ordinance? Likewise, have all the medical establishments in Wausau and their legal counsels been informed (Aspirus, MCHS, Ascension, NCHCF)? We have many pediatricians and family medicine physicians in Wausau.
 - a. All mental health and medical professionals have licensing and boarding organizations that supervise professional activity. Formal avenues for complaints and concerns exist. Thus, is this ordinance even necessary?
- 3) If this ordinance is passed, hopefully the wording will allow for sound science and change-allowing therapy. Specifically, it is well-documented that the majority of youth who struggle with transgender issues in their teen years will have resolved their crisis by adulthood and be comfortable with their biological sex. Indeed, significant mental, emotional, and permanent physical harms can occur if a youth is encouraged to transition and then changes their mind as an adult. Loss of fertility because of hormone therapy treatments and removal / alteration of normal anatomy is one clear example.

These issues are very complex. I greatly respect the committee's desire for inclusivity and safety within the Wausau community. However, I fear that the unintended consequences of the ordinance are far greater than the perceived protections, particularly if the committee does not work carefully with and engage the mental health and medical community in advance of passing this ordinance. The risk of losing those same valuable professionals who love and care and work with our youth, during years that are so tumultuous anyway, is a possibility. Fear of engaging these youth on complex issues of sexuality and identity out of fear that a simple

conversation or question might be perceived as conversion therapy might cause reluctance to offer needed services to the very individuals you are hoping to protect.

Thank you.
Respectfully,

Kristin J Whitaker, MD
203 N Emerald Dr.
Wausau

I received this written input from a citizen regarding agenda item 21-0308 for the city council meeting on Tuesday. Would it be possible to provide it to the other members of the city council for the meeting (or, if there is still the opportunity, to include it in the packet)?

Thank you for your assistance.

Tom

From: Dan MacDonald <dansuemacdonald@gmail.com>
Sent: Thursday, March 4, 2021 9:33 PM
To: Tom Kilian
Subject: [EXTERNAL] concern about conversion therapy ban language

Greetings, Alderperson Kilian,

I believe that the wording on the proposed ban actually goes too far and limits freedoms of people seeking help and those counseling them. Much of what is called conversion therapy is horrific and should be outlawed, but please read my letter prior to the vote on Monday, May 9th.

Thank you very much.

Sincerely,

Dan MacDonald

March 4, 2021

Dear Mayor Rosenberg and Members of the City Council,

Thank you for your passion and enthusiasm for serving the residents of the City of Wausau.

I am writing to you in regards to concerns I have about the Liberation and Freedom Committee's discussion about banning conversion therapy in the City of Wausau. I understand that the Common Council will be voting on this ban on Monday, March 9th, and I have some serious concerns that I ask you to consider.

First of all, I agree that the horrendous and coercive practices noted in the PACT report should not be allowed – and this should not be limited to what is termed conversion or reparative therapy – they should not be allowed in any therapeutic intervention. Many, many people have been harmed by such draconian practices and these should be illegal.

I read the Milwaukee Conversion Therapy Ban language, however, with some concern, and in there it is said: "Whereas, Science recognizes that being lesbian, gay, bisexual or transgender is part of the natural spectrum of human identity and is not a disease, disorder or illness..."

The phrase "Science recognizes" is slippery. It implies (without quite saying) that science has determined that being lesbian, gay, bisexual or transgender is part of the natural spectrum of human identity, which is not

true. Science tells us that gravity works in the same way when tested repeatedly. But science does not show us the same things in regards to what we often refer to as “identities” such as being lesbian, gay, bisexual, or transgender. That is because there are many people who have felt from their earliest days that they experienced attraction to the same sex or a strong desire to be another gender who have left that “identity” and lead full and happy lives (some better known examples include Rosaria Butterfield, Christopher Yuan, Walt Heyer). If the argument is about science, then no one would be able to leave behind the grip of these “identities”. While many who work in “science” fields would agree with the Milwaukee statement, there are also many who don’t. Science itself has not established that the “identities” listed in the Milwaukee statement are part of the natural spectrum of human identity. There is a lot of speculation on these matters, but there has not been scientific proof established.

Because science has not established the unchangeable nature of these things, we are talking about a world view issue, not a science issue. It is a world view statement to say that being lesbian, gay, bisexual or transgender are unchangeable identities that people have.

Getting back to science for a moment, in 2018, Lisa Littman, a physician and Assistant Professor of the Practice at the Brown University School of Public Health, published an article in the peer-reviewed journal PLOS ONE. Her article is titled “Rapid-Onset Gender Dysphoria in Adolescents and Young Adults: A Study of Parental Reports”. In the article, Dr. Littman reported on her study of parents reporting a sudden interest by their children in transitioning to a different gender. In her own words (source is an interview with Quillette.com) Dr. Littman states: “I became interested in studying gender dysphoria when I observed, in my own community, an unusual pattern whereby teens from the same friend group began announcing transgender identities on social media, one after the other, on a scale that greatly exceeded expected numbers.” She went on to note that what further interested her in looking more deeply into this situation was that through her search of numerous websites she found “several narratives of parents describing this type of pattern happening with their teen and young adult kids who had no history of gender dysphoria during their childhoods.”

Dr. Littman further stated the following in the same interview: “The descriptions of multiple friends from the same pre-existing group becoming transgender-identified at the same time were very surprising. Parents reported that, after announcing a transgender identity, the kids became increasingly sullen, withdrawn, and hostile toward their families. They also said that the clinicians they saw were only interested in fast-tracking gender-affirmation and transition and were resistant to even evaluating the child’s pre-existing and current mental health issues.”

These are among the things that propelled Dr. Littman to conduct her study. It is a peer-reviewed study that was appreciated by many in the scientific community, but was not well-received by some other individuals and groups. Due to a great amount of protest, Littman’s peer-reviewed study went through another extensive review. Her results were again validated.

Among the things that Dr. Littman’s study concluded (again from the interview with Quillette.com), as she reviewed scientific literature on peer contagion, was that “there were many potential parallels between anorexia nervosa and gender dysphoria”. Littman concluded that gender dysphoria in teens could be a social contagion and a maladaptive coping mechanism.

Dr. Littman claims that she is neither religiously conservative nor politically conservative, but just grew very concerned for young people who were moving at a very rapid rate into something that could lead to irreversible harm.

With these things said, is it right for a “Liberation and Freedom” committee to impose a world view to which many do not subscribe and which is not scientifically validated? Is it ethical to make laws that prohibit a client and therapist from discussing such things that are potentially very harmful? To coerce therapists (who may have another world view about such matters) to not be able to discuss those matters with their clients is neither liberating nor freeing for the client or the therapist, and does the opposite of what the Liberation and Freedom Committee states as their mission.

Again, please hear me. I agree that the practices noted in the PACT report such as past abuses like “institutionalization, electroconvulsive shock therapy, lobotomies, and castration”, as well as more modern abuses such as “aversion therapy, violent role play, reenactment of past abuses, and exercises involving nudity and intimate touching, inducing nausea, paralysis, or vomiting while the therapist shows the patient homoerotic images; giving the patient electric shocks; having the patient snap a rubber band on their wrist when they are aroused by homoerotic images or thoughts; orgasmic reconditioning; and satiation therapy” are reprehensible and should not be practiced by any therapist. Any abusive, degrading and coercive approach is wrong and no therapist should take that approach with any issue!

But I believe it would be wrong for the committee to take things further than that and make hard and fast laws and regulations about things that are world view issues and are not scientifically established.

I would ask that the Liberation and Freedom Committee be very careful in how they word the ban that is being proposed. I would urge that it leave room for clients of any age to have honest dialogues with their counselors in regards to being lesbian, gay, bisexual or transgender. Coercion is never right and should not be practiced in any type of therapy. But Counselors should not need to live in fear of being fined or closed down if they are having an honest conversation with someone who is seeking to overcome struggles in their life.

Please, Mayor Rosenberg and City Alderpersons, keep these things in mind for the good of our wonderful community.

