



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, March 10, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Linda Lawrence, Dawn Herbst, Mary Thao, Dennis Smith

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:		Pre-registered citizens for matters appearing on the agenda and other public comment.	
File #	CMT	Consent Agenda	ACT
20-0201	COUN	Minutes of previous meeting. (2/25/20)	Place on file
74-1126	CISM	Ordinance Repealing and recreating Chapter 12.40 Street Excavations	Approved 3-0
18-0805	FIN	Resolution Approving a contract extension between PCS Mobile and City of Wausau for the automated license plate recognition system for parking and related maintenance	Approved 5-0
20-0307	P&R	Resolution Approving the naming of the dog park to 2 Hearts Dog Park	Approved 5-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
20-0303		Mayor's Appointments	
97-0404	FIN	Resolution Terminating Tax Increment District Number Five	Approved 5-0
20-0305	PLAN	Ordinance Rezoning 101 North 72nd Avenue from PUD, Planned Unit Development to DR-8, Duplex Residential-8 Zoning District	Approved 5-1
20-0306	PLAN	Ordinance Rezoning 107 South 68th Avenue from PUD, Planned Unit Development to SR-5, Single Family Residential-5 Zoning District	Approved 6-0
20-0304	SEEC	Resolution Approving participation in the Wisconsin DNR Green Tier Legacy Community Program	Approved 4-0
Suspend the Rules (2/3 vote required)			
18-1008	FIN	Resolution Authorizing the Issuance and Sale of \$5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A	Pending
20-0308	FIN	Resolution Approving Municode's Full Service Supplementation services to host and codify the City of Wausau's code	Pending
18-0915	FIN	Resolution Recommending submission of an application for Transit Capital Assistance funds under the VW Mitigation Program and acknowledges that receipt of those funds will result in the reduction of future municipal revenue payments pursuant to §79.035(7), Wis. Stats.	Pending
Public Comment & Suggestions			
CLOSED SESSION pursuant to Wis. Stats. 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 pending tax litigation involving US Bank N.A. Case No. 16CV535 and 18CV448			
RECONVENE INTO OPEN SESSION , if necessary, to take action on Closed Session item			
Adjournment			

Signed by Robert B. Mielke, Mayor

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/05/20 @ 1:00 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

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ADDENDUM

File #	CMT	Resolutions and Ordinances	ACT
19-1109	FIN	Resolution Approving the 2020 budget modification for Physical Therapy Services for Wausau Police Department	Approved 5-0

Adjournment

Signed by Robert B. Mielke, Mayor

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 3/06/20 @ 10:00 AM. Questions regarding this agenda may be directed to the City Clerk.

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OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, February 25, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Robert Mielke presiding.

Roll Call

2/25/2020 6:31:55 PM

Roll Call indicated 11 members present.

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

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

None.

Consent Agenda

2/25/2020 6:32:40 PM

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

20-0201 Minutes of the previous regular meeting. (2/11/20).

20-0207 Initial Resolution of the Capital Improvements & Street Maintenance Committee Vacating and discontinuing a portion of right-of-way at Curling Way near Townline Road

20-0105 Resolution of the Capital Improvements & Street Maintenance Committee Approving 2020 Alley Pavement Project and Authorization to Let Bids

20-0106 Resolution of the Capital Improvements & Street Maintenance Committee Approving 2020 Street Reconstruction Projects and Authorization to Let Bids

19-1104 Final Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

20-0203

2/25/2020 6:33:17 PM

Motion by Neal, second by Herbst to confirm the Mayor's Appointment to the Mayor's Welcoming & Inclusivity Committee Programs Contract with Boys and Girls Club of Wausau Area, Inc.

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	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NO

16-0317

2/25/2020 6:40:34 PM

Motion by Gisselman, second by Rasmussen to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail

Eric Lindman explained the city's long range plan includes connections on the trail and this one is off of 72nd Avenue coming up past the interstate into the Business Campus. It is for use by people in the Business Campus for walking or biking, but the long range plan is for interconnectivity out to the west side, County O. The money comes out the Infrastructure Fund; it is one of the line items with the DOT projects - DOT contributes 80% and the city 20%.

Rasmussen stated in CISM Committee the discussion was based on the volume of large vehicle and truck traffic in the Business Campus and applying for the Transportation Alternative Funding in order to provide a safe place for pedestrians and bikes. It contributes to our Worker's Wellness Programs, as well as serves the residents who live in the nearby subdivisions for use of the trail system. She noted they will not reduce the city's road repair budget to fund this.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0208

2/25/2020 6:47:27 PM

Motion by Gisselman, second by Neal to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Designating one 15-minute parking stall on the west side of the 600 block of 3rd Street

Nutting questioned if this space could be designated in the middle of the block as was requested, as opposed to having it at the south end of the block near Back When which has a large parking lot across the street. Rasmussen responded there was no one good solution that would satisfy the petitioner who has a need to utilize short term parking, sometimes five or six times a day for about five minutes, for the purpose of loading and unloading. The parking downtown has been recently changed to build consistency and on each of the blocks from the 300 block forward there are 15 minute stalls for quick service use, except for the 600 block. She noted on all the other blocks those stalls are positioned at one end and Lt. Buckner indicated it is not safe to load and unload a vehicle mid-block. The recommendation to CISM Committee was to allow it on either the north or south end for consistency and safety.

Thao commented the CISM Committee almost voted no to allow this at all. The first priority was to stay consistent and to standardize the downtown parking. She felt this was a win/win solution to establish this one 15-minute parking stall.

Nutting questioned how this would work with the no re-parking rule and if the petitioner would be ticketed by being there a couple of time a day. Rasmussen stated there was really no good fix for that at this point. There are no temporary parking permits for the purpose of loading and unloading.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0209

2/25/2020 6:47:57 PM

Motion by Martens, second by Rasmussen to adopt the Resolution of the Economic Development Committee Approving sale of 1328 Torney Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

2/25/2020 6:48:20 PM

Motion by Nutting, second by Neal to Suspend the Rules for items marked pending on the Agenda

Yes Votes: 11 No Votes: 0 Result: PASS

20-0206

2/25/2020 7:00:20 PM

Motion by Nutting, second by Neal to adopt the Resolution of the Council Supporting our Hmong/Lao Community and Opposing Federal Deportation of Hmong/Lao residents to Laos

Rasmussen indicated Alderperson Thao authored a letter to the Secretary of State when events started to take place and has worked to obtain specimen resolutions from other communities. She asked Thao to speak to the issue.

Thao stated this is a collaborative effort and thanked Rasmussen for her support along with Anne Jacobson, City Attorney and the Mayor. She was concerned about potential residents who have final orders that would be deported back to Laos. She stated some of

of these Lao/Hmong residents are some of our neighbors and live in our communities. She commented these are our allies that fought in the Vietnam War with the United States during the Secret War and have fled persecution when the war ended. Laos is not their homeland or their country. She expressed concern over the families that would be broken apart and the fear they have had to live through the last few weeks. She indicated some of the language in the resolution was leveraged from Madison, Appleton and other cities across the country that have a strong presence of Lao/Hmong community members. She felt this was a human rights concern, not a partisan concern, and a way to say we care about the people in our community. They have built businesses here, made Wausau their home, and have children that attend our public schools, technical colleges and universities.

Smith questioned what the reason was for these people being deported, as it was his understanding it was for committing crimes; and also questioned whether there people in Wausau who are going to be deported. Thao stated she wasn't an expert on deportation policies, but there were five confirmed individuals who are living Marathon County that have final orders. She commented they may have committed some crimes when at the age of 18, but have served their time and have been rehabilitated. These are upstanding residents who have spent the last couple decades improving their lives.

Smith questioned why people that have been here for extended periods of time have not applied for citizenship. Thao could only speculate that cost and a lack of understanding on how to navigate the immigration law process, which can be complex and intimidating.

Lawrence questioned 85th Assembly District Representative, Pat Snyder, who was present, if there was any discussion/movement at the state level in terms of the economic value and community presence the Hmong and Laotian people have developed over the last few decades. Pat Snyder responded there was a resolution of support and Governor Evers has sent a letter to the Secretary of State Pompeo. Snyder indicated he had not received any contact at his office from anyone here in the 85th District regarding what kind of aid we can help with.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0210

2/25/2020 7:00:51 PM

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee Authorizing acquisition of 117 and 119 E. Chellis Street and related budget modification

Yes Votes: 11 No Votes: 0 Result: PASS

08-0406

2/25/2020 7:01:27 PM

Motion by Nutting, second by Martens to adopt the Resolution of the Finance Committee Approving alleged claim on excessive assessment - Walgreen, Co., 504 S 17th Avenue and related budget modification

Yes Votes: 11 No Votes: 0 Result: PASS

12-1116

2/25/2020 7:02:10 PM

Motion by Herbst, second by Peckham to adopt the Resolution of the Finance Committee Approving the Assessment Services Contract between the City of Wausau and the City of Schofield to provide assessment services to the City of Schofield for the assessment of real and personal property for contract years 2021-2025

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions:

- 1) Pat Snyder, State Representative, stated in the last session before the new administration, the DOR made a mistake to Municipalities and in some cases sent out more money than what should have been received and Wausau was one of those. He stated they took action in the Assembly not to claw back any of the money
- 2) Christopher Withers, 119 E Chellis St, asked the Council to reconsider purchasing the house until after the tenants have moved out. The family has been there over 30 years and are having a difficult time finding a new home that is affordable.
- 3) Peckham stated the Community Development Authority received three proposals for the former Ponderosa Motel. He indicated they chose a proposal from Emmerich & Associates, which will include the demolition of the building and construction of an 8-unit apartment building.
- 4) Rasmussen stated for anyone interested in the utility projects, both the Drinking Water Treatment Plant Facility and the upgrades to the Wastewater Treatment Facility, there will be a meeting at NTC tomorrow, February 26, 2020 at 5:30 pm. Questions will be answered by the consultants and the design plan will be there to view. Questions will be answered about the rates, costs, financing, flood plain, and the deadline for the DNR mandates coming in 2022. There will be a second meeting scheduled for March 18, 2020 at 5:00 pm, in the Council Chambers of City Hall, for those that can't make the meeting tomorrow.

Adjournment

2/25/2020 7:11:18 PM

Motion by Herbst, second by Thao to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:10 pm.

Robert B. Mielke, Mayor
Leslie M. Kremer, City Clerk

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

Repealing and recreating Chapter 12.40 Street Excavations

Committee Action: Approved 3-0

Ordinance Number:

Fiscal Impact: None

File Number: 74-1126

Date Introduced: March 10, 2020

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

Section 1. That Chapter 12.40 Excavations, is hereby repealed and Chapter 12.40 Street Excavations is hereby recreated to read as follows:

Chapter 12.40

STREET EXCAVATIONS

Sections:

- 12.40.010 Definitions
- 12.40.020 Permit Required
- 12.40.030 Permit-Exemption
- 12.40.040 Permit Application Requirements
- 12.40.050 Permit Fee
- 12.40.060 Regulations Governing Excavations
- 12.40.070 Excavation in New Streets Limited
- 12.40.080 Excavation in Winter Limited
- 12.40.090 Emergency Excavations Authorized
- 12.40.100 Settlement of Pavement and Surfacing
- 12.40.110 Reservation of Regulatory and Police Powers
- 12.40.120 Severability Clause
- 12.40.130 Revocations, Suspensions, Refusals to Issue or Extend Permits
- 12.40.140 Denial of Permits

12.40.010 Definitions. In this chapter, the following words and phrases shall have the meanings designated as follows, unless the context clearly indicates otherwise:

- (a) "Alley" means the right-of-way dedicated or reserved for alley purposes.
- (b) "Block" means the distance along a street lying between center lines of intersections.

- (c) "Department" means the department of engineering.
- (d) "Director" means the director of engineering or their designee, which may include the city engineer.
- (e) "Excavation" means any operation in any alley, street or public place in which earth, rock or any other material in or on the ground is moved, removed or otherwise displaced by means of any tool, equipment or explosive, and includes grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving.
- (f) "Installation" means either an individual storm sewer, sanitary sewer, water main and associated services, public utility facility, or any combination thereof, laid simultaneously, in a single excavation or in more than one excavation, or in a tunnel, through a bored or jacked operation.
- (g) "Light pole" means a raised source of light located in the right-of-way, that is owned, leased, operated or maintained by the city or otherwise provides a source of safety lighting, as shall be determined by the director of engineering or his or her designee.
- (h) "Pavement" means the surface of any street, alley, or public place, regardless of the type of material utilized in its construction.
- (i) "Public place" means any property owned by the city and dedicated or reserved to the city for public purposes.
- (j) "Street" means the right-of-way dedicated or reserved for street purposes, which may include such surface improvements as pavement, sidewalk, curb, gutter, grassed or landscaped terrace and boulevard.
- (k) "Surfacing" means any improvement other than pavement lying on or within a street, alley or public place, such as sidewalk, curb, gutter, turf, grass and landscaping.

12.40.020 Permit Required. No person shall make or cause to be made any excavation in any street, alley or public place in the city, without first obtaining a permit from the department. The application for permit shall be in a form as prescribed by the department and may further consist of any additional information required by the department.

- (a) A separate permit shall be obtained for each excavation. No person shall excavate right-of-way or maintain an excavation in the right-of-way beyond the date specified in the permit unless circumstances beyond the control of the Permittee occur and the Department approves of an extension, pursuant to 12.40.060(a).
- (b) All permits shall expire 30 days from the date of issuance, subject to Section 12.40.060(a).

12.40.030 Permit - Exemption. Contractors performing excavation or installation work while under city contract or performing work otherwise requested by the city are not required to obtain a permit under this chapter for such work unless a permit is specifically required by the city. Excavations performed by the Department of Public Works are also not required to obtain a permit under this chapter.

12.40.040 Permit Application Requirements. (a) A permit application form shall be made available by the department to include but not limited to the following: Name of company, purpose of excavation, mailing address, and contact information. The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

- (b) All Registrants and Permittees shall comply with Digger's Hotline requirements set

forth in Wis. Stat. 182.0175, if applicable.