Respectfully and Sincerely,

Dan MacDonald (dansuemacsdonald@gmail.com) / 4713 Mesker St., Weston, WI 54476
Dr. Jeff Hinds (227387 Phoebe Ln., Wausau, WI 54401)

Sent from [Mail](#) for Windows 10

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

RESOLUTION OF THE COMMON COUNCIL

Rescinding or Amending Prior Resolution #21-0120, Resolution of the Economic Development Committee of the City of Wausau approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas St. to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project, adopted January 26, 2021

Committee Action: Pending

Fiscal Impact: \$45,000

File Number: 21-0120

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau (“City”) is a home rule municipal corporation in accordance with Article XI, Section 3 of the Constitution of the State of Wisconsin; and

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Common Council, at a prior meeting held on January 26, 2021, approved Resolution No. 21-0120, “Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas Street to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project,” incorporated herein by reference, for a total of \$45,000; and

WHEREAS, no action has been taken with regard to that resolution in preparation to execute the necessary real estate documents for the sale of the properties, nor has the draft Vacant Land Offer to Purchase or the draft Amendment between the City (“Seller”) and Tyler Knudson Construction LLC (“Buyer”), extending the binding acceptance date from February 5 to February 15 and the closing date from March 1 to April 1, 2021, been executed by either party; and

WHEREAS, the purchaser has requested an amendment to Resolution #21-0120, approved January 26, 2021, to purchase just one of the six lots for \$7,500; and

WHEREAS, the City had previously released a second Request for Proposal (RFP) on November 6, 2020, with proposals due December 11, 2020, and received one proposal from Tyler Knudson Construction LLC for the purpose of building six single-family homes – each two stories, of approximately 1400 square feet in size and would be built in three phases, consisting of two homes each, over a year’s period of time; and

WHEREAS, the City and Tyler Knudson Construction LLC do not have a binding contract for the purchase of the six lots and the purchaser is no longer interested in constructing six single-family homes on the remnant parcels nor in purchasing more than one parcel; and

WHEREAS, based on the foregoing vision and purpose for the sale of the contiguous lots, the City has determined that it is in the best interests of the City to rescind Resolution No. 21-0120.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Wausau as follows:

1. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
2. The purpose of this Resolution is to rescind and nullify Resolution No. 21-0120.
3. The Common Council hereby rescinds and nullifies Resolution No. 21-120.
4. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.
5. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

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

Committee Action: Approved 4-1

Fiscal Impact: +\$45,000

File Number: 21-0120

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

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

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

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

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

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

Approved:


Katie Rosenberg, Mayor

COVID-19 (Coronavirus)

89-0233 Resolution of the Finance Committee Approving termination of Inspection Services Agreement with the Town of Stettin

89-0233 Resolution of the Finance Committee Approving termination of Inspection Services Agreement with the City of Schofield

89-0233 Resolution of the Finance Committee Approving termination of Inspection Services Agreement with the Village of Rothschild

21-0118 Resolution of the Finance Committee Approving termination of Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0114

1/26/2021

Motion by Rasmussen, second by Kilian to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the north side of the 500 block of Franklin Street from the east side of the driveway at 504 Franklin Street west to the corner of N. 5th Street.

Lou Larson explained he was the dissenting vote at committee because he felt this was not exactly what the citizens had requested. Lisa Rasmussen stated CISM came up with a solution that met their needs without having to designate a 2 hour parking area outside the central business district.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0116

1/26/2021

Motion by Rasmussen, second by Wadinski to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the south side of Myron Street between Cleveland Avenue to McCleary Street and no parking on the west side of Emter Street between Myron Street to Thomas Street.

Tom Kilian indicated he had received a lot of feedback regarding concerns that the parking changes year round on Emter and Myron Streets would essentially create a defacto city truck route to DPW. This does increase the concentration of city truck traffic on Emter and he did not feel it was in the best interests of the neighborhood. Rasmussen noted there was discussion with Director Lindman to promote Cleveland Avenue as a primary route for those vehicles to resolve that issue. Kilian requested a report in 6 months to provide a summary of varied routes to see if this is working.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	YES

21-0120 Table

1/26/2021

Motion by Larson, second by Ryan to table the Resolution of the Economic Development Committee Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas Str. To Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project.

Ryan felt the housing proposed is too expensive for that neighborhood when compared to the value of the existing homes there and believed they should be consider building more affordable housing.

Rasmussen pointed out this a land sale of remnant property that the city no longer has a use for. Remnant property is sold all the time

and until they are sold the city is not only taking care of them, but also removing snow on the sidewalks and there is no property tax. The first RFP that came in was for \$7 million worth of apartments, high density housing, which the neighborhood hated. ED Committee discussed single family homes with an average sized house and two-car garage. She pointed out if a house doesn't have a basement there isn't much room for storage and therefore the garage needs to be bigger. The city is not giving away property; the developer is offering to purchase the land at a fair price and has not asked for funding. She did not feel they should be micromanaging the developer and the housing market will determine what the houses sell for.

Sean Fitzgerald took the Council through the RFP process.

Larson raised questions about contamination on the land and possible future liability. He felt the city was responsible to clean it up before handing it over to any developers. He wanted to table this item until the ground is completely cleaned and is 100% safe to inhabit.

Vote on motion to Table:

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Neal, Tom	NO
5	Wadinski, Jim	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Ryan, Debra	YES

21-0120 Amendment

1/26/2021

Motion by Kilian, second by McElhaney to amend the Resolution of the Economic Development Committee Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas Str. To Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project – to provide a real estate condition report with the sale of property.

Kilian stated there were concerns about these parcels regarding contamination and it would be realistic to do a Phase I and Phase II on them. He further stated if the city doesn't do it, he felt the buyer should be required to. The other concern he spoke of was the price of the proposed property as compared to others in the neighborhood as Alder Ryan had pointed out earlier.

Lindman stated there were concerns about Dioxins so there was extensive Dioxin testing done, typically to the surface soils. There were detections of Dioxins in that area on the edges of properties. There was also some subsurface testing done for metals along the corridor and in the boulevards; nothing was found. He indicated they spoke with the DNR about Dioxins and were told that no additional action was required, but because of the public perception, the Council made the decision to remove those soils during construction. He did not believe there were any issues with the site and there is nothing that says we need to do further testing because the area is clear. *Lengthy discussion followed.*

Call the Question

Motion by Rasmussen, second by Peckham to call the question and end debate.
(Requires a 2/3 majority vote to pass, or at least 8 votes)

Yes Votes: 7 No Votes: 4 Abstain: 0 Not Voting: 0 Result: FAIL

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES

10	Larson, Lou	NO
11	Ryan, Debra	NO

Discussion continued. Kilian believed they should at least provide a real estate condition disclosure report with the sale of the property. The Attorney's Office weighed in on this subject.

Vote on Amendment:

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES
4	Neal, Tom	NO
5	Wadinski, Jim	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	NO
8	Watson, Sarah	YES
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Ryan, Debra	YES

21-0120

1/26/2021

Motion by Herbst, second by Peckham to adopt the Resolution of the Economic Development Committee Approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas Str. To Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project.

Larson felt the Council as a whole needs to get more involved with the RFP's throughout the city and their districts. He requested sometime in the future this Council discuss reviewing RFP's before releasing or voting on them.

Yes Votes: 7 No Votes: 4 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	NO

19-0921

1/26/2021

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee Approving an amendment to the development agreement for the Wausau Center Mall redevelopment project with Wausau Opportunity Zone, Inc.

Ryan indicated she voted no at committee and does not support this unless the agreement is a loan to be paid by WOZ once the property is sold and developed. Mayor Rosenberg noted this is just the legal update to the development agreement.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES

MINUTES

Economic Development Committee

Tuesday, January 5, 2021 at 5:15 P.M. | Neal at 5:15 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Lisa Rasmussen (via webex), Sarah Watson (webex), Becky McElhaney and Tom Kilian

Others Present: Mayor Katie Rosenberg, Sean Fitzgerald, Patrick Peckham (webex), Brad Lenz, Tammy Stratz, James Wadinski (webex), MaryAnne Groat (webex), Dawn Herbst, Shannon Graff, Debra Ryan, Lou Larson, Anne Jacobson, Chris Norfleet, Ark Rhowmine, Sandy Kelch, Bruce Grau, Gary Gisselman, Tyler Knudson and Keith Sampica

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

Agenda Item #1 – Approval of Minutes from 12/01/2020

Motion by McElhaney, second by Kilian to approve the minutes. Motion passed 5-0.

Agenda Item #2 – Presentation from MCDEVCO, Inc. on Wausau Cares 2020 Grant and loan program for small

This item was put on the table due to the representative not being able to attend meeting.

Agenda Item #3 – Discussion and Possible Action on the issuance of a Request for Proposal (RFP) for Lots #6, #7 and #8 in the north zone of Riverlife

Fitzgerald reviewed the proposed RFP for Lots #6, #7 and #8 in the north zone of Riverlife and explained there has been additional interest in these lots from developers. Fitzgerald requested approval from the committee to issue an RFP for those parcels.

Neal asked if there was language included in the RFP to reflect any past environmental or geologic issues.

Fitzgerald explained there isn't such language in the document but indicated it will be included. Fitzgerald explained there are phase 1, 2 and 3 environmental reports as well as reports on remediation work conducted on the lots. He said the city will make those reports available to prospective developers.

Kilian questioned if the city has an estimate or assumption of what external influences may do to costs, timing and logistics.

Neal responded that each year the cost of building increases regardless of any external influences and he anticipated the cost will likely remain steady or raise at the end of the pandemic because building activity will likely ramp up, increasing demand.

Rasmussen spoke in support of the RFP and stated the sooner the lots are developed and on the tax roll, the better it would be for the city.

Rasmussen recommended a 60-day turnaround for the RFP.

Motion by Rasmussen, second by McElhaney to approve the release of the RFP. Motion passes 5-0.

Agenda Item #4 – Discussion on concept of Community Land Trusts

Kilian presented an overview of community land trusts (CLT):

- Once land is in a community land trust, it is essentially there in perpetuity.
- There can be a mix of public and private participation which would allow residents to be part of the planning and execution of land in their neighborhoods.
- The land is held by the trust resulting in affordable housing in that the potential resident may purchase the home without having to purchase the land.

Neal supported the idea of the city looking into CLTs further and hearing from other communities who have started them to see what their learning curve was like and how they started.

Mayor Rosenberg supported the concept and reached out to Madison for more information. Mayor Rosenberg is curious how they run the public portion of their CLT.

Stratz discussed projects Community Development has worked on where the city has helped.

Rasmussen is interested in learning more about CLTs but cautioned this essentially locks down land use forever and could potentially stop an area from evolving. Rasmussen does not think the municipality can afford to subsidize entire areas.

Agenda Item #5 – Discussion and possible action on the proposal received for Thomas Street Phase 2 Remnant Parcel Housing Development Request for Proposal (RFP)

Fitzgerald explained this was a RFP the Economic Development Committee requested in October 2020 seeking builders for single-family homes on the six parcels the city owns on 100 block of East Thomas Street. One proposal was received by deadline from Tyler Knudson Construction LLC of Wausau. The contractor is proposing to purchase each lot for \$7,500 and build six single-family homes. Each home would be two stories, approximately 1,400 square feet in size and would be built in three phases of two homes each over a one year time.

McElhaney questioned tax revenue estimated in packet. Groat responded the estimated tax revenue for the city for each property after being developed would be about \$1,800.

Rasmussen spoke in support of the proposal. She indicated the proposal offers to purchase the property at a fair price and doesn't request any city participation.

Kilian spoke in opposition to the project. He opposed having a meeting with a controversial subject so soon after the holidays with little time for residents to digest the proposal and respond. He requested time to review the information with his constituents and hold a public meeting. He discussed issues of safety with environmental testing on the properties as well as affordability as it pertains to fit and price on this street.

McElhaney spoke in support of the proposal.

Neal spoke in support of the proposal.

Larson spoke in opposition of the proposal and stated the homes will turn the neighborhood into something it's not due to their price. He also mentioned the impact the price of these homes could have on property assessments for neighboring homes.

Ark Rhowmine, 1211 S. 10th Ave., spoke in opposition of the proposal and agreed there should be a task force to review affordable housing options.

Sandy Kelch, 802 Augusta Ave., spoke in opposition of the proposal and said she believed there is a need for more affordable housing. She did not think the price of the homes in the proposal was affordable.

Ryan spoke in opposition of the proposal. She said Wausau is in need of more affordable housing and this proposal does not provide that for residents. She also said the proposed price is not feasible for this particular neighborhood.

Bruce Grau, 1115 N 10th St., spoke in opposition of the proposal.

Peckham spoke in favor of the proposal. He recommended a task force to look into how to develop affordable housing in the city.

Mayor Rosenberg spoke in support of an affordable housing task force and said she would take this meeting as direction to look into establishing an initiative to address the issue.

Herbst spoke in support of the proposal.

Gary Gisselman, 319 Park Ave., spoke in opposition of the proposal.

Keith Sampica and Tyler Knudson from Knudson Construction discussed how the specifications in the RFP related to the homes being two story and having a two-car garage increase the price of the home. They also discussed the size of the yard and explained these homes allow room for growing families.

Kilian asked the proposers if lowering the size of the proposed homes would lower the selling price and if construction material prices would decrease post pandemic.

Knudson responded that reducing size of the homes in square feet is possible, but would make them less desirable. Additionally, Knudson said his materials supplier indicated he doesn't believe increased material prices will come back down in a post-pandemic market and will become the new normal pricing.

Chris Norfleet, 221 Scott St., spoke in opposition of the proposal.

Motion by Rasmussen, second by McElhaney to approve the proposal from Tyler Knudson Construction LLC. Motion passes 4-1 with Kilian the dissenting vote.

Agenda Item #8 – Updates

- 1300 Cleveland Phase 2 environmental testing report
 - Fitzgerald explained the environmental testing report was expected to be available in January but will likely be available in February instead. Data is being provided to the Wisconsin Department of Natural Resources for its evaluation of the results.
 - Neal asked if there would be additional testing needed. Fitzgerald was uncertain of the report's findings at the time.
 - Kilian stated the DNR told him that property had been rezoned to residential and cleanup standards would be higher if non-industrial zoning remains as is.
- U.S. Economic Development Administration Economic Assistance grant application
 - Fitzgerald reported the city submitted an application for a grant from the federal government related to the coronavirus providing up to 80% matching funds. The grant outlines \$2.6 million in projects for some of the development of the infrastructure on the space where the mall currently sits. If the city is approved, Wausau could receive \$2.1 million from the federal government with a commitment from the city for a little more than \$500,000. Fitzgerald expects the city will receive a response to the application by early spring.
- Aedifix builds proposals for Riverlife and the Near North neighborhood along North 2nd Street
 - Fitzgerald explained city staff is continuing to negotiate with the developer in an effort to bring a more refined proposal to the committee for consideration.

Agenda Item #9 – Adjournment

Motion by Kilian, second by McElhaney to adjourn the meeting. Motion passed 5-0.

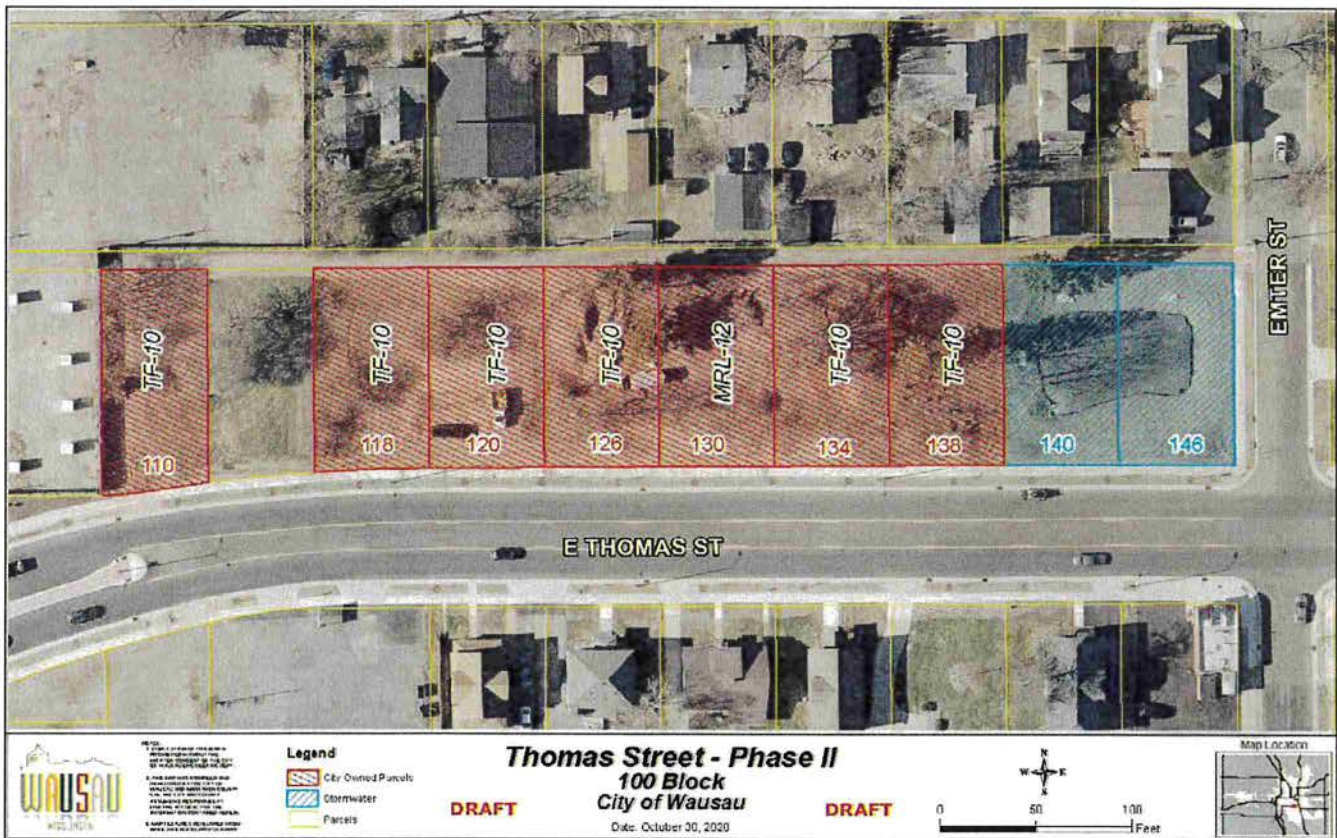
Adjournment Time: 7:05 P.M.