- (c) **Excavation Plan Submittal Requirements:** The applicant shall identify in detail the location of the proposed project and the affected right-of-way. Plans shall be scaled drawings showing all existing and proposed facilities within the project area in addition to installation details. Plans shall also show horizontal and vertical separation distances from all other utilities and identify all conflicts and other details as requested by the Department. Minimum separation distances shall be set by the Department. Each permit application and plan shall meet these separation distances.
- (d) **Bond Requirements:** Before the issuance of a permit the applicant shall execute and file with the Department and keep in effect a corporate surety bond in the minimum sum of five thousand dollars (\$5,000) conditioned upon the timely and faithful performance of all requirements and conditions of this chapter and of any permit issued to the applicant. The effective period of the bond or security shall be a minimum of two years.
- (e) **Insurance Requirements:** Before the issuance of a permit the applicant shall file a certificate of insurance with the Department. The limits of the insurance shall be at least five hundred thousand dollars each person, five hundred thousand dollars per each occurrence, five hundred thousand dollars for property damage, and ten thousand dollars medical expense (any one person). In addition, coverage shall include a one million dollar excess limit umbrella policy. Finally, the certificate of insurance shall name the City of Wausau as an additional insured.
- (f) **Indemnification Requirement:** By registering with the City, or by accepting a permit under this section, a Registrant or Permittee, as the case may be, agrees to indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents (collectively, "Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Registrant's or Permittee's acts or omissions in the exercise of its rights under this Ordinance, whether caused by or contributed to by the City or its agents or employees.

12.40.050 Permit Fee. Before the issuance of a permit, the applicant shall submit a fee in accordance with section 3.40.010.

12.40.060 Regulations Governing Excavations. (a) **Timing of Work and Repair/Restoration:** The work to be done under the excavation permit, and the repair or restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the Permittee, as approved by the department. In no case shall the repair extend beyond the length of the permit.

- (b) **Repair or Restoration Required:** The Permittee shall be required to repair the excavation to the specifications of the Department. Specifications will be on file and maintained by the department.

- (c) Standards: The Permittee shall perform repairs or restoration according to the Standard Specifications for Public Works Construction, the plans and specifications of the Department, and in accordance with the conditions specified in the permit. The Department shall have the authority to prescribe the manner and extent of the repair or restoration and may do so in written procedures of general application or on a case-by-case basis.
- (d) Traffic Control: All signing and barricades shall be in accordance with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD). All road lane or road closures must be approved by the Department in advance of the closure. It shall be the responsibility of the Permittee to notify all emergency services of approved lane or road closures.
- (e) Protection of Site and Equipment: All necessary precautions must be taken by the Permittee to protect the public during the excavation. All barricades and fencing shall be the responsibility of the Permittee.
- (f) Notification of Work: The Permittee shall notify the Department a minimum of 48 hours prior to any excavation. The Permittee shall also provide a schedule of the work at the time of notification.
- (g) Inspection of Work: The Permittee shall make the work site available for inspection by the City at any time during the excavation. The Permittee shall keep a copy of the permit on site.
- (h) Repair/Restore: The contractor responsible for the restoration of any asphaltic or concrete surface must be licensed and bonded to perform this work in the right-of-way. A list of the approved asphalt and concrete contractors is maintained by the Department.
- (i) Acceptance of Work: Upon completion of the work, the Department shall inspect the area of the work and accept the work when it determines that proper repair or restoration has been made.
- (j) Guarantees: The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion. During either period, the Permittee shall, upon notification from the Department, correct all repair and restoration work to the extent necessary, using the method required by the Department. Said work shall be completed within thirty (30) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable.
- (k) Failure to Repair/Restore: If the Permittee fails to repair and/or restore the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all work required by the Department, the Department, at its option, may do such work. In that event, the Permittee shall pay to the City, within thirty (30) days of billing, the cost of repairing and/or restoring the right-of-way. If the work associated with the permit is directly attributable to a specific property, or properties, the unpaid bill shall become a special charge against the properties served by the repair and/or restoration work.
- (l) Compliance with Federal/State laws and regulations: Obtaining a permit does not relieve the Permittee of any obligations or rules, laws or regulations required by State or Federal

agencies.

12.40.070 Excavation in New Streets Limited. After completion of any permanent improvement or repaving of any street, alley or public place, no permit shall be issued to open, cut or excavate said pavement for a period of 5 years after the date of completion of the pavement improvement or repair unless, in the opinion of the director, an emergency exists which makes it essential that the permit be issued.

12.40.080 Excavation in Winter Limited. In order to protect the integrity of the streets and the safety of the public, excavation during the winter months when frost exceeds two feet, generally from January to April, shall be limited. Considerations to the condition of the street and the functional classification of the street will be considered. Approval must be obtained from the department. If approval is granted, the department will set procedures for compaction and restoration.

12.40.090 Emergency Excavation Authorized. In the event of an actual, bona fide emergency, any person owning or controlling any sewer, water main, conduit or utility in or under any street or alley, or such person's agents or employees, may take immediate, appropriate emergency measures to remedy conditions endangering property, life, health or safety without obtaining a permit under this chapter. Such person shall apply for an excavation permit not later than the end of the next working day following the undertaking of such measures.

12.40.100 Settlement of Pavement and Surfacing. Regardless of who installed the same, the Permittee shall be responsible for the cost of replacement and restoring the grade of pavement or surfacing which has settled within three (3) years from the date of completion of backfilling. If following notice thereof by the city, the Permittee fails to replace the inferior work, the city shall perform the work and charge the Permittee for the actual costs thereof, plus an administrative charge for liquidated damages of \$500. Each successive replacement by the Permittee shall be subject to the requirements of this section.

12.40.110 Reservation of Regulatory and Police Powers. The City, by granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this chapter does not surrender or to any extent lose, waive, impair, or the lawful powers and rights, which it has now or maybe hereafter granted to the City under the Constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the Permittee; and the Permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this chapter agrees that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Permittee or registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general law, and ordinances enacted by the City pursuant to such powers.

12.40.120 Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or constitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

12.40.130 Revocations, Suspensions, Refusals to Issue or Extend Permits. (a) Grounds. The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

- (1) Issuance of a permit for the requested date would interfere with an exhibition, celebration, festival or other event;

- (2) Misrepresentation of any fact by the applicant or Permittee;
- (3) Failure of the applicant or Permittee to maintain required bonds and/or insurance;
- (4) Failure of the applicant or Permittee to complete work in a timely manner;
- (5) The proposed activity is contrary to the public health, safety or welfare;
- (6) The extent to which space is available in the right-of-way for which the permit is sought;
- (7) The competing demands for the particular space in the right-of-way;
- (8) The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant;
- (9) The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;
- (10) The condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction; or
- (11) The applicant or Permittee is otherwise not in full compliance with the requirements of this section or state or federal law.

12.40.140 Denial of Permits. If any contractor fails to comply with the requirements of this chapter, such performance shall be considered by the department before further excavation permits are granted. If the record indicates substantial or repeated disregard for the provisions of this chapter, further excavation permits may be denied, following provisions for adequate notice and hearing as may be required under Wisconsin Statutes Chapter 68.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

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

Discussion and possible action on repealing and recreating Chapter 12.40 of the Municipal Code, Street Excavations

Wesolowski explained that the Engineering Department, along with the Inspections Department, have been working through redeveloping Chapter 12.40. The proposed new chapter includes a lot of what was in the existing code. The existing code was piecemealed and this will simplify the code. It includes the same insurance requirements and bonding requirements. The major change is taking responsibility from the plumbing inspector to the Engineering Department as Engineering will have better ability to monitor upcoming large projects. Staff is proposing a change to the draft. Under Section 12.40.020 there are subsections a and b. Staff would like to add another subsection related to permits. TDS is anticipating a large project this year. If we make them obtain a permit for every 3 blocks it would be hard to manage. Staff would like have flexibility by adding language stating large scale projects are to the discretion of the Engineering Department to issue the number of permits applicable.

Thao remembered when there was a proposal several months ago to bury utilities at the old incubator site and questioned what this flexibility would mean. Wesolowski stated permits may be more like a 6 block area rather than every 3 blocks. The contractor would have to have detailed plans. Thao asked if Council would still have oversight when permits are issued. Wesolowski stated permits would be issued through the Engineering Department. Rasmussen clarified that Council currently does not approve install of utilities. The instance Thao had referred to was an easement across property. These borings would be within City right-of-way. Lindman explained that TDS is looking to install 140 miles of fiber in the ground. This is what staff is referring to when speaking of large scale projects. Other utility work would still have to get a permit for every three block area. Staff wants to be able to manage permits appropriately and with a little bit of flexibility.

Rasmussen indicated there would still be requirements that the contractor repair and restore pavement, and stand behind the quality of the compaction and pavement for three years. About a year ago there was talk about problems we have had with plumber openings not repaired in a timely manner or not compacted properly. She questioned if there is enough language in the new code to address those problems. Wesolowski stated the contractors are required to have a bond with a three year guarantee. A sinkhole would develop within the first 3 years. Rasmussen would support having the means to fine a contractor if something is left unattended or if the work is subpar.

Rasmussen moved to amend the draft code by adding the subsection requested by Engineering to create a large project exception that allows Engineering to decide the zone for which permits would be issued and the quantity of permits needed on large scale projects. Thao seconded and the amendment carried unanimously 3-0.

Rasmussen moved to approve repealing and recreating Chapter 12.40 of the Municipal Code, Street Excavations, which includes the amendment. Thao seconded and the motion carried unanimously 3-0.



Memorandum

From: Allen M. Wesolowski, P.E., City Engineer
To: Council Members
Date: 3/4/2020
Re: Chapter 12.40 Wausau Municipal Code

Purpose: To obtain your approval on revised Chapter 12.40, Street Excavations

Facts OR Considerations:

1. Background: The current Chapter 12.40 was outdated and did not reflect current practices. This rewrite of the chapter clarifies conflicts in the existing ordinance.
2. Rationale: Staff will be facing a large amount of excavation permits this summer. The revised ordinance will help staff permit and manage the projects.

Notes:

1. CISM approved the revised Chapter 12.40 of the ordinance. Staff requested the flexibility to approve larger projects on an individual basis and CISM agreed to amend the proposed ordinance to give staff flexibility.
2. The only change staff made to the version approved at CISM was amending section 12.40.020(a). The restrictions on 1200' or 3 blocks was removed. The amended version will allow the contractor to submit a larger project as long as the work under the permit can be completed in 30 days.

cc: Mayor

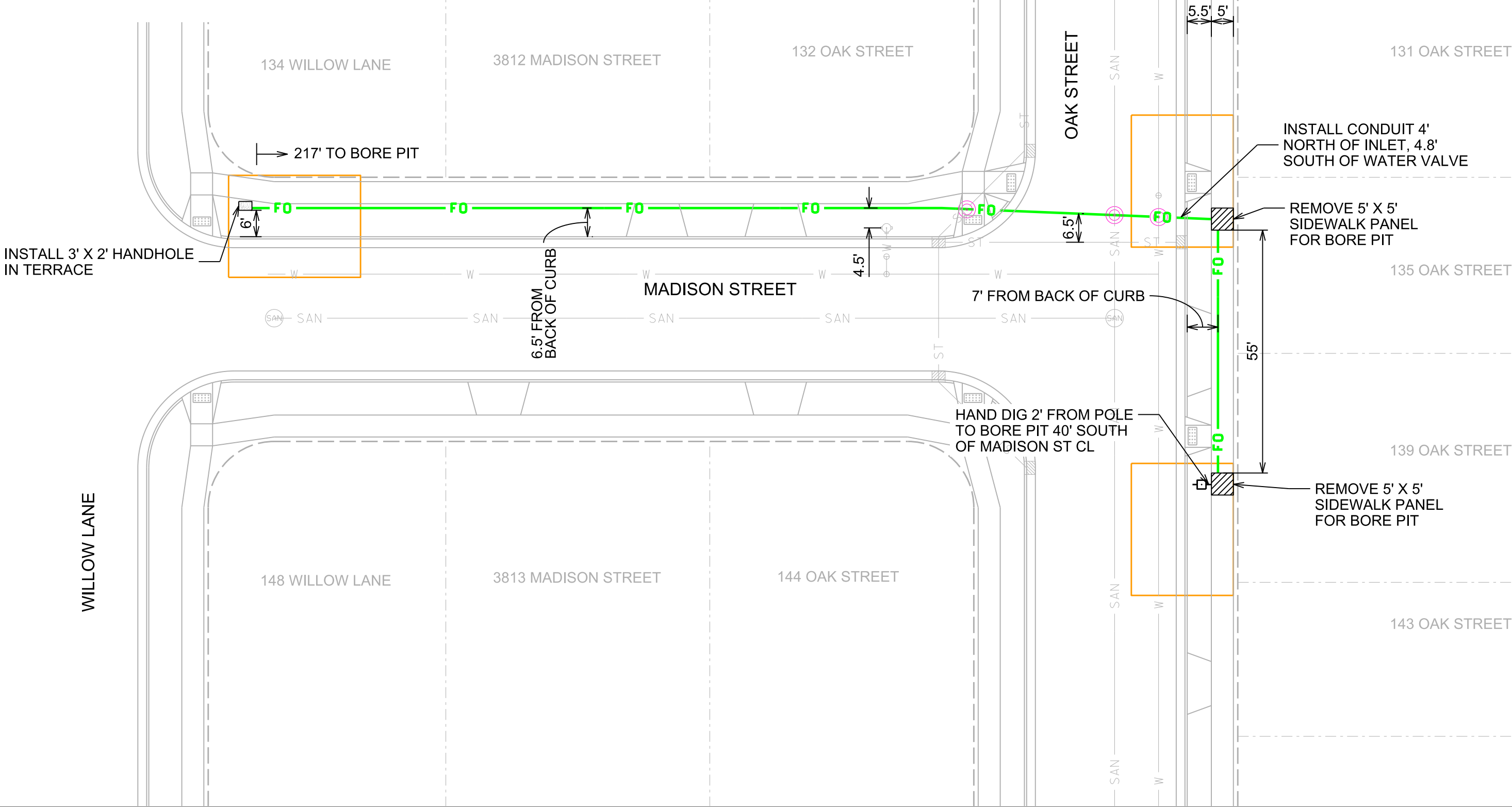
AGENDA ITEM
Discussion and possible action on repealing and recreating Chapter 12.40 of the Municipal Code, Street Excavations
BACKGROUND
The City issues permits for excavations that occur within the right-of-way. These excavations include lateral replacements, gas line installation, and fiber optic line installation to name a few. The objective of this section of the ordinance and the permitting requirements is to protect the public by insuring that proper barricading and signing is used and to protect and preserve the integrity of the infrastructure; namely the streets, underground utilities and sidewalks. The City is facing a challenge as the number of companies installing utilities in the right-of-way increases and space for new installations is becoming limited. The Engineering Department reviewed Section 12.40 of the Municipal Code and found several areas in which the ordinance was out of date or did not reflect current practices. Engineering also reviewed Municipal Codes from surrounding communities as well as several communities outside the area. The proposed ordinance is closely in line with communities like Appleton and Madison. Engineering has worked with the Inspections Department and the City Attorney's Office to complete the revision. The most significant changes to the code include: • Permits will now be obtained from the Engineering Department as opposed to Inspections. • The new code outlines the maximum distance, (1200 feet) or 3 blocks, one permit can cover. • Permittees will be required to submit more detailed plans, notices and checklists. As with the existing ordinance, the permittee will be required to have proper insurance and provide a bond for the work. Attached is the revised Section 12.40 of the Municipal Code. Also attached is an example plan required by the permittee, a checklist for the permit application, and a notification procedure that will be required as part of the permit application. With the update to the Municipal Code and the permit requirements, the Engineering Department will be more informed of the street excavations to better protect the residents and maintain the integrity of the infrastructure.
FISCAL IMPACT
The fiscal impact will depend on the number of permits issued. Permit fees are set yearly by the Council.
STAFF RECOMMENDATION
Staff recommends adopting the revised Section 12.40 of the Wausau Municipal Code.
Staff contact: Allen Wesolowski 715-261-6762



= WORK ZONE AREA



= PROPOSED POTHOLE



CITY OF WAUSAU
APPLICATION TO EXCAVATE IN PUBLIC RIGHT-OF-WAY
SUBMITTAL CHECKLIST

Submittal Includes:

- ☐ Back of curb, right-of-way, property lines, and existing City utilities (water, sanitary sewer, storm sewer, and traffic engineering) displayed on site plan(s).
- ☐ Dimensions provided off of the existing features listed above to proposed utility placement.
- ☐ Traffic Control Plan (including pedestrian & bicycle designs as well as any temporary measures for potholing where applicable,).
- ☐ Expected areas of ROW occupancy for installation equipment shown (work zones).
- ☐ All contractors and subcontractors performing work listed on application.
 - 1. All contractors & subcontractors must be listed on application
 - 2. All contractors performing concrete or asphalt repair must be licensed and bonded with the City of Wausau
- ☐ Copy of notification letter mailed to property owners (or door hangers) and list of property owners notified for projects extending more than one block in residential or commercial areas.