LOCATION OF PROJECT AND SITE DESCRIPTION



ZONING

The property currently has two different zones both allowing single-family residential development.



Document Path: P:\City\GIS\GISProjects\GISProjects\Thomas St Phase II\Thomas St Phase II\Map\100 Block\100 Block.mxd

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

ORDINANCE OF COMMON COUNCIL

Repealing Section 1.08.040 Primary, Section 2.02.030 Offices or positions not specified by ordinance, Chapter 2.72 Residency Requirement Abolished, Chapter 5.78 Cable TV Franchise, Section 9.23.050 Time to comply; amending Section 1.01.050 Definitions, Section 1.01.080 Title, chapter and section headings; creating Section 1.01.180 Supplementation of Code, Section 1.01.190 Altering Code, Section 1.01.200 Rates, charges, or fees established, Section 2.18.020 Bond and oath, Section 2.18.080 Substitute and Interim Municipal Justice, Section 2.64.010 Joint action ordinance adopted, Section 3.25.010 Definitions, Section 5.08.010 Definitions, Section 5.64.010 State statutes adopted, Section 5.64.065 Sale of “Class B” packaged goods, Section 5.68.020 Parking permit fee, Section 8.08.002 Construction & application, Section 8.08.012 Keeping of chickens, Section 8.08.120 Number of dogs & cats limited, Section 8.08.125 Restriction on animals other than dogs & cats, Section 8.08.160 Rabies control, Section 9.04.034 Penalties for misuse of E9-1-1, Section 9.04.037 Possession of marijuana—Prohibited, Section 9.06.010 Power of the court to punish for contempt of court, Section 9.08.030 Firearms and weapons restricted where prohibited, Section 10.01.090 Enforcement, Section 10.38.010 State statutes adopted, Section 13.28.080 Rates—Public fire protection services, Section 19.30.030 Private well permit, Section 19.40.030 State provisions adopted; Adding footnote to Section 1.01.080 Title, chapter and section headings, footnote to Chapter 1.08; Renaming Chapter 2.64 Civil Defense to Chapter 2.65 Emergency Management, Renaming Section 5.64.065 Sale of Class “B” packaged goods to Sale of “Class B” packaged goods.

Committee Action: Pending

Ordinance Number:

Fiscal Impact: None

File Number: 21-0313

Date Introduced: March 9, 2021

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

Add ()

Delete ()

Section 1. That Section 1.01.050 Definitions is hereby amended to read as follows:

Section 1.01.050 Definitions.

...

Generally. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Common Council may be fully carried out. In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than another more general provision imposed by the Code or other law, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

City means the City of Wausau, Wisconsin, and such territory outside of this City over which the City has jurisdiction or control by virtue of any constitutional provisions, or any law;

Code. The term “Code” or “Municipal Code” means the Wausau Municipal Code, as designated in Section 1.01.020.

Common Council means the Common Council of the City.

Computation of time. All periods of time shall be computed in accordance with the provisions of Wis. Stat. § 990.001(4).

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction “and,” “or,” or “either ... or,” the conjunction shall be interpreted as follows, except that in appropriate cases the terms “or” and “and” are interchangeable:

- (1) “And” indicates that all the connected terms, conditions, provisions or events apply.
- (2) “Or” indicates that the connected terms, conditions, provisions or events apply singly or in any combination.
- (3) “Either ... or” indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

County means the County of Marathon.

Day means a calendar day.

Delegation of authority. Whenever a provision appears requiring the head of a department of the city to do some act or make certain inspections it is to be construed to authorize the head of the department to designate, delegate and authorize subordinates to perform the required act or make the required inspection unless the terms of the provision or section designate otherwise.

Fiscal year. The calendar year shall be the fiscal year.

Joint authority. All words giving joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers, except when such words are used to grant authority to the city council.

~~May is permissive.~~ *May.* The term “may” is to be construed as being permissive and not mandatory.

May not. The term “may not” states a prohibition and has a prohibitory effect.

Mayor means the Mayor of the City.

Month means a calendar month.

....

Office. The use of the title of any officer, employee, or any office, or ordinance shall mean such officer, employee, office, ordinance of the City, unless otherwise specifically designated.

Officers, Board, Commissions. Whenever reference is made to officers, boards or commissions by title only, such as "Board of directors" or "Recreation Department", such references shall be read as though followed by the words "of City of Wausau, Wisconsin."

....

State means the State of Wisconsin.

Tense. The present tense includes the past and future tenses. The future tense includes the present tense.

Week means a calendar week of seven days.

Written includes printed, typewritten, mimeographed or multigraphed.

Year means a calendar year.

Section 2. That Section 1.01.080 Title, chapter and section headings is hereby amended to read as follows:

Section 1.01.080 Title, chapter and section headings.

- (a) Title, chapter and section headings contained herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter or section hereof.
- (b) A history note appearing in parentheses after a section in this Code indicates the legislative history and is a declaration by the City Common Council that the section to which the history note applies is a restatement or reenactment of an original ordinance or amendment thereof. Cross references, editor's notes and state law references that appear in this Code after sections or subsections or that otherwise

appear in footnote form are provided for the convenience of the user of the Code and have no legal effect.

- (c) Unless specified otherwise, all references to chapters or sections are to chapters or sections of this Code.

Section 3. That Footnote 1 is hereby added to Section 1.01.080 Title, chapter and section headings and shall read as follows:

Footnotes:

--- (1) ---

Note-- *State Law References: Similar provisions, Wis. Stats. § 990.001(6).*

Section 4. That Section 1.01.180 Supplementation of Code is hereby created to read as follows:

Section 1.01.180 Supplementation of code.

- (a) When preparing a supplement to this Code, the codifier, meaning the person, agency or organization authorized to prepare the supplement, may make formal, non-substantive changes in ordinances and parts of ordinances included in the supplement, insofar as it is necessary to do so to embody them into a unified code. For example, the codifier may:
- (1) Organize the ordinance material into appropriate subdivisions;
 - (2) Provide appropriate section headings and titles for sections and other subdivisions of the Code printed in the supplement and make changes in section headings, titles for sections and headings for other subdivisions of the Code;
 - (3) Assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subdivision numbers;
 - (4) Change the term "this ordinance" or terms of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections _____ through _____." The inserted section numbers will indicate the sections of the Code which embody the substantive sections of the ordinance incorporated into the Code; and
 - (5) Make other non-substantive changes necessary to preserve the original meaning of ordinance sections inserted into the Code; but in no case shall the codifier make any change in the meaning or effect of ordinance material included in the supplement or already embodied in the Code.

Section 5. That Section 1.01.190 Altering code is hereby created to read as follows:

Section 1.01.190 Altering code.

It shall be unlawful for any person in the city to change or amend by additions or deletions, any part or portion of this Code or to insert or delete pages, or portions thereof, or to alter or tamper with such Code in any manner whatsoever except pursuant to ordinance or other official act of the common council which will cause the law of the city to be misrepresented thereby. Any person violating this section shall be subject to a forfeiture as provided in this Title.

Section 6. That Section 1.01.200 Rates, charges, or fees established is hereby created to read as follows:

Section 1.01.200 Rates, charges, or fees established.