APPLICATIONS THAT DO NOT MEET THESE CRITERIA WILL BE REJECTED.

Clearance requirements for design of proposed utility installations:

	<u>Horizontal Clearance (ft)</u>	<u>Vertical Clearance (ft)</u>
Back of Curb	6	-
Sanitary Sewer <i>(mains, laterals and structures)</i>	3	2
Storm Sewer <i>(mains, laterals, and structures)</i>	3	2
Traffic Engineering <i>(conduit and structures)</i>	3	3
Water Utility <i>(mains, valves, services, and hydrants)</i>	4	3

City of Wausau
Notification Procedure for Permit to Excavate in
Public Right of Way Applications

The City Engineering Division requires the following notification process relating to Permits to Excavate in Public Right of Way.

- If the proposed utility installation, construction or reconstruction is **less than one block in length**, the applicant shall notify the abutting properties through delivery of door hangers or letters three (3) working days, not including Saturday, Sunday or holidays, prior to commencing work.
- If the proposed installation, construction, or reconstruction **exceeds one block in length**:
 - Applicant shall notify each home, apartment, business, etc.; along both sides of the street for the length of the project; through delivery of door hangers or letters a minimum of seven (7) working days, not including Saturday, Sunday or holidays prior to commencing work.
 - The letter or door hanger shall include the following:
 - The name of the utility that has applied for the permit
 - The name of the contractor that will be performing the work, if it is available.
 - The limits of the work, including the side of the street where the work will take place.
 - A brief description of the work that will be done and the method that will be used-i.e. directional boring, open trenching, etc.
 - A brief description of the proposed site restoration.
 - The approximate schedule for the start and completion of the work.
 - The name, phone number, and e-mail address for a representative from the utility who can answer technical questions from the residents, business owners, etc.
 - The name, phone number, and e-mail address for a representative of the City Engineering Division who can field complaints from resident, business owners, etc.
 - A copy of the letter or door hanger and a list of the addresses that were notified shall be provided to the City Engineering Division for inclusion with the permit documents.
 - The permit application will not be approved and/or issued until the copy of the letter or door hanger and the list of addresses has been added to the permit database.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving a contract extension between PCS Mobile and City of Wausau for the automated license plate recognition system for parking and related maintenance

Committee Action: Approved 5-0

Fiscal Impact: \$5,188 for years 2 and 3 and prices not exceeding 5% of the prior year's pricing for years 4 and 5

File Number: 18-0805

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Parking Fund</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$5,188</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Common Council approved entering into a contract with PCS Mobile on January 22, 2019 for the purchase of parking enforcement license plate recognition software and hardware; and

WHEREAS, the contract expired on February 29, 2020 with the option of extending it up to four additional one-year terms; and

WHEREAS, the city expended \$120,865.15 for the first year for product installation and operation; and

WHEREAS, your Finance Committee, at their February 25, 2020 meeting, discussed and recommended extending the contract for four additional one-year terms at a cost of \$5,188 for years two and three for software maintenance and mobile assurance support and prices not exceeding 5% of the prior year's pricing for years four and five.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the attached Contract Extension with PCS Mobile for four additional one-year terms through February 29, 2024.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 25, 2020 @ 5:15 pm., Council Chambers

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

Others Present: Splinter, Bliven, Barteck, Jacobson, Mielke, Kujawa, Lindman, Rubow, Miller, Hanson, Neal

Discussion and possible action regarding extension of contract between PCS Mobile and City of Wausau

Jacobson stated the original contract states the city may extend the contract by up to four additional one-year terms, so it is up to the committee to decide how long to extend.

Rasmussen commented sometimes longevity in a contract between the city and a vendor is beneficial because they don't face the uncertainty year after year and the committee doesn't have to deal with it year after year. Other contracts we may do a year at a time to reserve our right to shop for competitive pricing.

Splinter stated there were a couple of growing pains upon implementation of the license plate recognition software, but now it is rolling pretty well and is successful. He recommended renewing for a longer period than one year at a time.

Smith questioned what the cost of the contract was for one year and/or ongoing years. Jacobson stated the first year is a total of \$120,865.15 divided into three payments of approximately \$40,000. Year two is \$5,188 and year three is \$5,188 for software maintenance agreement and mobile assurance support. Price for year four and five is not to exceed 5% of the prior year's pricing.

Motion by Martens, second by Lawrence to extend the agreement for four years. Motion carried 5-0.

CONTRACT EXTENSION
BETWEEN PCS MOBILE and CITY OF WAUSAU

This Extension is made as of the _____ day of _____, 2020, between Portable Computer Systems, Inc., d/b/a PCS Mobile ("PCS") and City of Wausau ("CITY").

WHEREAS, on March 1, 2019, the Parties entered into a contract for the purchase of hardware and implementation for automated license plate recognition system for parking which expires on February 29, 2020; and

WHEREAS, this Contract allowed for the contract to be extended by four one-year terms.

NOW, THEREFORE, the Parties agree to extend the contract for four additional one-year terms through February 29, 2024.

CITY OF WAUSAU

PORTABLE COMPUTER SYSTEMS, INC.

By: _____

Martin Murphy
Vice-President

Its: _____

By: _____

Its: _____

CONTRACT
BETWEEN PCS MOBILE and CITY OF WAUSAU

This Contract is entered into by and between Portable Computer Systems, Inc., d/b/a/ PCS Mobile ("Contractor") and the City of Wausau ("City"), for the purchase of hardware and implementation for automated license plate recognition system for parking on the same pricing terms as those contained in the competitively bid State of Wisconsin RFP M15-021-RFP and Contract Number M15-021-O, on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee.

For mutual consideration, the parties agree as follows:

1. **Term.** The term of this Contract shall commence March 1, 2019, and expire on February 29, 2020, unless earlier terminated as set forth herein. The City may extend the Contract by up to 4 additional one-year terms.

2. **Invoicing/Payment.**

City will make payment according to the following Schedule:

- 1/3 of 120,865.15 at contract signing
- 1/3 of 120,865.15 after hardware is installed and working
- 1/3 of 120,865.15 at final acceptance

City will make payment within 30 days of a properly submitted invoice. A properly submitted invoice must reference the Purchase Order number and be submitted to the address listed on the Purchase Order. A good faith dispute creates an exception to prompt payment.

The City reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

3. **Pricing Firm/Escalation Clause.** Price as quoted in proposal 19599/1 is firm for years 1, 2, and 3. Price increases for years 4 & 5 not to exceed 5% of prior year pricing. The increase must be approved by the City prior to its effective date in the form of a contract amendment or change order.

Likewise, any de-escalation in price shall be passed on to the City. Contractors are obligated to treat price decreases as equally as the price increases during the tenure of the contract. Contractor should promptly notify City of new or discontinued items.

4. **Acceptance Testing.** Acceptance testing will occur within 5 working days after the item/service has been installed. Acceptance testing will be performed by the City and will consist of verification of the specifications and performance requirements. If the

item/service does not meet specification or performance requirements, the Contractor will have 30 days to meet requirements. If after this time period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the item and return any payments that may have been made.

The Director of City County IT Commission (CCITC), or his designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

5. **Acceptance of Products; Returns.** All Products delivered by PCS F.O.B. destination as provided in paragraph 19 shall be deemed accepted by City unless City notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-produce shipment, damaged Products or similar discrepancies. All other Products shall be deemed accepted when provided by PCS and inspected by City and PCS at the Installation Site. Once accepted by City, Products provided by PCS may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered after commencement of Installation thereof pursuant hereto. Installation Services will be deemed accepted by City upon completion thereof (on a unit by unit basis) and the performance of any punch-list items after inspection by City.
6. **Integration.** The following documents shall constitute the entire agreement between the City and Contractor with respect to the subject matter set forth herein: (1) this Contract, including terms in other documents incorporated by reference; and (2) any City-issued Purchase Order; (3) Proposal 19599/1; (4) Statement of Work; and (5) RFP M15-021 RFP; and (6) Contractor's response to RFP M15-021-RFP. This Contract supersedes all prior Proposals, understandings and all other documents, oral and/or written, between the parties. In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve those conflicts shall be the order the documents are listed above. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties. The City shall not be bound by any terms and conditions included in Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.
7. **Contract Administration.** The Contract Manager is the CCITC Director, or his designee.
8. **Insurance.** Contractor shall at all times maintain the following insurance requirements.

<u>Coverage Type</u>	<u>Minimum Limit</u>
Worker's Compensation	Statutory Limits
• Each Accident	\$100,000
• Disease – Policy Limit	\$500,000
• Disease – Each Employee	\$100,000

Commercial General Liability

- General Aggregate & Products Liability \$2 million
- Each Occurrence \$1 million

Automobile Liability

- Combined single limit \$1 million

Additional Insured Provision:

- The Contractor shall add the "City of Wausau, its officers, employees and agents" as an additional insured under the commercial general liability policy.

Other:

- Contractor shall provide proof of such coverage (in the form of policy endorsements or by certificates of insurance that indicate that the holder of the certificate can rely on the representations contained therein and that the certificate confers/extends coverage to the named certificate holder), and proof of current premium payment thereof no less than 10 days prior to the signing of the Contract.
- The policy must be issued with a 60 day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of "A-" and signed by an authorized agent.

9. **Hold Harmless.** Contractor shall protect, defend, indemnify and hold the City, its officers, employees, agents, contractors and invitees harmless against any suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, its officers, directors, agents or employees or contractors, in prosecuting work under this agreement.

10. **Notices.** Notices shall be in writing and shall be deemed to have been delivered upon (1) personal delivery, (2) as of the second business day after mail by US Mail, or (3) upon next business day if delivered by Federal Express or similar overnight delivery system, or on the same business day if by facsimile or email addressed below:

If to the City:

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

If to Contractor:

PCS Mobile
Attn: Martin Murphy
1200 West Mississippi Ave
Denver, CO 80223

Or to such other address or to such other person as a party may designate for such purpose.

11. Additional Items/Services. The City reserves the right to buy similar items/services that may be added to this Contract provided it was mutually agreeable to both CCITC Director and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

12. Independent Contractor. The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state.

13. Assignment. Neither party shall assign or subcontract any of its rights, duties, or obligations under the Contract without the express written consent of the non-assigning party.

14. Termination. Termination may occur:

- By the City, for its convenience by providing thirty (30) days written notice. In the event of a termination, the City's liability will be limited to the pro rata cost of the services performed and accepted as of the date of termination plus expenses incurred with the prior written approval of the City. Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.
- By the City or Contractor, if the opposite party fails to perform under the terms of this Contract. In such event, the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 10 calendar days. Should the defaulting party fail to remedy the same within said period, the aggrieved party shall then have the right to terminate this Contract immediately. In the event of a termination, the City's liability will be limited to the pro rata costs of the services performed and accepted as of the date of termination plus expenses incurred with the prior written approval of the City. The Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.
- If at any time the Contractor fails to have current certificates of insurance, the City has the right to cancel and terminate the Contract without notice and without further liability. The City's liability will be limited to the pro rata costs of the services performed and accepted as of the date of termination. The Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.

15. Waiver. The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the

right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

- 16. Choice of Law.** The laws of the State of Wisconsin shall govern, including its conflict of laws principles. Any claims arising shall be brought in the Marathon County circuit Court or federal court sitting in the western district of the State of Wisconsin and each party submits to the personal jurisdiction of such courts. In the event of a breach of the Contract, the non-breaching party shall be entitled to assert all of its rights and remedies in law or equity, including, but not limited to, injunctive relief.
- 17. Severability.** If any term, condition, or provision in the resulting Contract is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision unenforceable, and if no feasible interpretation would save such provision, the parties shall use their best efforts to agree to such amendments that shall preserve, as far as possible, the intentions expressed in the Contract.
- 18. Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 19. Shipment.** Except for products delivered directly by PCS or its subcontractors to the Installation Site, delivery of all Products shall be F.O.B. destination by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to City as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to City, until PCS or its representative commences installation at the installation site.
- 20. Compliance with Law.** The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 21. Warranty.** Any equipment purchased shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

- 22. Cancellation.** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- 23. Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or its otherwise exempt from the requirement of obtaining a certificate of authority.
- 24. Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restrict to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 25. Travel Per Diems.** All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the City shall not include an additional amount for this purpose.
- 26. Patent Infringement.** The Contractor selling the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (Provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 27. Interfaces.** As documented in the Statement of Work, the following interfaces are included at no additional cost.
- a. Complus
 - b. T2
 - c. Passport

Dated:

CITY OF WAUSAU

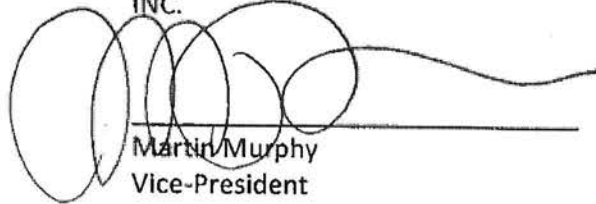
By: Robert B. Miller

Its: MAYOR

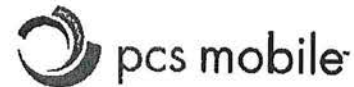
By: Pat Doyle

Its: City Clerk

PORTABLE COMPUTER SYSTEMS,
INC.


Martin Murphy
Vice-President

STATEMENT OF WORK



PROJECT INFORMATION

PCS Proposal No: 19599/1
Customer Name: City of Wausau, WI
Customer Contact: Kristin Sorenson

Date: 3/1/2019
Project Location: Wausau, Wisconsin
Sales Contact: Brian Ferring

This Statement of Work ("SOW") is delivered pursuant to the Contract between PCS Mobile and the City of Wausau for the purchase of hardware and implementation for two (2) automated license plate recognition systems for parking.

This Statement of Work shall be incorporated by reference and become part of the Contract upon acceptance by the City of Wausau and PCS Mobile.

Per direction, the ALPR deployment and implementation will encompass three phases as defined by the City;

Phase 1: The City intends to update signage on all applicable streets and roadways delineating the two (2) hour free parking rule being put in place; however, this has not been implemented. Currently, all original parking rules are still in place. The project is expected to be implemented in 2019 however a timeline has yet to be defined.

Phase 2: Purchase, install, configure and start using the 2 Genetec AutoVu ALPR solutions listed to enforce the 2-hour parking rule on roadways. This phase will also include integration of Complus for ticketing. To be completed in Q4 2018 – Q1 2019.

Phase 3: Purchase and install the T2 pay stations and Passport pay by phone application. Designate and assign permit parking for the City's ramps, garages and parking lots. Integrate Genetec AutoVu Pay by Plate Multi application and configure with the City's designated systems. To be completed in Q2 2019.

INSTALLATION SERVICES APPROACH

PCS MOBILE will provide services for the following phases of work, as applicable for each project:

- Project Management
- Deployment
- Close Out

PROJECT MANAGEMENT SERVICES

Project Management Services will include the following items and tasks associated with Installing the Genetec AutoVu ALPR Solution:

- Develop and Deliver Detailed Project Plan. Work with the City to refine the plan and complete within 3 weeks after contract signed.
- Participate in and lead if required, project meetings including a project kick-off and subsequent periodic meetings as required and/or at the request of the Customer.
- Implementation Schedule development, periodic monitoring and reporting as required.
- Communicate status of the project through periodic biweekly written progress reports as specified and documented in the Kick-Off Meeting agenda and notes. Additionally, a biweekly conference call may be initiated to facilitate additional communications between PCS Mobile's Service team and the City.
- Develop and Manage a project "punch-list" as may be required.
- Planning and management of project logistics, including delivery of equipment and management of Installation schedule.
- Employ PCS Mobile's Quality Control Monitoring system and periodic quality assurance reviews of all Installation work.
- PCS Mobile is to receive from the City a map of the parking areas in the downtown area that includes the specific business rules that apply to each section and incorporate that into the project plan

Project Management Services Deliverables shall include:

- Initial Project Schedule with any applicable updates
- Project meeting notes including progress reports as required
- Periodic Quality Control check verification as delineated in the Project Schedule

Customer Deliverables to the PCS Mobile Project Management team include:

- A current list of all vehicles designated for installation work
- A list of customer designated personnel who have been assigned project responsibilities to be delivered at the project Kick-Off meeting. These responsibilities may include but not be limited to:
 - o review and written acceptance of completed work,

- prepping, provisioning and scheduling vehicles for installation work,
- scope revision/change order requests and approvals,
- approval of mounting locations,
- designation of and providing access to Customer facilities to include escorts as required,
- designate primary and secondary points of contact for project management communications,
- coordinate the training of customer staff.

DEPLOYMENT SERVICES

PCS MOBILE will provide the following Deployment and Installation Services:

- Phase 2 Installation and setup of two (2) Genetec AutoVu Automatic License Plate Recognition (ALPR) mobile systems on an existing Genetec Security Center platform, in accordance with the manufacturer's recommended installation guidelines and current industry best practices.
- Installation, which will happen on the City's existing Genetec Security Center platform, setup and configuration of the required AutoVu software. This service includes but is not limited to: Installation and setup of applicable software on the designated server, installation, setup and custom configuration of AutoVu on Security Desk, installation, setup and configuration of AutoVu Patroller on the designated in vehicle MDC, configuration of hotlists, and pay by plate integrations as required.
- Have Genetec Security Center and AutoVu mapped out with Permit Zones in accordance with the attached map as provided by the City, with detailed explanation of the different permit zones to properly identify cars for ticketing.
- Utilization of PCS Mobile's Quality Control Monitoring system. Written checklists will be completed for each vehicle installation and reviewed with the previously aforementioned designated customer personnel for approval and sign off.
- Final testing, cleaning and adjustment of all installed equipment.
- Phase 3 Integration of Genetec AutoVu Pay by Plate Multi application with customer designated payment systems when they become available.
 - This includes:
 - Complus – Interface to and from AutoVu for citation tickets. Integrate ticketing vendor with automated interface that sends all appropriate fields of information to Complus so that Complus can manage the billing.
 - T2 Pay stations – Interface to AutoVu with pay station system that allows citizens to pay for parking. Work with T2 to define interface specifications, test and implement.
 - Passport – Integrate with passport cloud/web solution that allows citizens to pay for parking and buy short- and long-term permits. Work with Passport to define interface specifications, test and implement.
- Set up at user privileges for at least 2 Patrol Lieutenants IDs and configure system to allow LTs to manage hotlists and other tools for license plates and vehicles of law enforcement interest.

Installation Parameters and Customer Preparation Requirements

- The customer will be responsible for relocating any existing equipment in the vehicle to make space available for the new Genetec equipment. The Patroller control unit will require approximately 15"x20" of open space with clearance for appropriate ventilation. If a proper space is not made available prior to our technicians' arrival, PCS Mobile will work with the agency to relocate any equipment; however, the customer will be charged a base rate of \$65.00 per hour for this service plus any applicable travel and expenses incurred due to the delay, at government rates paid by the City to its employees.
- PCS Mobile will install each ordered mobile ALPR Solution in the vehicle designated by the customer. Should the customer require the ALPR solution to be moved or relocated to a different vehicle following the initial, approved installation, a change order will be required. This may incur additional installation and equipment costs. A written proposal for any additional costs will be prepared for Customer and written approval required prior to the commencement of the additional work.
- PCS Mobile will install the equipment in accordance with the manufacturers recommended installation guidelines. When specific instructions or guidelines are not available from the manufacturer, PCS Mobile will employ current industry best practices for installation.
- All wiring and cabling will be routed through protective grommets when required to prevent chafing and will be dressed appropriately when exposed. All electrical connections will be made using solder and heat shrink when applicable.
- Power wiring will be routed in accordance with industry best practices to a power distribution unit (PDU) either in the trunk or the vehicles console. If connections are not available at the PDU or console, power wiring will be connected at the battery for 12V constant and ground, and at the ignition harness for ignition sensing.
- As these installation(s) require direct electrical connections, connector fabrication and wiring; cable ends to be temporarily exposed while being routed and connected. PCS Mobile requests that an enclosed garage or work bay with suitable electrical power and lighting be made available for our technicians to perform the installation(s).

- PCS Mobile requests the customer have fleet mechanical personnel available to answer questions that typically arise during equipment installations. This will facilitate a smooth installation and prevent delays.
- PCS Mobile will make every effort to notify the customers designated representative of the anticipated completion schedule for approvals however with any work project issues may arise creating the potential for brief delays. We would greatly appreciate your representative remain flexible and keep open communications with the installation team.

Installation Services Team deliverables include:

- A completed, tested and approved vehicle installation in accordance with the vehicle's design and manufacturers' standard recommendations for installation.
- PCS Mobile provides a one-year warranty on labor and workmanship. *Customer Deliverables for the installation phase include:*
- Acceptance and receipt of delivered equipment, prior to installation. Customer shall designate the location and a point of contact for delivery acceptance.
- Access to vehicles and facilities for installation work as agreed upon, with schedule and access parameters as determined during the Kick-Off meeting.
- 120-volt power for installation work.
- Vehicles must be designated Out of Service for duration of the installation.

CLOSE OUT SERVICES

PCS MOBILE will provide the following historical documentation at Project Closeout:

- Written documentation of the vehicle unit number(s) and all associated equipment installed by PCS Mobile, including applicable computer and equipment serial numbers (may also be included on the applicable Work Order if required).
- Individual work orders including installation checklists and wiring diagrams for each vehicle.
- Manufacturer's operation manuals.
- Manufacturers' maintenance manuals and requirements.
- Software licenses.
- Training documentation and materials for User and Administrator reference and follow on training.

TIMEFRAME

PCS Mobile endeavors to deploy technicians onsite for installation approximately two (2) to three (3) weeks following the delivery of all designated ALPR system equipment and accessories to the Customer's location. Customers located within 250 miles of a PCS Mobile office may elect to have the equipment shipped to and stored with PCS prior to installation commencing.

TRAINING SERVICES

PCS Mobile will provide the following training services on site and remotely as required:

- Onsite – one, half day session
 - Train the Trainer – Operational personnel to include Supervisory and Enforcement Personnel
 - PCS requests class size be limited to 3 "trainers", so each participant obtains maximum benefit from the material as the bulk of the training is conducted in the vehicle.
 - Subjects include:
 - Patroller Operation Theory and Use
 - In-Vehicle Training
 - Patroller Training Exercise Checklist
 - PCS requests a suitable classroom be provided with a PowerPoint projector and screen so maximum benefit may be obtained.
 - Train at least 2 Patrol Lieutenants to manage hotlists and other tools for designating and/or locating license plates and vehicles of law enforcement interest within the system.
- Remote – one, half day session
 - Train the Trainer – System Administrator, Command Staff
 - Administrative operations in Security Center (Security Desk and Configuration Tool).
 - Reports in Security Desk
 - Updates
- Considerations and Requests
 - PCS requests a roster of students attending be provided prior to commencement

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

RESOLUTION OF THE PARK AND RECREATION COMMITTEE

Approving the Naming of the Dog Park to 2 Hearts Dog Park

Committee Action: Approved 5-0

Fiscal Impact: \$0

File Number: 20-0307

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the city has a desire to establish a dog park within the city for dogs and their owners to enjoy within a safe and controlled environment; and

WHEREAS, a committee was desired to research design and funding opportunities available to make the City of Wausau dog park a reality; and

WHEREAS, a Dog Park Committee was created as a Special Committee under Section 2.16 Rule 13D. of the Wausau Municipal Code, on November 13, 2018 for the purpose of investigating issues before the committee and making recommendation on issues before the committee; and

WHEREAS, the Dog Park Committee will advise and report to the Park and Recreation Committee, as well as other committees of the Common Council as needed, and remain in effect for as long as needed to construct a dog park; and

WHEREAS, on January 22, 2019, the Common Council designated 224 S. 4th Street as the site for the Wausau Urban Dog Park and authorized members of the Dog Park Special Committee to fundraise for the park development; and

WHEREAS, the Dog Park Committee has been raising funds on behalf of the City to complete the dog park in the summer of 2020 through grant writing, sponsorships, events and naming rights, and has been updating its fundraising efforts at each of its meetings since March 7, 2019; and

WHEREAS, at its July 22, 2019 meeting, the Dog Park Committee moved to recommend to the Parks and Recreation Committee, the establishment of different donation levels in exchange for recognition signage in the dog park; and

WHEREAS, at its February 3, 2020 meeting, a request was made by Brian Stolzman of the Dog Park Committee to name the park after his late wife, Deb Stolzman, who passed away last year after a battle with brain cancer and who was a champion for animals and the first president of New Life Pet Adoption and a respected member of the community and worked for Midwest Communications and media sales which connected her to many organizations and people; and for whom the 2 Hearts for Deb Foundation was formed in her name to help animals; and the committee established an amount of \$17,500 that would be required to name the park; and the 2 Hearts for Deb Foundation is committed to raising those funds; the Dog Park Committee moved to recommend to the Parks and Recreation Committee, setting a fundraising goal of \$17,500 for Brian Stolzman to lock in the naming rights of the park; and

WHEREAS, the Dog Park will be a place for the community to recreate with their dogs and socially interact. The Dog Park will be a place for community members to share their stories of how dogs have affected their lives; and

WHEREAS, your Parks and Recreation Committee, on March 2, 2020, recommended that his request to purchase the naming rights be approved to name the dog park, “2 Hearts Dog Park” in exchange for payment of \$17,500 by the 2 Hearts for Deb Foundation.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau approves the name “2 Hearts Dog Park” for the City’s first established dog park located at 224 S. 4th Street in exchange for purchase of the naming rights by the 2 Hearts for Deb Foundation, in the amount of \$17,500.

Approved:

Robert B. Mielke, Mayor

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: March 3, 2020 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Gary Gisselman, David Nutting, Pat Peckham(c), Dennis Smith, Tom Neal

Others Present: Greg Freix-Assistant Director of Operations, Robert Mielke-Mayor, Eric Lindman-Public Works Director, Tom Kilian, other interested parties

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that a quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

6. Discussion and Possible Action Naming the Dog Park, 2 Hearts Dog Park – A request by Brian Stolzman to name the new dog park “2 Hearts Dog Park” was made to the Dog Park Special Committee on February 3, 2020. The naming of the park is in honor of Brian’s late wife Deb Stolzman who passed away last year after a courageous battle with brain cancer. Deb was the first president of the New Life Pet Adoption Center near Marathon City. She had a love for animals and a love for the community. She worked for Midwest Communications and was involved in many community organizations. The Dog Park Committee established an amount of \$17,500 that would be required to name the park after Deb. The 2 Hearts for Deb Foundation is committed to raising the set amount. The Dog Park Committee is recommending approval of the naming request to name the dog park 2 Hearts Dog Park to the City Council.

Brian Stolzman, 3420 Horseshoe Spring Road, Wausau, spoke about his late wife, the meaning of 2 Hearts, and that this is a great way to continue her legacy and do something for the community. **Motion** by Neal, second to accept the proposed naming of the dog park as 2 Hearts Dog Park. Motion **carried** by voice vote, vote reflected as 5-0.

DOG PARK SPECIAL COMMITTEE MEETING MINUTES – (naming portion)

Date/Time: February, 3rd, 2020 at 6:00 p.m. Location: Birch Room, City Hall, 407 Grant St., Wausau, WI 54403

Members Present: Jamie Rice-Heckendorf (c), Tom Neal, David Nutting, Susan Schmidt, Ed Giallombardo

Others Present: Jamie Polley, Brian Stolzman, supporters of Brian Stolzman

Members Absent: Lauren Henkelman

Request for Naming Rights – Brian Stolzman – Stolzman presented the idea of naming the dog park after his wife Deb who recently passed away from cancer. He gave a heartfelt story about what his wife was like and what she went through with her treatments. He discussed her passion for dogs and how they helped her throughout the treatments. She worked in media sales throughout the area and was the first President of the New Life Adoption Center near Marathon. He said before she passed away she made a drawing for him and said “two hearts - me and you, you and me” which started Two Hearts For Deb.