Unless otherwise provided for, all rates, charges, or fees necessary for the administration and enforcement of the provisions of this Code shall be as currently established or as hereafter adopted by motion, resolution or ordinance of the common council, from time to time.

Section 7. That Section 1.08.040 Primary is hereby repealed.

Section 8. That Footnote 2 is hereby added to Chapter 1.08 and shall read as follows:

Footnotes:

....

--- (2) ---

Note-- By a vote at least two--thirds of the members of the Common Council in 1991, pursuant to Wis. Stats. § 66.0101 the City adopted Charter Ordinance No. 61-4755 stipulating that “whenever three or more candidates file nomination papers for a City office, a primary election shall be held for the nomination of candidates for such office.” The ordinance further specified that “[s]uch primary shall be held as provided in Wis. Stats. chs. 5 through 12.”

Section 9. That Section 2.02.030 Offices or positions not specified by ordinance is hereby repealed.

Section 10. That Section 2.18.020 Bond and oath is hereby amended to read as follows:

Section 2.18.020 Bond and oath.

The Municipal Justice shall execute and file with the Clerk of the Circuit Court for Marathon County the oath prescribed by Wis. Stats. § 256.02, 757.02, and a bond in the penal sum of \$2,000.00 as prescribed by Wis. Stats. § 62.09(4).

Section 11. That Section 2.18.080 Substitute and Interim Municipal Justice is hereby amended to read as follows:

Section 2.18.080 Substitute and Interim Municipal Justice.

In the event the Municipal Justice is ill, absent or unable to perform the duties of the office, the provisions of Wis. Stats. § 254.08 **755.08** shall apply. In the event of death or resignation, the Mayor shall appoint an Interim Municipal Justice who shall serve until the next available election date for the office. Substitute and Interim Municipal Justices are subject to this chapter in the same manner as is the Municipal Justice. Interim Municipal Justices must be licensed and admitted to the bar to practice law in the state. Substitute Municipal Justices are not required to, but may be licensed or admitted to practice law in the state. Substitute and Interim Municipal Justices shall receive the same daily fee as does the Municipal Justice, which daily fee is computed by dividing the yearly salary of the Municipal Justice by 262.

Section 12. That Chapter 2.64 Civil Defense be renamed to Chapter 2.64 Emergency Management.

Section 13. That Section 2.64.010 Joint action ordinance adopted is hereby amended to read as follows:

Section 2.64.010 Joint action ordinance adopted.

Joint Action Emergency Government Ordinance No. 67 of the Board of Supervisors of Marathon County providing for a county-municipal joint action ~~civil defense~~ **emergency management** plan of organization was adopted by said County Board on the 24th day of May, 1977. A copy of County Ordinance No. 67 is made a part of this chapter by reference, and is ratified and accepted between the City of Wausau and the County of Marathon, as provided by section III of said joint action ordinance.

Section 14. That Chapter 2.72 Residency Requirement Abolished is hereby repealed in its entirety.

Section 15. That Section 3.25.010 Definitions is hereby amended to read as follows:

Section 3.25.010 Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

~~Gross receipts has the meaning as defined in Wis. Stats. §§ 77.51(4)(a), (b) and (c) insofar as applicable.~~

....

Section 16. That Section 5.08.010 Definitions is hereby amended to read as follows:

Section 5.08.010 Definitions.

....

~~City means the City of Wausau.~~

....

Section 17. That Section 5.64.010 State statutes adopted is hereby amended to read as follows:

Section 5.64.010 State statutes adopted.

All provisions of Wis. Stats. ch. 125 relating to the sale, regulation and licensing of alcoholic beverages, as they are now written or may be subsequently amended, repealed, created, or recreated or renumbered, except Wis. Stats. §§ 125.09(6), 125.14(2), (3), (4), 125.56(2), 125.60, 125.61, 125.62, and 125.66(3), exclusive of any provisions relating to the penalty to be adopted or the punishment for violation of such statutes, are adopted and made a part of this section by reference. Wis. Stats. § 125.07(4)(c), (cd), (cg), (cm), (d) providing penalties for violations of Wis. Stats. §§ 125.07(4)(a) and 125.07(4)(b) are specifically adopted as they are now written or may be subsequently amended, repealed, created or recreated or renumbered and incorporated herein by reference. A violation of any such provisions shall constitute a violation of this section.

Section 18. That Section 5.64.065 Sale of Class “B” packaged goods is hereby renamed to Sale of “Class B” packaged goods.

Section 19. That Section 5.64.065 Sale of “Class B” packaged goods is hereby amended to read as follows:

Section 5.64.065 Sale of “Class B” packaged goods.

- (a) *Sale restrictions.* Pursuant to Wis. Stats. § 125.51(3)(b), no person may sell intoxicating liquor in an original unopened package, container or bottle for consumption away from the premises in excess of four liters at any one time on any premises for which any ~~Class “B”~~ “Class B” intoxicating liquor license or combination ~~Class “B”~~ “Class B” alcohol beverage license has been issued. However, packaged goods sales of fermented malt beverages and wine from such premises may be made in any quantity.
- (b) *Hours of sale.* Between the hours of 12:00 midnight and 8:00 a.m., no person may sell packaged goods from any ~~Class “B”~~ “Class B” licensed premises.

Section 20. That Section 5.68.020 Parking permit fee is hereby amended to read as follows:

Section 5.68.020 Parking permit fee.

There is hereby imposed on each occupied, nonexempt mobile home located in the City a monthly parking fee as determined in accordance with Wis. Stats. § 66.043~~5~~. Said fees shall be paid to the City Treasurer on or before the tenth day of the month following the month for which such fees are due.

Section 21. That Chapter 5.78 Cable TV Franchise is hereby repealed.

Section 22. That Section 8.08.002 Construction & application is hereby amended to read as follows:

Section 8.08.002 Construction & application.

This chapter shall not be interpreted as controverting any law regulating the taking of game as defined in Wis. Stats. § 29.001, the trapping of animals, the use of live animals in dog trials, in the training of hunting dogs or the slaughter of animals by persons acting under the state or federal law.

Section 23. That Section 8.08.012 Keeping of chickens is hereby amended to read as follows:

Section 8.08.012 Keeping of chickens.

....

- (b) Standards. A permit authorizes the keeping of chickens on a premises, provided the following requirements are met:

....

- (3) Chickens may only be kept at a residential zoning lot designated as ~~R-1 or R-2 "Single Family Residence District,"~~ SR-2, SR-3, SR-5, or SR-7 "Single Family Residential," TF-10 "Two-Flat Residential," or upon a lot designated MR-12, MR-20 or MR-50 "Multi-Family Residential." ~~or upon a lot designated as R-3 "Two Family Residence District."~~ A permit shall be issued only to the primary owner(s) of record. The property owner shall reside on the premises regulated by the permit.

Section 24. That Section 8.08.120 Number of dogs & cats limited is hereby amended to read as follows:

Section 8.08.120 Number of dogs & cats limited.

....

- ~~(b) Any dog or cat that is owned by a person on November 1, 2012, and that is properly licensed with the City under [section 8.08.170](#) by March 31, 2013, will not be subject to the animal limitation in subsection (a).~~

- ~~(e)~~(b) Pet fancier permit. Notwithstanding the provisions of subsection (a), it shall be lawful to keep not more than five dogs or cats combined, with the maximum number of dogs being four, the maximum number of cats being four, over the age of five months, in a single or two-family dwelling unit if the owner or keeper complies with all of the following requirements:

....

- (c) Applicability of limitation. This section shall not apply to service animals as defined by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 and as codified at 28CFR §36.104.

Section 25. That Section 8.08.125 Restriction on animals other than dogs & cats is hereby amended to read as follows:

Section 8.08.125 Restriction on animals other than dogs & cats.

- (a) *Number.* No person shall keep more than four domestic animals, to include rabbits, gerbils, hamsters, guinea pigs, rats or other similar pets, more than two months old on any premises at any place or in any one residence located within the City limits, except in a ~~B-3 zone~~ SMU or UMU zones or in an area zoned for agricultural use.

....

Section 26. That Section 8.08.160 Rabies control is hereby amended to read as follows:

Section 8.08.160 Rabies control.

....