Neal discussed the history of the park and said they have around \$34,000 left to fundraise. No one else has come forward and bid on naming rights which were negotiable. He thought the amount for that should be greater than \$15,000 as that was what the top donors had given. Polley mentioned that typically sponsorships or naming parks is usually a pretty significant part of the cost of the project. Committee could consider just over the \$15,000 amount or closer to the \$34,000. This is a unique smaller park that is not really being built with City funds but is being built by community funds with the City’s help. Stolzman asked for the amount they wanted for him to be able to name the park and what the timeframe would be. Lengthy discussion followed regarding an amount Committee would like for naming the park. Rice-Heckendorf noted that the basic infrastructure was going in this spring and depending on the weather they hoped to open the first half of the summer. Polley said the park could open with a rule sign and generic signs inside the park and an arch or name sign could wait. She thought the grand opening would be in mid-June and signage would take a couple weeks to design and build that they may need Stolzman’s commitment by April. Members supported Stolzman’s idea and felt it speaks to the community, has support and was tied to a love of dogs. Stolzman hoped it would be a place animal lovers could go and be together. Everyone knows someone who is going through something and this is a place where they could remember their loved ones. He thought maybe they could have an area where plaques could be placed for those who have died from cancer or survived it. A quote his wife kept that he envisioned on the park sign said “take the time to observe animals, what you learn will enrich your life”. Neal felt the Committee came together as a grass roots effort and he was thankful for the support of the area foundations but felt there was no better way for it to end than an effort like this. **Motion** by Neal, second by Giallombardo to set the fundraising goal at \$17,500 for Stolzman to lock in the naming rights **Motion carried** by voice vote. Vote reflected as 5-0.

DOG PARK SPECIAL COMMITTEE MEETING MINUTES (draft-naming portion)

Date/Time: February, 24th, 2020 at 6:00 p.m. Location: Birch Room, City Hall, 407 Grant St., Wausau, WI 54403

Members Present: Jamie Rice-Heckendorf (c), Lauren Henkelman, Susan Schmidt, Ed Giallombardo

Others Present: Jamie Polley, Brian Stolzman, Keith Rusch

Members Absent: Tom Neal, David Nutting

Request for Naming Rights – Originally the idea had been to name the park “2 Hearts for Deb Dog Park” but a suggestion came up to name it “2 Hearts Dog Park”. The entrance sign could have the name with “in memory of Deb Stolzman” underneath it. Deb’s story could be told with some of her catch phrases on signs throughout the park. The name “2 Hearts Dog Park” would have more than one meaning because it’s for Brian and Deb and it could also be for everybody’s heart and their dog. Stolzman thought that made good sense. Polley had checked with the City Attorney and because of how this committee was set, the name has to be approved by City Council. It does not have to be approved by the Park and Recreation Committee but will be taken to their next meeting as a courtesy. Polley will put together a resolution and needs to know what the final name will be. **Motion** by Giallombardo, second by Schmidt to have the name as “2 Hearts Dog Park”. **Motion carried** by voice vote. Vote reflected as 4-0.

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: 20-0108

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its February 24, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Robert B. Mielke, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

February 24, 2020 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: Public Transport License - New for 1) Elliott Adams:**
Applicant has resisting/obstructing convictions in 2015, 2016, 2017, and 2018. Also has Domestic Repeater convictions twice in 2015. In total, criminal history indicates 12 criminal convictions since 2010 and most recently in 2018. .
2. **Class I Special Events: 1)** 2020 Family Fitness Fest, June 30, 2020, The 400 Block, D.C. Everest Area School District Greenheck Field House; and **2)** Wausau After Dark, Thursdays in June, July, & August, Downtown 3rd St & 400 Block, Wausau Events & Wausau River District.
3. **Class II Special Event: 1)** For the Love of Music 5k, April 25, 2020, at Timekeeper Distillery parking lot, Wausau Conservatory of Music

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: February 20, 2020

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, February 24, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, Peckham, Lawrence, and McElhaney

Others Present: Alfonso, Goede, Kremer, Kujawa, Barnes, Baeten, Barr, Mielke

Consider approval or denial of various license applications

Rasmussen stated there is one Public Transport Driver License application recommended for denial for Elliott Adams. It was noted Mr. Adams was not present to appeal.

Lawrence was concerned with the inflatable Bouncy Houses on The 400 Block for the Family Fitness Fest because they have been known to blow off the ground in a strong wind. Chief Kujawa indicated Dave DeSantis inspects for this event and if the wind is a certain miles per hour they cannot be used.

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

Consider special event application for "Wausau After Dark" and request for waiver of 9.04.025 Consumption or possession of intoxicants on streets - June 25, July 23, and August 27, 2020 (Wausau Events & Wausau River District)

Rasmussen stated this is a new event replacing Marketplace Thursdays. Along with the application comes a request to close 3rd Street for approximately three blocks for five hours in the evening. The plan is to check IDs and to wristband participants.

Rasmussen noted there was a question as to whether placement of the beer stand on 3rd Street would cause confusion between taverns and sidewalk cafes. She noted The Mint, Malarkey's, City Grill and Back When have sidewalk cafes, and Ciao may apply for one. It is a problem if people leave those seating areas with open containers or walk out of a licensed establishment with one; it will be important that there is clarity for event participants.

Deputy Chief Barnes stated Chief Bliven and Blake Opal-Wahoske of the River District had a conversation several weeks ago about this event in general. There was also a conference call this afternoon with the Chief, Blake, Madison Nowak of Wausau Events, and himself to address many of these issues. He indicated the Chief and himself were not fundamentally opposed to the idea, but the Police Department will have to work with the organizers to be able to address the concerns. There will need to be planning done by both the event planners and city departments, however, they were requesting the committee approve the concept.

Alfonso questioned if this would interfere with the valet parking downtown which was recently approved and being used by Ciao and Jalapeno's on Thursday nights. Rasmussen also questioned if it would be an issue for Metro Ride which runs until 6:00 PM and/or emergency access for the Fire Department. Deputy Barnes did not believe they would be able to shut down the intersection of 3rd and Scott Street. He stated they will do an analysis and work with Wausau Events to determine what type of staffing is necessary for pedestrian crossing if the intersections are not closed. He reiterated they believed the event was doable, but there is a lot of work that yet needs to go into the planning.

Madison Nowak, Wausau Events, stated they wanted to allow participants to travel up and down 3rd Street. She indicated they are working with Wausau River District who are encouraging the brick & mortar shops to be out on street, whereas the restaurants can still be functioning. The Wausau River District will be hosting business meetings a couple times before this happens to discuss what is allowed and not allowed in or out of the premises. She noted the valet parking is looking to participate with the event. There will be signage at all of the boundaries that alcohol cannot go beyond this point and private security has been hired as well. She stated the beer stand will be located on the city square plaza at 3rd and Scott Street. The event is running from 6:00 PM – 8:00 PM, but the application states 4:00 PM – 9:00 PM to include setup and removal. She pointed out participants cannot take the beer inside any of the brick & mortar businesses, so some of them will have booths/merchandise outside of their locations.

Motion by Peckham, second by Herbst to approve the Wausau After Dark event contingent upon coordination of efforts between, Police, Fire and DPW; and approve a waiver for consumption or possession of intoxicants on streets for the event. Motion carried 5-0.



PHS Date 02/24/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
131660	9010 - Bartender/Operator New	BEASLEY, OWEN	4008 HILLSIDE LANE WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	01/28/2020	06/30/2020	Yes	Yes	
131748	9010 - Bartender/Operator New	BEASLEY, WILLIAM	4008 HILLSIDE LN WAUSAU WI 54403		VARIOUS	02/03/2020	06/30/2020	Yes	Yes	
131635	9010 - Bartender/Operator New	FREDA, CHEYENNE	201 W THOMAS ST WAUSAU WI 54401		RSTORE #4477	01/27/2020	06/30/2020	Yes	Yes	
131777	9010 - Bartender/Operator New	HANNEY, RYAN	1412 WISCONSIN ST WAUSAU WI 54403		WHITEWATER MUSIC HALL	02/05/2020	06/30/2020	Yes	Yes	
131507	9010 - Bartender/Operator New	HOFFMANN, CADE	3103 N 7TH ST WAUSAU WI 54403		WALGREEN'S STORE #07009	01/15/2020	06/30/2020	Yes	Yes	
131897	9010 - Bartender/Operator New	JONES, TYRESE	512 1/2 HAMILTON ST WAUSAU WI 54403		KWIK TRIP #735	02/11/2020	06/30/2020	Yes	Yes	
131553	9010 - Bartender/Operator New	JUDD, KALEB	1608 N 3RD AVE APT 2 WAUSAU WI 54403		2510 RESTAURANT	01/17/2020	06/30/2020	Yes	Yes	
131796	9010 - Bartender/Operator New	KLUCK, LISA	467 LAZY BROOK WAY WAUSAU WI 54401		R'STORE	02/06/2020	06/30/2020	Yes	Yes	
132031	9010 - Bartender/Operator New	KUNZE, REBECCA	1300 N 9TH AVE, APT 1N WAUSAU WI 54401		HIAWATHA LOUNGE	02/19/2020	06/30/2020	Yes	Yes	
131501	9010 - Bartender/Operator New	LOR, TONG	323 N 2ND AVE WAUSAU WI 54401		WALGREENS #13371	01/14/2020	06/30/2020	Yes	Yes	
131598	9010 - Bartender/Operator New	OLMSTED, MADISON	1100 S 50TH AVE APT 70 WAUSAU WI 54401		WAGNER SHELL 4611	01/22/2020	06/30/2020	Yes	Yes	
131798	9010 - Bartender/Operator New	PUTNAM, CONNOR	1250 FLIETH ST WAUSAU WI 54401		JIM'S CORNER PUB	02/06/2020	06/30/2020	Yes	Yes	
131537	9010 - Bartender/Operator New	REICHE, WILL	2304 TALON LN WAUSAU WI 54403		HIAWATHA BAR & RESTAURANT	01/16/2020	06/30/2020	Yes	Yes	



PHS Date 02/24/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
131736	9010 - Bartender/Operator New	SAAD, ELIE	PO BOX 478 WAUSAU WI 54402		LA TAQUERIA	02/03/2020	06/30/2020	Yes	Yes	
131881	9010 - Bartender/Operator New	SPERRY, TARA	709 N 6TH AVE WAUSAU WI 54401		CIAO	02/10/2020	06/30/2020	Yes	Yes	
131730	9010 - Bartender/Operator New	YANG, LISA	7307 FEITH AVE SCHOFIELD WI 54476		NEWCH'S EATERY	01/31/2020	06/30/2020	Yes	Yes	
131981	9012 - Bartender/Operator 2-Yr Lapsed	SEFTON, STEPHANIE	2306 PARTNERS LN SCHOFIELD WI 54476		NOODLES & COMPANY	02/14/2020	06/30/2020	Yes	Yes	
131510	9026 - Class I	MULL, AARON	6400 ALDERSON ST SCHOFIELD WI 54476	2020 FAMILY FITNESS FEST on JUNE 30TH, 2020 Organized by D.C. EVEREST AREA SD GREENHECK FIELD HOUSE						Yes
132064	9026 - Class I	NOWAK, MADISON	316 SCOTT ST WAUSAU WI 54403	2020 WAUSAU AFTER DARK on THURSDAYS - 6/25/20, 7/23/20, 8/27/20 Organized by WAUSAU EVENTS & WAUSAU RIVER DISTRICT						Yes
132049	9027 - Class II	TRAEDER, DEBI	404 SEYMOUR ST WAUSAU WI 54403	FOR THE LOVE OF MUSIC 5K on SATURDAY, APRIL 25, 2020 Organized by DEBRA TRAEDER						Yes



PHS Date 02/24/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
131611	9069 - Temporary Class B Retailer (Picnic)	NOWINSKY, MIKE	907 GABES RD MOSINEE WI 54455		NEWMAN CATHOLIC SCHOOL				Yes	
131778	9080 - Public Transport Driver New	ADAMS, ELLIOTT	1600 BRIGGS ST STEVENS POINT WI 54481		ALL AMERICAN	02/05/2020	06/30/2020	No	No	
131530	9080 - Public Transport Driver New	HINKE, JEREMY	1312 HIGHLAND DR MERRILL WI 54452		NORTHWOODS CAB	01/16/2020	06/30/2020	Yes	Yes	
131949	9080 - Public Transport Driver New	MCCANN, SEAN	157568 E WAUSAU AVE WAUSAU WI 54403		ALL AMERICAN TAXI	02/13/2020	06/30/2020	Yes	Yes	
131587	9080 - Public Transport Driver New	MCMAHAN, ADRIAN	902 LINCOLN AVE WAUSAU WI 54403		NORTHWOODS CAB	01/22/2020	06/30/2020	Yes	Yes	
131495	9080 - Public Transport Driver New	RUTHERFORD, MATTHEW	1836 RAINBOW CT SCHOFIELD WI 54476		NORTHWOODS CAB	01/14/2020	06/30/2020	Yes	Yes	

Total Licenses

25

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

RESOLUTION OF THE FINANCE COMMITTEE

Terminating Tax Increment District Number Five

Committee Action: Approved 5-0

Fiscal Impact: Elimination of the TID 5 levy beginning in 2021 The City TID #5 - 2020 levy
was \$329,988 and the total levy of \$906,709

File Number: 97-0404

Date Introduced: March 10, 2020

RESOLUTION

WHEREAS, the City of Wausau passed a creation resolution creating Tax Incremental District Number Five on July 8, 1997 and adopted a project plan that year; and

WHEREAS, the objectives of the district were to enhance the development of industrial sites in the business park; increase employment opportunities and per capita income within the community; strengthen the economic well-being and economic diversity of the City; and

WHEREAS, the Districts obligations have been satisfied and sufficient increment has been collected

NOW THEREFORE BE IT RESOLVED that the City of Wausau Common Council does terminate Tax Increment District Number Five; and

BE IT FURTHER RESOLVED that the City of Wausau City Clerk shall notify the Wisconsin Department of Revenue, within 60 days of this resolution that the district has been terminated; and

BE IT FURTHER RESOLVED that pursuant to Section 66.1105(8) of the Wisconsin Statutes the City of Wausau proper city officials shall execute the prescribed termination forms, complete the final accounting and send final audited information to the Wisconsin Department of Revenue.

Adopted the 10th of March, 2020

Approved:

Robert B Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 25, 2020 @ 5:15 pm., Council Chambers

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

Others Present: Splinter, Bliven, Barteck, Jacobson, Mielke, Kujawa, Lindman, Rubow, Miller, Hanson, Neal

Discussion and possible action regarding terminating Tax Increment District Number 5

Rasmussen commented this is great news for Wausau taxpayers. This district was formed in the Business Campus area and was amended a few years ago to reduce the size. It is time to close TID #5 and begin to return those tax dollars to the General Fund.

Martens clarified TID #5 is the original west Business Campus, not the expansion that holds Great Lakes Cheese.

Motion by Martens, second by Lawrence to proceed with closing Tax Increment District Number 5. Motion carried 5-0.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 101 North 72nd Avenue from PUD, Planned Unit Development to DR-8, Duplex Residential-8 Zoning District.

Committee Action: Approved 5-1

Fiscal Impact: None

File Number: 20-0305

Date Introduced: March 10, 2020

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

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

1)Section 30, Township 29 North, Range 7 East FRL North ½, Southwest ¼, Except Certified Survey Map Volume 11, Page 14 (#2844), Except that Point In the Town of Stettin, MORE COMMONLY KNOWN AS 101 NORTH 72ND AVENUE

now comprising a part of PUD, Planned Unit Development according to the Zoning Ordinance of the City of Wausau is hereby rezoned to DR-8, Duplex Residential-8 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:

Robert B. Mielke, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, February 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Robert Mielke, Eric Lindman, Gary Gisselman, Patrick Peckham, Ron Zahrt, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, Melissa Engen, Jim Schaefer

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 101 North 72nd Avenue from PUD, Planned Unit Development to DR-8, Duplex Residential-8 Zoning District.

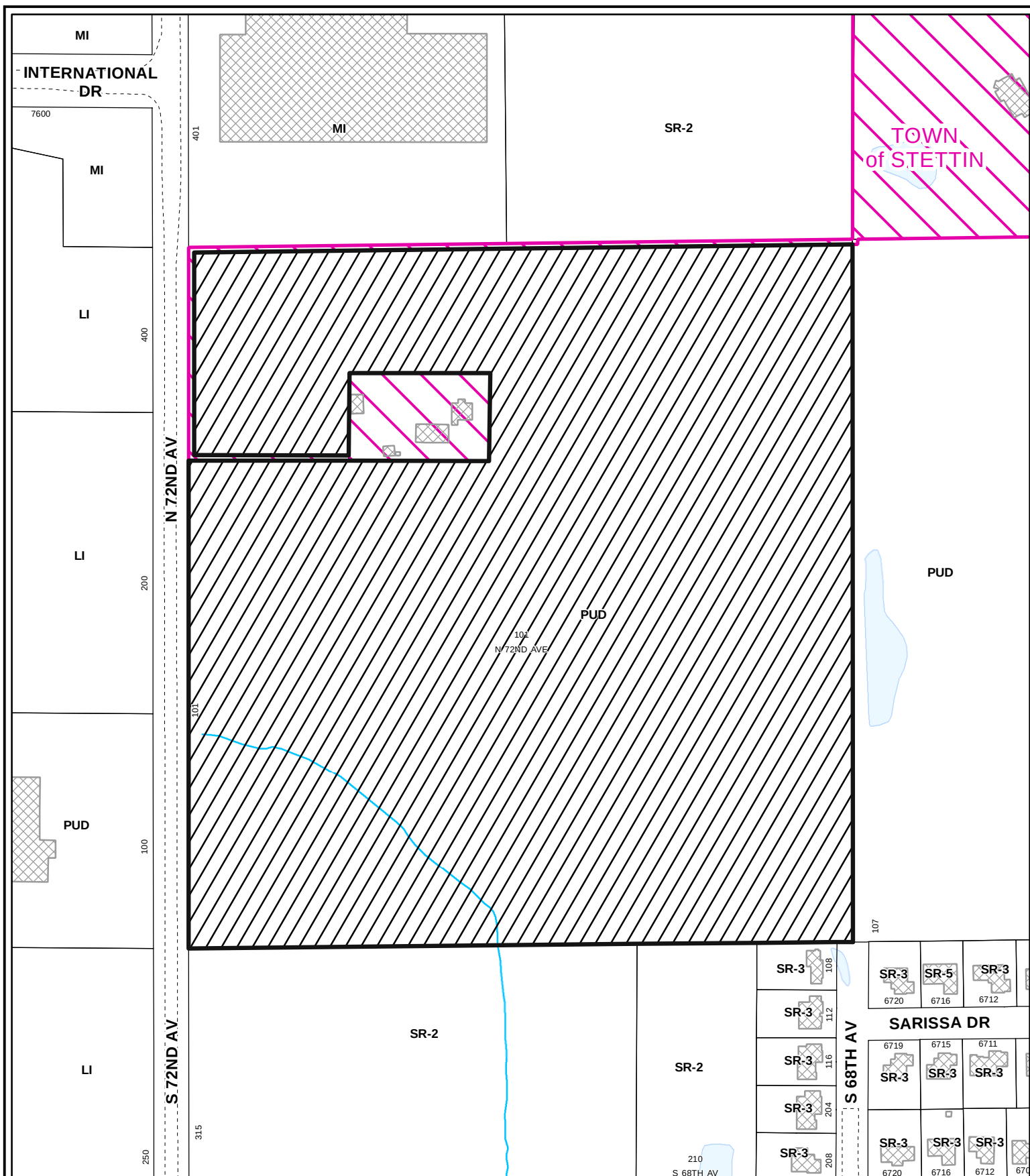
Schaefer asked what the rear setback would be for the DR-8 zoning district. Lenz answered that it is a minimum of 30 feet. Schaefer added that he is concerned about the wetlands for this parcel also.

Mayor Mielke closed the public hearing.

Lenz said that the western parcel will be for duplexes. The original plan was for multi-family. This property has quite a bit of wetlands and less than half of the lot is developable. Staff recommends approval.

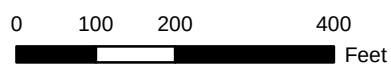
Mayor Mielke said that he has concerns with water in the area.

Peckham motioned to rezone 101 North 72nd Avenue from PUD, Planned Unit Development to DR-8, Duplex Residential-8 Zoning District. Brueggeman seconded, and the motion carried 5-1. Mayor Mielke voted against this item. It will go to Common Council on March 10, 2020.



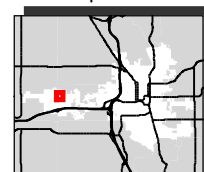
Map Date: February 6, 2020

City of Wausau Marathon County Wisconsin



- Area of Interest
- Building

Map Location



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 107 South 68th Avenue from PUD, Planned Unit Development to SR-5, Single Family Residential-5 Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-0306

Date Introduced: March 10, 2020

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

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

Section 30, Township 29 North, Range 7 East, Northwest ¼, Southeast ¼, Including Part of Southeast ¼, Northeast ¼ - Outlet 1 Certified Survey Map Volume 36, Page 18 (#9015 – Document #1071986), MORE COMMONLY KNOWN AS 107 SOUTH 68TH AVENUE

now comprising a part of PUD, Planned Unit Development according to the Zoning Ordinance of the City of Wausau is hereby rezoned to SR-5, Single Family Residential-5 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:

Robert B. Mielke, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, February 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Robert Mielke, Eric Lindman, Gary Gisselman, Patrick Peckham, Ron Zahrt, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, Melissa Engen, Jim Schaefer

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 107 South 68th Avenue from PUD, Planned Unit Development to SR-5, Single Family Residential-5 Zoning District.

Jim Schaefer, 6205 Stettin Drive, said that the property is south of his property and asked if neighbors will have a buffer like was requested previously. Lenz answered that the existing district is PUD, which was previously UDD under the old zoning code. In that type of district, Common Council has specific control over the site plan. Schaefer asked if there will still be a buffer area. Lenz answered that this would change the property to residential for the 40-acre parcel and a subdivision plat will need to be approved in order to layout the streets and lots. Schaefer said that he is not against development, but that there is a lot of water. There will be a lot of retention ponds needed. Lenz said that with the subdivision plat, the items will be discussed through Capital Improvements and Street Maintenance Committee, Plan Commission and Common Council. Schaefer asked that he be notified for these meetings. Mayor Mielke confirmed.

Mayor Mielke closed the public hearing.

Lenz said that this item is to rezone the east parcel to single family. Planned unit development zoning was sought by the previous developer because of the multi-family buildings. The requested district is one of the strictest zoning districts in the city. The subdivision plat will lay out the streets, lots, and park that will be proposed. Lenz said the criteria in the zoning code is similar to the previous code and is noted in the staff report. Staff recommends approval.

Mayor Mielke said that he is concerned with water issues and asked how it will be addressed. Lindman said that the stormwater plan will go through the DNR and city for review. Part of the subdivision plat will show the placement of ponds, sanitary and water. The preliminary plat was reviewed by staff and comments were made. This item will not go to committee until staff is pleased with the plan.

Peckham asked if a buffer could be requested. Lenz said that the zoning district setbacks would apply. Peckham asked if it would bind the city to a buffer. Lenz said the lots will have private ownership and the Parks Committee did not want a buffer around the outside due to maintenance.

Brueggeman motioned to rezone 107 South 68th Avenue from PUD, Planned Unit Development to SR-5, Single Family Residential-5 Zoning District. Zahrt seconded

Peckham asked if the corridor on the northeast corner is a separate issue. Lenz said that it would be rezoned as part of the lot, but there isn't a specific plan for improving it. Gisselman asked if the strip is city-owned property or part of the parcel. Lenz said that it is part of the parcel and that it could be part of a trail in the future.

The motion carried unanimously 6-0. This item will go to Common Council on March 10, 2020.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: February 7, 2020

GENERAL INFORMATION

APPLICANT: Blenker Developments
LOCATION: 107 N. 68th Avenue and
101 N. 72nd Avenue
EXISTING ZONING: PUD, Planned Unit Development
REQUESTED ZONING: SR-5, Single-Family Residential – 5 Zoning District, and
DR-8, Duplex Residential – 8 Zoning District
PURPOSE: To allow for single-family homes and duplexes in a future
residential subdivision.
EXISTING LAND USE: Vacant
SIZE OF PARCELS: Approximately 80 acres total

BACKGROUND

The proposed zoning map amendment consists of two large parcels (approximately 40 acres each). The petitioners are looking to rezone both parcels for a planned residential subdivision with single-family homes on the eastern parcel (107 N. 68th Ave.) and duplexes on the west (107 N. 72nd Ave.).

Previous plans for the area showed higher-density residential use, including some buildings with 16 units each.

In addition to amending the zoning from the previous Planned Unit Development, the current developer would need approval of a subdivision plat (preliminary and final plats) as well as a developer agreement. Most details of the future development (including wetland delineation,

stormwater management, parkland dedication, street standards, etc.) would be worked out in those later steps. The current action for Plan Commission is to determine whether the parcels would be suitable for the proposed zoning classifications, thereby allowing the uses permitted in the districts (in particular, single and two-family residences).

STAFF COMMENTS

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

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

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

Staff comments to the above criteria are as follows:

1. Section 23.01.03 of the code pertains to protecting the health, safety, morals, comfort, convenience, and general welfare of the public. The proposed amendment is not anticipated to negatively impact the public as the proposed zoning districts are similar to neighboring zoning districts, all of which are among the most restrictive zoning classes in the city.
2. The comprehensive plan encourages a variety of housing types throughout the city. The proposed zoning amendment would allow a mix of housing types, diversifying (slightly) the housing types in the immediate area. The proposal does not appear to conflict with other elements of the comprehensive plan.
3. East of 72nd Ave, land uses transition to residential from the commercial and industrial uses of the Business Campus. Parcels immediately adjacent to the subject parcels are used residentially, at varying degrees of density. The intensity of land use permitted by the proposed zoning change would not be out of character with the zoning of the wider area and would maintain a similar pattern of development.
4. The zoning map amendment is being proposed by a potential developer of the land, rather than a need to “correct” the existing zoning map based on any of the factors 4a – 4d above.



RESOLUTION OF THE SUSTAINABILITY, ENERGY & ENVIRONMENT COMMITTEE

Approving participation in the Wisconsin DNR Green Tier Legacy Community Program

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0304

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Wisconsin Department of Natural Resources in partnership with the League of Wisconsin Municipalities, 1,000 Friends of Wisconsin, Wisconsin Energy Conservation Corp, Center on Wisconsin Strategy, Wisconsin Counties Association and the communities of Appleton, Ashland, Bayfield County, Bayfield, Bayside, De Pere, Eau Claire, Eau Claire County, Egg Harbor, Ephraim, Fitchburg, Gibraltar, Green Bay, Janesville, La Crosse, La Crosse County, Middleton, Monona, New Richmond, Oshkosh, Port Washington, Racine, Sheboygan, St. Croix County, Stevens Point, Wauwatosa, Weston, and Wisconsin Rapids have created a Green Tier Charter For Legacy Communities with goals:

1. To assist municipalities in achieving superior environmental performance in one or both of the following two areas: (1) water resource management; (2) sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress;
2. To improve the quality of life and economic vitality of communities;
3. To help municipalities and the Wisconsin Department of Natural Resources address wastewater, stormwater, drinking water, wetlands and other water issues in a holistic, watershed-based manner;
4. To assist municipalities in preparing, implementing, and improving an overall watershed plan(s) that integrates the municipality's full range of water resources issues;

5. To assist municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment;
6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, greenhouse gas reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water;
7. To realize taxpayer savings through reduced municipal expenditures on motor vehicles fuels and energy resulting from efficient development patterns;
8. To help municipalities comply with various water regulations in a more efficient, cost effective and flexible manner;
9. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law; and

WHEREAS, the City of Wausau was invited to join in this voluntary program and believes participation will further enhance our City's current commitments to sustainability; and

WHEREAS, the City will benefit from such a partnership with the Green Tier Legacy Communities Program by receiving positive recognition, gaining access to a DNR staff liaison and their resource team, receiving prioritization in applying for certain grants and streamlining certain DNR permitting processes; and

WHEREAS, the City of Wausau Sustainability, Energy and Environment Committee wishes to join the Green Tier Legacy Community Charter to provide a framework for advancing sustainability in Wausau; and

WHEREAS, by adopting this resolution the City agrees to sign and adhere to the Green Tier Charter for Legacy Communities. We will participate in the quarterly meetings, networks and share information with our public and the communities in the program, and provide an annual report noting the progress in our goals, baselines and sustainability plans.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau declares itself a signatory to the Green Tier Charter for Legacy Communities and authorizes the proper city officials to execute the necessary documents on behalf of the Common Council.