- (c) *Duties of veterinarian—Certificate and tag.* At the time of vaccination, each veterinarian will complete a certificate indicating the following: Name and address of owner, name, sex, spayed or unspayed, neutered or unneutered, color and breed of pet, rabies tag number issued, type of vaccine administered, its manufacturer and serial number, the date the immunization expires as specified for that type of vaccine by the Center for Disease Control of the U.S. Department of Health and Human Services, and the City where the pet is to be licensed. The veterinarian shall keep one copy of the certificate on file until the date that the immunization expires or until the pet is revaccinated, whichever occurs first; one copy shall be given to the owner, who shall display it when purchasing a pet license. A durable tag shall be given the owner, who shall attach it to the pet's collar and a collar with a tag attached shall be kept on the pet at all times, except if the pet is securely confined indoors. The number on the collar shall match the number on the certificate. The tag shall also list the veterinarian's address and phone number and year of vaccination. Each veterinarian shall, on or before the 15th of each month, provide the City Clerk, or his or her designated agent, with a copy of each rabies certificate issued by the veterinarian the preceding month, or a report of all such certificates issued the preceding month which contains all of the information required in this subsection. ~~For the reporting period ending December 31, 2012, veterinarians shall provide rabies certificates or reports of all such certificates which contain the information required in this subsection for all calendar years 2010, 2011 and 2012 on or before January 31, 2013.~~

....

Section 27. That Section 9.04.034 Penalties for misuse of E9-1-1 is hereby amended to read as follows:

Section 9.04.034 Penalties for misuse of E9-1-1.

- (a) E9-1-1 emergency telephone system shall be defined in Wis. Stats. § ~~146.70(1)~~ 256.35.

....

Section 28. That Section 9.04.037 Possession of marijuana—Prohibited is hereby amended to read as follows:

Section 9.04.037 Possession of marijuana—Prohibited.

Pursuant to the provisions of Wis. Stats. § 66.0107(1)(bm), as amended from time to time, the possession of 25 grams or less of marijuana, as defined in Wis. Stats. § 961.01(14), and subject to the exceptions in the introduction of Wis. Stats. § 961.41(3g), is prohibited and shall be considered a violation of this chapter, except that any person charged with possession of more than 25 grams of marijuana, or who is previously or currently charged with possession of any amount of marijuana in the state of Wisconsin, shall not be charged under this paragraph. ~~It is unlawful for any person to possess any material, compound, mixture or preparation which contains any quantity of marijuana, as defined in Wis. Stats. 961.01(14) or its salts, isomers or salts of isomers, unless the substance was obtained directly from, or pursuant to a valid prescription or order of, a practitioner, within the meaning of Wis. Stats. § 161.01(19), while acting in the course of his professional practice, or except as otherwise authorized by Wis. Stats. ch. 161.~~

Section 29. That Section 9.06.010 Power of the court to punish for contempt of court is hereby amended to read as follows:

Section 9.06.010 Power of the court to punish for contempt of court.

....

- (f) The Municipal Judge may impose a forfeiture for contempt of court in an amount not to exceed \$50.00 or, upon nonpayment of the forfeiture and penalty assessment under ~~Wis. Stats. § 165.87~~ state law, a jail sentence not to exceed seven days.

Section 30. That Section 9.08.030 Firearms and weapons restricted where prohibited is amended to read as follows:

Section 9.08.030 Firearms and weapons restricted where prohibited.

....

- (f) The City Clerk shall have signs meeting these requirements produced and available for licensees ~~by November 30, 2011~~, and for new licensees thereafter.

Licensees shall post such signs or signs substantially similar of comparable size, font and content.

....

Section 31. That Section 9.23.050 Time to comply is hereby repealed.

Section 32. That Section 10.01.090 Enforcement is hereby amended to read as follows:

Section 10.01.090 Enforcement.

....

- (c) *Notice of demerit points and receipt.* Every officer accepting a forfeiture penalty or money deposit under this chapter shall receipt therefor in triplicate as provided in Wis. Stats. § 345.26(3)(b). Every officer accepting a stipulation under the provisions of this chapter shall comply with the provisions of Wis. Stats. §§ ~~343.27~~, 343.28, 345.26(1)(a) and 345.27(2), and shall require the alleged violator to sign a statement of notice in substantially the form contained on the uniform traffic citation and complaint promulgated under Wis. Stats. § 345.11.

Section 33. That Section 10.38.010 State statutes adopted is hereby amended to read as follows:

Section 10.38.010 State statutes adopted.

Wis. Stats. §§ 23.33, ~~350.01(1) through (13) and 350.02 through 350.10~~ 350.02 to 350.05, 350.07 to 350.107, 350.11, 350.12, 350.13, 350.135, 350.15 to 350.17, 350.19 and 350.99, are adopted by reference and made a part of the Municipal Code.

Section 34. That Section 13.28.080 Rates—Public fire protection services is hereby amended to read as follows:

Section 13.28.080 Rates—Public fire protection service.

~~Effective June 1, 2004, the~~ The public fire protection service fee for water, hydrants, water distribution infrastructure, and other related assets and costs as determined or formulas determined by the Public Service Commission shall be placed on the utility bills. Said rates shall be determined within section 13.28.070, water rates, of the Wausau Municipal Code.

Section 35. That Section 19.30.030 Private well permit is hereby amended to read as follows:

Section 19.30.030 Private well permit.

The Plumbing Inspector may grant a permit to a private well owner to operate a well for a period not to exceed five years, providing conditions of this Code and other applicable state and health requirements are met. An owner may request an initial or renewal of a private well permit on an application form provided by Wausau Water

Works. The permit request must clearly state the purpose of the well. Applications for a new permit or to renew an existing permit ~~submitted after July 1, 2011~~ must include the following:

....

Section 36. That Section 19.40.030 State provisions adopted is hereby amended to read as follows:

Section 19.40.030 State provisions adopted.

The City adopts by reference the **Wisconsin Administrative Code Chapter SPS 382, Design, Construction, Installation, Supervision, Maintenance & Inspection of Plumbing** ~~State Plumbing Code of Wisconsin, Chapter ILHR 82 of the Wisconsin Administrative Code~~ concerning cross-connections.

Section 37. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 38. 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:

Leslie M. Kremer, Clerk



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on ordinance amendments following Municode Legal Review.

- On March 10, 2020, the Common Council voted and approved to use Municode to convert and host the City of Wausau's code online.
- Additionally on that date, the Common Council voted and approved Municode to conduct a full legal review of the City's code to check for conflicts, outdated provisions, and issues of concern.
- After Municode converted the City's code and began hosting it on their servers, Municode then began the legal review around August 13, 2020.
- On October 30, 2020, Municode completed the legal review. In its review it focused on the following:
 - Identification of conflicts, inconsistencies and obsolete provisions in connection with the Wisconsin State statutes, as amended through the most recent legislative session.
 - Identification of conflicting or obsolete provisions.
 - Identification of certain potentially unconstitutional provisions.
- The City Attorneys Office then reviewed the comments and suggestions and have incorporated the suggestions, as shown in the attached proposed ordinance.
- Most of the updates dealt with fixing renumbered statutes, deleting transitory language, and deleting outdated/obsolete provisions of the code.

Nathan Miller

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

Approving First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse

Committee Action: ED: Approved 5-0
Finance: Pending

Fiscal Impact: None

File Number: 13-0913

Date Introduced: March 9, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City and Resurrection Parish – Diocese of La Crosse entered into a Ground Lease dated December 30, 2015 for the easterly half of the block bounded by 1st and 2nd Streets and McClellan and Grant Streets; and

WHEREAS, the City requested and has been granted approval by Resurrection Parish to forgo the construction of twenty (20) parking stalls on the leased premises; and

WHEREAS, in lieu of a twenty (20) – stall surface parking on the leased premises the City has constructed twenty (20) on-street angled parking stalls, including two (2) handicapped accessible stalls; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, on August 10, 2020, recommended that the City designate twelve (12) of the total twenty (20) on-street angled parking stalls for the exclusive use of the Resurrection Parish; and

WHEREAS, on July 2, 2020, your Economic Development Committee recommended amending the ground lease; and

WHEREAS, on March 9, 2021, your Finance Committee recommended amending the ground lease.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the First Amendment to Ground Lease, attached hereto and made a part hereof, between the City and Resurrection Parish – Diocese of La Crosse is approved and the proper city officials are hereby authorized to execute said First Amendment to Ground Lease.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

TO: Finance Committee
Common Council

FROM: Anne Jacobson, City Attorney

DATE: March 3, 2021

RE: Ground Lease and First Amendment between the City of Wausau and Church of the Resurrection Parish

FACTS: On December 30, 2015, the City ("Tenant") leased from the Church of the Resurrection Parish ("Landlord"), the east half of the block bounded by Grant Street to the north and McClellan Street to the south and by 1st Street on the west and 2nd Street on the east. The City purchased the west half of the block.