BE IT FURTHER RESOLVED that city staff are directed to assist with meeting the Charter goals and to submit an annual report to the Organizational Signatories.

BE IT FURTHER RESOLVED that upon adoption, the city clerk is hereby directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities Green Tier Steering Committee.

Approved:

Robert B. Mielke, Mayor

CITY OF WAUSAU SUSTAINABILITY, ENERGY AND ENVIRONMENT COMMITTEE

Time and Date: The Sustainability, Energy and Environment Committee met on Wednesday, January 22, 2020 at 4:00 p.m. in the Maple Room of Wausau City Hall.

Members Present: Mary Kluz, Paul Zouski, Ralph Fischer, Paul Kage

Members Absent: Claire Meney, Patrick Peckham, Benjamin Lee

Others Present:

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

Discussion and possible action on Green Tier Legacy Community Charter

Sippel overviewed a draft resolution to join the Green Tier Legacy Community program that could be forwarded to council.

Motion by Kage/Fischer to recommend the resolution to join the Green Tier Legacy Community Charter to the Common Council. Motion carried unanimously.



Memorandum

From: Brad Sippel, Assistant Planner
To: Common Council
Date: March 2, 2020
Re: Joining the Green Tier Legacy Community Charter

Purpose:

To pass a resolution stating the City of Wausau intends to join the Wisconsin DNR Green Tier Legacy Community Charter for sustainability practices.

Background:

The Green Tier-Legacy Communities is a network focused on advancing sustainable practices. The mission of the Charter is to assist municipalities to move faster and to go further with their sustainability goals. Members work together to share information and work towards sustainable practices. The network allows for collaborating amongst communities where best management practices and new techniques are shared. The network also allows for some friendly competition where communities challenge themselves to become even greater environmental stewards.

The Wausau Sustainability, Energy and Environment Committee (SEEC) views the Green Tier Legacy Community Charter as a framework for improving sustainability in Wausau and to fulfill its mission to advise the Common Council on the development of policies, programs, and decisions that affect the relationship between the City and the environment. The SEEC has discussed the Green Tier program at several of their meetings and decided to move forward with the resolution at the January 2020 meeting. The SEEC saw joining the Charter as a way to avoid reinventing the wheel and learn from the successes and actions of other communities. Staff has been in frequent communication with the DNR staff that coordinates the Green Tier program to answer questions about joining the program and what we could expect after we join.

The Charter is flexible in that the City can choose which of the strategies best aligns with our goals, and focus on those strategies, or propose new strategies to meet our sustainability goals. Many of sustainability strategies listed in the attached spreadsheet are already being implemented by the City, and the framework provided by the Charter will assist the City in establishing a baseline and goal-setting going forward. Participation in the Charter also benefits

the City by providing additional points on some grants and by providing a network of other communities in Wisconsin to learn from and share resources with. There are already over a dozen communities participating in the Charter, including several communities in Central Wisconsin.

Impact:

Joining the Charter commits the City to doing a baseline assessment, implementing sustainability strategies, participating in coordinating calls and meetings with other Green Tier Charter communities to share successes and resources, and submitting annual reports. Brad Sippel plans to serve as the primary staff person for the Charter commitments, but implementation will require other staff participation as well.

Joining the Charter provides the City with the resources of other communities working towards similar goals, a single point of contact and technical assistance from the Wisconsin DNR, access to non-governmental organization resources, and favorable scoring on some grants.

The attached resolution is the next step for the City to take to join the Charter. The first step after joining the Charter will be to do a baseline assessment using the Sustainability Strategies Scoresheet. This assessment will inform the SEEC and the Council of our progress and provide direction to develop goals to improve sustainability in Wausau.

Recommendation:

Staff recommends adopting the resolution to join the Charter.

Cc: Mayor

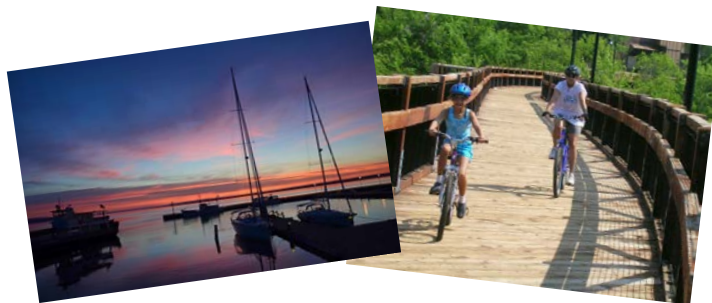
Green Tier Legacy Communities

"Helping Wisconsin communities & counties move faster and further towards their sustainability goals"

Legacy Communities are Wisconsin local government leaders preparing for the future and building sustainable and resilient communities. The Green Tier Legacy Communities (GTLC) network advances sustainable, efficient practices to stretch local government resources.

Benefits

- Additional point considerations for select state grants;
- Notification of and opportunity for joint grant applications;
- Peer-to-peer learning and resource sharing;
- An assigned DNR liaison;
- Access to the 'Sustainable Strategies' webinar series;
- Regional collaboration opportunities;
- Use of the Green Tier logo and statewide recognition; and,
- Free technical support from subject matter experts.



How to Participate

- Adopt a Resolution expressing intent to join GTLC.
- Complete the Sustainability Strategies Scoresheet baseline assessment.
- Engage! Actively participate in members' meetings, contribute to work group efforts, and share your experiences and knowledge.
- Submit an Annual Report - share your community's sustainability efforts and set a path for continuous improvement.



Current as of: 01/27/20

Green Tier Legacy Communities	
Counties	Monona
Bayfield Co	New Richmond
Eau Claire Co	Oshkosh
La Crosse Co	Port Washington
St Croix Co	Racine
Cities	Sheboygan
Appleton	Stevens Point
Ashland	Wisconsin Rapids
Bayfield	Wauwatosa
De Pere	Villages
Eau Claire	Bayside
Fitchburg	Egg Harbor
Green Bay	Ephraim
Janesville	Weston
La Crosse	Towns
Middleton	Gibraltar



Laurel Sukup
Chief, Sustainability and Business Support
Laurel.Sukup@Wisconsin.Gov



<https://dnr.wi.gov> - keyword 'Green Tier Legacy Communities'



Join Wisconsin's Most Innovative Counties and Municipalities

The Green Tier-Legacy Communities is a network focused on advancing sustainable practices. The mission of the Charter is to assist municipalities to move faster and to go further with their sustainability goals. Members work together to share information and work towards sustainable practices. The network allows for collaborating amongst communities where best management practices and new techniques are shared. The network also allows for some friendly competition where communities challenge themselves to become even greater environmental stewards.

Membership:

Since the Charter was first developed in 2010, membership has grown to include many of Wisconsin's most innovative communities and counties. Members include:

- Cities: Appleton, Ashland, Bayfield, Eau Claire, Fitchburg, La Crosse, Monona, Middleton, New Richmond, Oshkosh, Port Washington, Sheboygan, Stevens Point, Racine, Wauwatosa and Wisconsin Rapids;
- Villages: Bayside, Egg Harbor, Ephraim and Weston;
- Counties: Bayfield, Eau Claire, La Crosse and St. Croix County;
- The Wisconsin Counties Association;
- 1000 Friends of Wisconsin;
- The League of Wisconsin Municipalities;
- Municipal Environmental Group – Wastewater;
- Center on Wisconsin Strategy; and
- Slipstream;

Benefits:

Benefits of membership include access to NGO resources, a single point of contact within the DNR along with agency technical assistance, networking opportunities with municipalities and counties across the state, access to the monthly Sustainable Strategies Webinar Series for Municipal Professionals, use of the Green Tier Logo for promotional use, and additional points on grants¹. Here are some examples:

- Acknowledgement on certain Urban Forestry (UF) grants ranking process. Appendix E, page 26, table 3 describes the ranking criteria in the UF Grant application guide (<http://dnr.wi.gov/topic/UrbanForests/grants/documents/RegularGrantAppGuide.pdf>)
- Bonus points for members in the Urban Nonpoint Source & Storm Water Management grant evaluation process. (applicant must affirmatively answer question 6 (proposed project implements a water quality recommendation from a locally approved resource management plan) <http://dnr.wi.gov/files/PDF/forms/8700/8700-299.pdf?p=q>
- Additional points awarded from the Wisconsin State Energy Office on the Municipal Energy Efficiency Technical Assistance Program (MEETAP) grants process. <http://www.stateenergyoffice.wi.gov/section.asp?linkid=1844&locid=160>

ⁱ Not all members will be eligible for all incentives

Requirements:

There are a few steps that a municipality or county need to do to join Legacy Communities. Those steps include:

- Resolution with their city council or county board expressing intent to become a Legacy Community;
- Develop a baseline assessment, using the Green Tier Legacy Communities Charter's Best Management Practices (Appendix 3 Sustainability Strategies Matrix);
- Actively participate in members meetings and share experiences;
- Commit to submitting an annual report to document accomplishments, hurdles and address future goals. To see examples please go to:

<http://greentiercommunities.org/links/non-profit-annual-reports/>



Legacy Community Representatives on a Tour of Ashland

Governance:

Governance decisions and direction are set by all of the Charter participants where each signator is given an equal vote. Governance of the Charter is directed through Member's Meetings. These meetings are rotated around the state; hosted by participating Legacy Communities.

Current Activities:

Per our member's direction, task forces have been created to focus on specific issues, strategies and opportunities. Current topics include:

- Healthy Communities – Holistically addresses the health of communities by looking at factors like city planning, infrastructure, food accessibility, resource allocation and building/leveraging relations with health care providers.
- Energy – Working to better benchmark energy use, promote Property Assessed Clean Energy Financing projects (www.pacewi.org), prioritize investments, promote efficient but low-cost strategies and develop guidance to incorporate sustainable practices into capital investments.

The Green Tier Legacy Communities Charter provides opportunities for face-to-face engagement, technical sessions and resource sharing; municipalities and counties work to foster superior environmental performance – and maybe a few bragging rights. For more information on the Green Tier Legacy Communities, please contact Will Erikson, at 608-267-3763 or by email at

William.Erikson@Wisconsin.Gov

The links to the Legacy Communities Charter websites below contain more details:

<http://dnr.wi.gov/topic/greentier/participants/legacycommunities.html>

&

<http://greentiercommunities.org/>



LEGACY COMMUNITIES GREEN TIER CHARTER
(Authorized December 1, 2010, Last Revision Approved – February 29, 2016)

This Charter is entered into by the WI Department of Natural Resources (DNR) and 1000 Friends of Wisconsin (1000 Friends), League of WI Municipalities (League), WI Energy Conservation Corp (WECC), Municipal Environmental Group Wastewater Division (MEG), Center On WI Strategy (COWS), other non-governmental organizations, other state agencies and organizations in institutions of higher education that elect to participate in this Charter, and individual municipalities and counties that elect to participate in this Charter (initial municipalities are: Cities of Appleton, Fitchburg, Bayfield, Middleton, and Village of Weston). All these organizations are collectively referred to as “Members”. Members that are non-governmental organizations, state agencies other than the DNR or organizations in institutions of higher education are collectively referred to as “Charter Collaborators”.

Introduction

A. The Charter Collaborators are prepared to work with the DNR, municipalities and counties to accomplish the goals of this Charter.

B. The Members have established goals for this Charter. Together, key issues center on a wide range of sustainability practices available to municipalities and counties, and municipal water resource management. Such a precedent lends support to the Green Tier Charter concept of better relations between state and local governments, non-governmental organizations, and institutions of higher education to achieve common goals that focus on achieving superior environmental performance.

I. Purpose

The purpose of this Charter is to establish an agreement pursuant to Wis. Stat. §§ 299.83(7e) and 66.0301 by which municipalities take actions and share information to achieve superior environmental performance with regard to one or both of the following areas: (1) water resources management; and/or (2) sustainability practices.

The term ‘sustainability’ means local governments addressing the needs of the present while not compromising the ability of future generations to address their needs. It encompasses a broad framework of interrelated issues that includes environmental stewardship, economic growth, public health and social equity. Sustainability practices could include reducing greenhouse gas emissions, reducing municipal and county energy use, and developing and implementing a transportation system that reduces total vehicle miles traveled, increasing access to local foods, and supporting local business development.

Policies in this Charter are intended to be consistent with and complimentary to a Member Municipality's and County's Comprehensive Plan.

Participating municipalities will select either water resources management or sustainability practices, or both, but are not required to pursue both components. Counties may select to participate in the Sustainability Component but are currently not anticipated to join the Water Resources Component.

The Charter will achieve superior environmental performance in the following ways:

(1) Municipalities subscribing to the water resources pilot component of this charter will achieve superior environmental performance by addressing wastewater, stormwater, drinking water, wetlands, and other water issues in a holistic, watershed-based manner. This may include some or all of the following elements:

- ◆ Wastewater management, including treatment plant compliance, collection system maintenance and long term sanitary sewer service area planning.
- ◆ Stormwater management including stormwater quality controls, stormwater quantity and floodplain management, and integration with DNR permitting.
- ◆ Integration of rural water management issues, including agricultural drainage ditch issues and agricultural nonpoint runoff into urban lands within the watershed.
- ◆ Navigable waters (Chapter 30, Wis Stats), wetlands, shoreland, floodplains management including associated habitat issues.
- ◆ Groundwater management issues including management of groundwater quality, groundwater quantity and regional recharge issues.
- ◆ Public water supply issues including drinking water quality and water conservation and compliance with Safe Drinking Water Act provisions
- ◆ Water budget issues, including the overall evaluation of water quantity and quality entering and leaving the watershed considering ground and surface water.

(2) Municipalities or counties subscribing to the sustainability component of this Charter will initially focus on improving a municipality's or county's impact on the environment by using the strategy options listed in Appendix 3 to develop a Sustainability Implementation and Monitoring Plan. Such an implementation plan may include some or all of the following elements:

- ◆ 'Build and Buy Green' strategies and programs.
- ◆ Strategies to promote environmental stewardship in the private sector.
- ◆ Transportation policies and actions that increase pedestrians, bicyclists, transit passengers as a primary mode of transportation, and that are designed to reduce public per-capita vehicle miles traveled (VMT) and greenhouse gas emissions.
- ◆ Land use policies and actions that seek to identify, cleanup and redevelop brownfield sites, promote street connectivity and mixed-use development, and protect natural resources.
- ◆ Environmental stewardship, energy efficiency, waste and materials management policies and the use of renewable fuels to reduce total energy consumption throughout the community.

- ◆ Local government practices that encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal or county facilities, services, and vehicle fleets.
- ◆ Encourage residents and businesses to adopt sustainable practices.