The Ground Lease provides for a 10 year term, followed by 4 "options to extend" for successive ten year periods, which are automatically exercised unless the City provides written notice to the Landlord at least 30 days prior to the end of any ten-year term that it does not wish to exercise its option to extend for an additional term. In other words, the Lease can be terminated at the end of any ten-year term; otherwise, it extends automatically for a period of 50 years.

The Lease provided that the City would construct and operate a publicly accessible green space and, on the southernmost part of the parcel, an approximately 20-stall surface parking lot. The green space is not to include more than 20% hard surfacing (paved).

Since the execution of the Lease, 20 angled on-street parking spaces were constructed in the right-of-way on 2nd Street, on the east side of the block. A sidewalk was also installed by the City, on the Landlord's property. Lighting was also installed on the Landlord's property.

Pursuant to the terms of the Lease (Article 5 – Utilities and Article 6 – Repairs and Maintenance), the City will maintain the lighting and sidewalk improvements for the term of the lease only and at lease end, the Landlord will assume responsibility for the utilities and maintenance of the lighting and sidewalk on its private property.

Article 10 of the Lease requires the City to sublease to the Landlord 12 stalls (of the surface parking lot) at no rental charge.

PROPOSED CHANGES: The First Amendment formally acknowledges the agreement between the parties to designate 12 of the 20 on-street angled parking spaces for the exclusive use of the Landlord. The CISM Committee has recommended a change to the parking ordinance to accomplish this designation.

RECOMMENDATION: Staff recommends the approval of the First Amendment to the Ground Lease, to reflect what has physically taken place.

At the conclusion of the Lease, the sidewalk and lighting improvements will be owned and maintained by the Landlord. The obligation to designate 12 angled parking spaces for the exclusive use of the Landlord will end; however, because if approved, this designation will be enacted as an ordinance, in furtherance of the City's obligation pursuant to the Ground Lease, it will (and must) remain in effect for the term of the Lease, and will continue to remain in effect regardless of lease end, unless or until amended or repealed.

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

Economic Development Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie

Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat

Peckham, Lou Larson and Michelle Van Krey.

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

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #9 Discussion and possible action on amendment to Ground Lease with Church of the Resurrection Parish

Anne Jacobson, City Attorney, referenced her memo in the packet regarding an agreement with the church for parking. Lenz explained that instead of creating a parking lot the City put street parking in across from the church. Communication from the church approves of the parking that has been provided but it is not reflected in the agreement. City staff is looking for the authority to amend the development agreement to fit with the parking that the city has provided.

Motion by Rasmussen, second by McElhaney to direct staff to execute the appropriate revisions to reflect the current state of parking and that agreed upon terms have been complied with.

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("Lease") is dated as of _____, 2020 (the "Effective Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Resurrection Parish – Diocese of La Crosse (the "Landlord").

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease dated December 30, 2015 (the "Lease"); and

WHEREAS, the Tenant requested and has been granted the approval of the Landlord to forgo the construction of twenty (20) parking stalls on the leased Premises; and

WHEREAS, in lieu of a twenty (20) – stall surface parking on the leased Premises the Tenant has constructed twenty (20) on-street angled parking stalls, including two (2) handicapped accessible stalls; and

WHEREAS, the Tenant has agreed to designate twelve (12) of the total twenty (20) on-street angled parking stalls for the exclusive use of the Landlord; and

WHEREAS, the parties wish to amend the Lease as set forth herein;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: AMENDMENTS.

1.1 **Section 1.2.** Section 1.2 of the Lease is hereby amended in its entirety to read as follows:

1.2 **Use.** The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.2 **Section 7.2** Section 7.2 of the Lease is hereby amended in its entirety to read as follows:

7.2 **Parking Area Improvements.** The Parties acknowledge that following the Commencement Date (as defined in the Lease), Tenant constructed, with Landlord's approval, adjoining the eastern boundary of the Premises and accessible from N. 2nd Street, twenty (20) on-street angled parking stalls, two (2) of which are handicapped accessible (the "Surface Lot") and an adjoining sidewalk, which Surface Lot is fully located within the boundaries of the public right of way of N. 2nd Street and which adjoining sidewalk is fully located on the Premises. It is further acknowledged with regard to the Surface Lot that

twelve (12) of the twenty (20) angled parking stalls will be reserved for the exclusive use of the Landlord.

1.3 Section 7.4 Section 7.4 of the Lease is hereby deleted.

1.4 No Other Amendments. Except as set forth herein, the Lease is not amended and remains in full force and effect. All capitalized terms not defined herein shall have the meaning given thereto in the Lease.

1.5 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of First Amendment to Lease in form and content reasonably acceptable to Tenant and Landlord.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

COPY

GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30th, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10th) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when properly exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

ARTICLE 3: RENT.

3.1 Rent. The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 Tenant's Failure to Pay. If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises.

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403
Attn: Pastor

If to the Tenant:

City of Wausau
407 Grant St.
Wausau, WI 54403
Attn: City Attorney

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: 

Print Name: Reverend Robert Schaller

Title: Vice-President

By: 

Print Name: James E. Tipple

Title: Mayor

Attest: 

Print Name: TONI LAYALA

Title: City Clerk

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

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

ORDINANCE OF PARKS AND RECREATION COMMITTEE

Amending Sections 9.20.010 Vehicle regulation, 9.20.020 Regulation of persons, 9.21.050 Controlled areas, 9.22.020 Jumping and diving from bridges prohibited, 10.38.010 State statutes adopted, and creating Section 10.01.060 Vehicle prohibition on city trails

Committee Action: Approved 5-0

Ordinance Number: REVISED

Fiscal Impact: None

File Number: 21-0312

Date Introduced: March 9, 2021

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

Add (☐)

Delete (☐)

Section 1. That Section 9.20.010 Vehicle regulation is hereby amended to read as follows:

9.20.010 - Vehicle regulation.

- (a) No person shall operate any vehicle as defined in Wis. Stats. §340.01(74) at a speed in excess of 15 miles per hour or contrary to official traffic signs in any park or City trail.
- (b) No person shall operate or park any motor vehicle as defined in Wis. Stats. §340.01(35), except as provided in this subchapter, upon any hiking trail, beach area, playground, picnic area or any other area other than established roads, parking areas, boat ramps and service areas or contrary to posted notice or within any park seasonally closed to vehicular traffic.
- (c) No person shall operate a snowmobile as defined in Wis. Stats. § 340.01(58a) in any park, except on snowmobile trails approved by or for events authorized by the Park and Recreation Committee.
- (d) No person shall operate an all-terrain vehicle (ATV) or utility task vehicle (UTV) as defined in Wis. Stats. §340.01(2g), in any City park, except on paved roads.
- (e) No other motorized vehicles other than an all-terrain vehicle (ATV) or utility task vehicle (UTV) shall be operated on a designated ATV/UTV trail on park property with the exception of authorized personnel in the performance of their duties.
- (df) No person shall park, stop or leave standing, whether attended or unattended, any vehicle, obstruction or watercraft:
 - (1) In any manner as to block, obstruct or limit the use of any road, trail,

sidewalk, parking lot, boat landing, waterway or winter sport facility; or

- (2) Outside of any area provided for such purposes when it is practical to use such areas; or
- (3) Contrary to posted notice.

(eg) Vehicles may be operated or parked in parks contrary to this subchapter subject to having obtained proper City permits.

(h) Any vehicle or watercraft in violation of subsection 9.20.010(d) may be towed off the property and stored at the owner's expense.

Section 2. That Section 9.20.020 Regulation of persons is hereby amended to read as follows:

9.20.020 - Regulation of persons.

Persons using the public parks shall comply with the following:

(a) No fires shall be permitted in any park other than The 400 Block, except for cooking purposes at designated places. No fires shall be permitted under or within a park shelter. No grilling shall be permitted on The 400 Block, with the exception of those special events for which waivers are granted upon the recommendation of Public Health and Safety Committee and approval of the Common Council. Open fires utilizing liquid or gas fuels may be permitted on The 400 Block with the written consent of the City of Wausau;

(b) No person shall enter or be in any park between 11:00 p.m. and 6:00 a.m. Persons in attendance of an activity involving rental of a shelter or participation in a sanctioned special event shall be allowed to remain within the park until midnight or as allowed by the event agreement. Persons traveling on the River Edge Trail or on walkways traversing The 400 Block and persons transporting watercraft to and from designated boat landings are permitted at any hour;

....

(g) No person shall carry into, possess, or throw any cup, glass, flask, bottle or other container made of glass or other shatterable material designed or used for holding a beverage within a City park including or on the amphitheater at Marathon Park, the stadium and bleachers at Thom Field and the grandstand and bleachers in Athletic Park;

....

(p) No person shall allow a dog or other animal to intimidate any other person from the use or enjoyment of any park. Evidence that a dog or other animal intimidates persons includes, but is not limited to, such animal not being amenable to control or threatening to attack persons or other animals. Any law enforcement officer or park ranger may order the animal be removed from the park;

- (r) No person shall hike, walk or run or allow a dog or any other animal on cross-country ski trails, during that period of the year when such trails are open for cross-country skiing in any City park unless in the case of an emergency or injury.

Section 3. That Section 9.21.050 Controlled areas is hereby amended to read as follows:

9.21.050 - Controlled areas.

The following areas are (slow-no-wake~~e~~) areas:

....

- (c) Under County Highway N Bridge ~~commonly known as Snake Bridge;~~

Section 4. That Section 9.22.020 Jumping and diving from bridges prohibited is hereby amended to read as follows:

9.22.020 - Jumping and diving from bridges prohibited.

No person shall jump, dive, or otherwise launch themselves from any bridge, or approach, rope or other device similar to a rope swing thereto into any body of water within the City limits.

Section 5. That Section 10.38.010 State statutes adopted is hereby amended to read as follows:

10.38.010 - State statutes adopted.

Wis. Stats. §§ 23.33, 350.01~~(1) through (13)~~ and 350.02 through 350.10, are adopted by reference and made a part of the Municipal Code.

Section 6. That Section 10.01.060 Vehicle prohibition on city trails is hereby created to read as follows:

10.01.060 - Vehicle prohibition on city trails.

- (a) No person shall operate any vehicle on any city-owned trail contrary to posted notice.
- (b) The penalty for violation of this section within the City shall be a deposit of \$50.00 per occurrence, plus additional costs and penalties.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

TO: Mayor Rosenberg
Common Council Members

FROM: Anne Jacobson, City Attorney

DATE: March 8, 2021

RE: Ordinance changes proposed to Chapter 9.20, Park Regulations, and Chapter 10.01, Traffic Code

Your Parks and Recreation Committee, recommended a set of amendments to the park regulations. We placed the matter on the Council agenda for March 9, and when I completed my statutory duty to review the ordinance amendments for enforcement purposes, I made some additional changes, that did not come from a standing committee, and thus, I want to highlight the changes that I caused to be made following committee review, but before Council action.

I asked that it be placed on the agenda following a suspension of that rule that the ordinance come from a standing committee.

The County had already reviewed their similar set of ordinance changes and approved them.

The following changes are highlighted in GREEN:

First, I added statutory references to define the words "vehicle" and "motor vehicle."

One reference to "park ranger" is deleted, as it was missed when those references were removed earlier.

I added two provisions ((d) and (e)) to Section 9.20.010, to mirror those added to the County ordinances, regulating the operation of ATV's and UTV's in city parks.

Last, I removed the addition of "or City trail" at the end of Section 9.20.010(a) [highlighted in RED], and created Section 10.01.060 – Vehicle prohibition on city trails.

(Title 9 – Peace, Safety and Morals), Chapter 9.20 contains regulations that apply in *city parks*. I thought it was confusing to add to the end of a prohibition on operating vehicles contrary to official traffic signs in *parks* – "or city trails." This is because "City trails" is not defined or mapped anywhere that would put the public on notice of the prohibition; additionally, city trails are not in "parks," but appear around the city on city-owned property.

Thus, it is more appropriate to include the regulations regarding vehicles on City trails in Title 10 – Vehicles and Traffic. This Title contains other prohibitions regarding vehicles, such as disorderly conduct with a motor vehicle, use of mobile electronic devices while driving, and avoidance of traffic control devices, as well as separate chapters on the operation of neighborhood electric vehicles (Ch. 10.36), Golf Carts (10.37), Snowmobiles and ATV's (10.38), Bicycles (10.40), Go-carts, Mini-bikes and Motorized Scooters (10.42), and Motorized Bicycles (10.43).

The prohibitions contained in Chapter 9.20 apply only in *City-designated parks*. The prohibitions contained in Title 10 apply to the operation of various types of “vehicles” throughout the City. Chapter 10.01.060 applies to any city-owned trail designated by official signs, throughout the city, not just in city-designated parks. A committee other than Parks and Recreation would not have entertained the changes I am recommending to Title 10.

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: February 1, 2021 at 4:30 p.m. Location: Council Chambers, City Hall
Members Present: Tom Kilian-(via webex), Lou Larson, Tom Neal-(via webex), Pat Peckham (c)

Members Excused: Sarah Watson

Others Present: Jamie Polley-Director, Greg Freix – Assistant Director of operations-(via webex), Tara Alfonso-Assistant City Attorney

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

4. Discussion and Possible Action Considering Proposed Amendments to Chapter 9 of the Wausau Municipal Code

Polley explained staff has brought this back to Committee after the County Park Commission discussed their changes. It has been past practice that City and County ordinances mirror each other, where it makes sense to. The only item not discussed at the last City Park meeting that came up after the Park Commission meeting was that people can remain in the parks for special events/shelter rentals until midnight and currently the park hours for the City and County parks are 6:00 a.m. to 11:00 p.m. Polley suggested striking the language that allows people until midnight and that everyone has to be out of the park by 11:00 p.m. If someone has a special request to stay longer it would have to be approved by the Department through the permit that all facility users apply for.

Under section 9.20.020(a) adding the words no fires shall be permitted under or within a park shelter, under (g) relating to not having glass beverage containers adding the words in a city park because it's a city ordinance and removing the words or on the amphitheater at Marathon Park because that County Park is not governed by the City ordinances it is governed by the County park ordinances. Kilian asked that some associated awareness for the public about not having glass beverage containers in parks be made so that people don't inadvertently break it. Under 9.20.020(r) relating to cross-country ski trails and adding the words that no person shall hike, walk, or run on them when they are open for skiing unless in the case of an emergency or injury. Polley said this is not saying a person can't go on a ski trail, it's just that they cannot go on them when they are groomed. There are plenty of other trails people can walk and run on so the Department asks that people just use those.

At the last meeting Polley raised the question of whether or not to allow drones. This discussion was taken to the County Park Commission. The direction from the County's Corporation Counsel on the County side was that if drones were going to be restricted in any way, because they are regulated by the FAA, staff would need to specifically identify

when they would be allowed and for what instances so that staff wouldn't be in the predicament of deciding who gets to use them and who doesn't. The Parks Commission took it out of the parks ordinance on the County side and is not even addressing drones. Staff has guidelines for drones they can follow. She noted that it is the same with metal detecting guidelines, there are no ordinances against them. There are FAA regulations that cover drones and if there is an issue with a drone the police or Sheriff Department would get the FAA involved. It is up to Committee if they want to keep something in the ordinance to restrict drones or if they want to take it off and leave it up to the FAA to regulate as they do already. Peckham thought they should mirror the County Park Commission action.

Peckham brought up some other items he thought could be clarified in the ordinance but Alfonso felt that the way the agenda item was structured they are only discussing highlighted and struck wording from the attached ordinance and changing other items should be brought at the next meeting. Motion by Neal, second by Kilian to approve the changes Polley presented including striking the prohibition on drones. Motion carried by voice vote, vote reflected as 5-0.

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: March 1, 2021 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Tom Kilian-(via webex), Lou Larson-(via webex), Tom Neal-(via webex), Pat Peckham (c), Sarah Watson-(via webex)

Others Present: Jamie Polley-Director, Anne Jacobson-City Attorney

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

5. Discussion and Possible Action Updating the Name of the Bridge Known as Snake Bridge In Chapter 9 of the Municipal Code – During review of Chapter 9 at the February meeting it was noticed that in 9.21 Boating Regulations Section 9.21.050 (c) – Controlled areas it states “Under County Highway N Bridge commonly known as Snake Bridge;”. The bridge is no longer called Snake Bridge and is now called the McCleary Bridge. Discussion followed. **Motion** by Neal, second by Kilian that the ordinance is changed to strikeout the words “commonly known as Snake Bridge” so that the language just says “Under County Highway N Bridge;” Motion **carried** by voice vote, vote reflected as 5-0.