(3) All municipal and county Members will share information, resources, technology, and environmental success stories with one another on a regular basis.

II. Background

1. Wisconsin's Green Tier Program, established by Wis. Stat. § 299.83, authorizes the Wisconsin Department of Natural Resources (DNR) to issue an environmental results charter to an association of public or private entities to assist those entities in achieving superior environmental performance and to assist those entities in participating in Tier 1 or Tier 2 of the Green Tier Program.

2. Many local governments in Wisconsin have embraced sustainability initiatives, as a means to reduce a community's overall environmental impact and improve quality of life.

3. In light of these varied initiatives aimed at reducing environmental impact, a mechanism is needed to facilitate action by local units of government to scale best practices across the state, in a manner that realizes the economic benefits of such action and provides municipalities and counties with recognition for their efforts.

4. Addressing water issues on a holistic basis will result in more efficient use of both local and state staff and resources, decrease municipal and county costs, and improve water quality within the watershed.

III. Goals of the Charter

The Goals of this Charter are:

1. To assist municipalities and counties in achieving superior environmental performance in sustainability, health and social equity; and to recognize their efforts and progress.
2. To assist municipalities in achieving superior environmental performance in water resources.
3. To improve the quality of life and economic vitality of communities.
4. To help municipalities and the Wisconsin Department of Natural Resources address wastewater, stormwater, drinking water, wetlands, and other water issues in a

holistic, integrated, watershed-based manner.

5. To assist municipalities and counties in preparing, implementing and improving over time a sustainability plan that reduces a municipality's and county's impact on the environment.
6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, greenhouse gas reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water.
7. To realize taxpayer savings through reduced municipal and county expenditures on motor vehicle fuels and energy resulting from efficient development patterns.
8. To help municipalities comply with various water regulations in a more efficient, cost effective and flexible manner.
10. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law.

IV. Timeframe of Charter

1. Effective Date. This Charter will become effective when signed by DNR, 1000 Friends, the League, MEG-Wastewater, WECC, COWS, and the first municipality to subscribe to the Charter. New Members may be added to the charter pursuant to the process outlined in Appendix I.

2. Duration of Charter. This Charter will remain in effect unless terminated as described below:

- (A) The Charter may be terminated as a whole either by the DNR, or by a majority of the Members of this Charter after 90 days of written notice of termination.
- (B) Any individual Member may withdraw themselves from the Charter after 90 days of written notice to each of the other Members.

V. Responsibilities of Members

1. The Wisconsin Department of Natural Resources agrees to:

- (A) Convene an ad hoc "Resource Team" of agency experts to serve as a resource for Members. Staff from the DNR programs represented on the Resource Team shall assist municipal and county Members as per Wis. Stats. §299.83 (4m)(e).

- (B) Explore and facilitate access to state and federal funding, and the means to prioritize applications for DNR funding on behalf of Members to further the goals of this Charter.
- (C) Provide access to senior DNR officials so that barriers to sustainable practices may be identified and removed.
- (D) Facilitate interagency cooperation.
- (E) Provide recognition no less than annually of the participation of municipal and county Members and their accomplishments.
- (F) Undertake the additional responsibilities as specified in Appendices to this Charter.
- (G) Provide a single point of contact on DNR programs and regulations for municipal and county Members.

2. Charter Collaborators agree to:

- (A) Promote and solicit Members to the Charter.
- (B) Annually assess the impact and effectiveness of the Charter and report annually to the department on the activities that have been engaged in under the Charter. This annual report shall be submitted to the DNR by March 31st for the preceding year.
- (C) Assist with establishing Charter member communication between Members and the DNR.
- (D) Assist in exploring and alerting municipalities and counties to funding opportunities available to communities for implementing Charter activities
- (E) Assist in drafting future appendices and policies.
- (F) Provide technical assistance to the municipal and county Members to achieve their goals under this Charter.

3. Municipal and county Members agree to:

- (A) Implement the purposes of this Charter by developing a Sustainability Implementation and Monitoring Plan.
- (B) Municipalities implement the Water Resources Plan as set forth in Appendix 2, that specify the goals, policies, and actions the municipality has set for the Charter.

- (C) Engage the public and other affected stakeholders in implementing the goals and measuring the progress of their Charter commitments, including but not limited to a web site available to the public that specifies the goals that the municipality or county has set for the Charter, and its policies and action that demonstrate the progress made in meeting those goals.
- (D) Identify and act upon local environmental priorities consistent with this Charter, while striving in good faith to achieve each of the Charter's goals.
- (E) Share information, technologies, and strategies used to advance the Charter's goals with the other Members.
- (F) Annually report to the other Members the progress made in achieving the goals to improve the overall Sustainability Implementation and Monitoring Plan and /or Water Resources Plan (see A. above).

VI. Governance Provisions

Implementation of this Charter will be coordinated and overseen by the Members. Each Member shall have 1 vote.

The Members may appoint an Executive Committee to coordinate meetings and initiatives under the Charter and to perform any other duty or responsibility specified by the Members.

VII. General Provisions

A. APPLICABLE LAW AND EFFECT OF CHARTER.

Wisconsin law governs this Charter. Nothing in this Charter is intended to be contradictory to or inconsistent with applicable Federal, State and Local laws, ordinances, regulations, or environmental standards in effect during the period of this Charter. This Charter does not bind the State Legislature and their actions affecting the Wisconsin Department of Natural Resources.

B. SEVERABILITY.

All covenants, terms and conditions contained herein are severable, and in the event any competent court or agency shall hold any of them invalid, this Charter shall be interpreted as if such invalid covenants, terms or conditions were not contained herein. However, each Member shall have the right to terminate its participation in this Charter following the severing of any portion of this Charter.

C. AMENDMENT.

This Charter may be amended only in writing by agreement of the DNR and other Members. Any amendment shall be consistent with and in furtherance of the

objectives, terms, and conditions of this Charter. If an Amendment will increase the number or scope of provisions in this Charter, or materially alter the level and type of environmental performance, then the Wisconsin Department of Natural Resources shall provide an additional public notice and may provide an additional public information meeting as required by law.

D. REMOVAL OF MEMBER.

If any Member fails to fulfill their obligations under this Charter in a timely or proper manner, or violates any of its provisions, the violating Member may be removed from the Charter by agreement of both the DNR and the other Members. The violating Member must be given thirty (30) days written notice of removal, specifying the alleged violations, and the effective date of the removal of the violating Member. If the violating Member cures their violation within the thirty (30) days, it shall not be removed from the Charter.

E. RESIGNATION OF MEMBER.

Any Member may resign from the Charter pursuant to section V. 2. (C).

F. TECHNICAL CONTACT.

Each Member to this Charter shall provide, in writing to every other Member, the name and contact information for an individual who will serve as the contact for purposes of this Charter. The contact shall serve as the primary contact person for all negotiations, agreements, and conflicts that may arise under this Charter and the Members agree to communicate and work through these contacts to the fullest extent practicable. If the contact changes for a Member, that Member will notify all other Members of the change and identify the new contact as soon as possible, preferably within 5 business days.

G. DISPUTE RESOLUTION.

The DNR and other Members will function as arbitrators for dispute resolution among the technical staff of all Members.

VIII. Warranty of Authority

Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the Member for which they sign.

IX. Signatures

Warranty of Authority. Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the Member for which they sign.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By/s/ _____
Matthew J. Frank, Secretary

1000 FRIENDS OF WISCONSIN

By/s/ _____
Steve Hiniker, Executive Director

LEAGUE OF WI MUNICIPALITIES

By/s/ _____
Dan Thompson, Director

MUNICIPAL ENVIRONMENTAL GROUP WASTEWATER DIVISION

By/s/ _____
Wally Thom, President

CENTER ON WISCONSIN STRATEGY

By/s/ _____
Joel Rogers, Director

Darrell Bazzell, Vice Chancellor for
Administration University of WI.

WI ENERGY CONSERVATION CORPORATION

By/s/ _____
Mary Schlaefel, Executive Director

Warranty of Authority. Each of the persons signing below represents and warrants that they have the authority to execute this Charter on behalf of the Member for which they sign.

CITY OF MIDDLETON

By/s/ _____
Sonnentag, Mayor

Kurt
City Clerk

CITY OF BAYFIELD

By/s/ _____
MacDonald, Mayor

Larry
City Clerk

CITY OF FITCHBURG

By/s/ _____
Allen, Mayor

Jay
City Clerk

CITY OF APPLETON

By/s/ _____
Hanna, Mayor

Tim
City Clerk

VILLAGE OF WESTON

By/s/ _____
Schuster, President

Fred
Village Clerk

APPENDIX I - NEW MEMBERS TO THE CHARTER

It is the intention that this Charter be structured to allow for expansion of new Members consistent with the Environmental Results Program under s. 299.83, Stats.; except that the water resources component shall be a pilot program limited to no more than 2 or 3 of the original Members and for a period of three years unless extended following pilot review.

1. Review Prior to Adding New Members

The review of the water resources component shall include review by the Water Division Administrator and Bureau Directors within the Division in accordance with the pilot evaluation criteria in Appendix 2, and they shall make a recommendation to the Secretary on whether the pilot should be expanded, modified, or discontinued. The Secretary shall determine whether new Participants can be added to the water resources component of the charter or whether the charter should be modified prior to the addition of new Participants.

2. Procedure for Adding New Members.

All potential new Participants will complete a Wisconsin Department of Natural Resources approved application prior to requesting to become a Member to the Charter. A new Charter

Member will indicate at the time of application which of the available components they will pursue. New Members will be considered as follows:

- A. A party wishing to become a Member will submit a completed application requesting consideration to the DNR and the other Members. The application will commit the party to meeting the requirements of the Charter and applicable appendices and will provide the following:
 - 1) if the party is a municipality or county, a schedule for implementing its program so as to catch-up with the work schedules of the original municipal or county Members,
 - 2) a commitment to assign the resources necessary to participate in the Charter, and
 - 3) the identity of a technical point of contact and a contact person intended to serve as the new Member's representative.
- B. In reviewing the request, the DNR and the other Members will evaluate the party's ability to meet the requirements of the Charter. Subject to the provisions of paragraph 1, the DNR and the other Members may add additional requirements to a potential new Member as they deem appropriate.

APPENDIX 2 – WATER RESOURCES PILOT PROGRAM COMPONENT

The purpose of the Water Resources Pilot Program of the Legacy Community is to evaluate ways in which municipalities can achieve superior environmental performance by addressing water issues in a holistic manner and in a collaborative relationship with the Department of Natural Resources. The proposal set forth below is a pilot for a possible statewide program that will be subject to evaluation as set forth in Appendix 1, before expanded.

I. Obligations of Municipal Participants

The goal of the Water Resources Pilot Program is to reward and incentivize municipalities to evaluate water resource issues in their community on a holistic basis and develop cooperative water resource management arrangements with the DNR.

- A. Eligibility requirements. To be eligible to participate in the Water Resources Component of the Legacy Community Charter, a municipality must undertake the following:
 - (1) Agree to prepare a plan addressing water resources in its community through the use of the Water Star evaluation available at <http://www.waterstarwisconsin.org>. If using the Water Star evaluation, a municipality shall achieve at least a "bronze" status to be eligible to participate in the Legacy Community Charter and
 - (2) Identify one or more projects involving multiple water resource issues and develop an integrated plan that incorporates project components and watershed benefits not otherwise required by project permits and

approvals.

B. Water Resources Plan

- (1) If a community chooses to develop a water resources plan, they should integrate the municipality's full range of water resource issues. The plan shall identify community goals and priorities for improving water resources within the municipality. The following components should be addressed to the extent practicable:
 - ◆ Wastewater management, including treatment plant compliance, collection system maintenance and long term sewer service area planning.
 - ◆ Stormwater management including stormwater quality controls, stormwater quantity and floodplain management, and integration with DNR permitting.
 - ◆ Integration of rural water management issues, including agricultural drainage ditch issues and agricultural nonpoint runoff into urban lands within the watershed.
 - ◆ Navigable waters (chapter 30), wetlands, shoreland and floodplains management including associated habitat issues.
 - ◆ Groundwater management issues including management of groundwater quality, groundwater quantity and regional recharge issues.
 - ◆ Public water supply issues including drinking water quality, water conservation and compliance with Safe Drinking Water act provisions
 - ◆ Water budget issues, including the overall evaluation of water quantity and quality entering and leaving the watershed considering ground and surface water issues.
- (2) Water Resources outside the Municipality. In evaluating the water resource issues and projects within the community, the municipality shall also identify areas in which water resource issues within its watershed involve water resource issues outside of its boundaries, and potential opportunities for inter-governmental approaches to address such issues.
- (3) Plan Preparation. In developing a plan, municipalities should utilize existing water related planning documents and consult with the DNR and any County or regional planning agencies to ensure that existing relevant land and water resource plans have been identified and integrated into the municipal water plan. Such plans may include DNR Basin Plans, County Land and Water Conservation Plans, and plans of adjacent municipalities. In addition, the municipality shall consult with DNR to determine whether any additional areas require development.

C. Program Integration and Coordination with DNR

- (1) Recognizing the regulatory functions municipalities serve, the municipality shall meet with DNR to determine whether there are opportunities for integration of municipal and state water programs or staff. Such opportunities could include: municipal assistance on education, permitting, inspection and enforcement; integration of education materials and permit applications; or certification of municipal staff with respect to certain water review functions. Implementation of any such opportunities shall be with mutual consent and subject to separate cooperative agreements.
- (2) The municipality shall participate in a review with DNR at a schedule to be determined by the parties but at least 2 times per year during the pilot to: (a) identify significant water related projects within the municipality (either by the municipality or third parties if known); (b) review any permitting or compliance issues; (c) review the status of any cooperative agreements; and (d) identify any areas requiring additional planning or program integration. If more than one municipality in a DNR region is participating, then such meetings can, at the option of the DNR, be held concurrently.
- (3) The municipality and the DNR shall develop a stakeholder group of organizations interested in water resource issues in the municipality such as the County, environmental advocacy groups and other interested parties and include such groups in one or more of the review meetings under Section I. C. (2).

II. Obligations of DNR

A. Single Point of Contact.

The Department's single point of contact representative(s) will be the Regional Water Leader(s) from the geographical areas of where water component participants are located. The Department shall also identify back up staff who will serve as the single point of contact in the Regional Water Leader(s) absence. The single point of contact back-up shall have experience in two or more water programs and serve in a supervisory capacity.

B. Assistance and Coordination with the Municipality.

- (1) The Department shall review and comment on any municipal Water Resources Plan.
- (2) The Department shall meet with the municipality for purposes of

identifying areas of program integration of municipal and state water programs or staff as set forth in para I.C.

C. Regulatory Coordination and Flexibility for Municipal Projects

When the municipality is proposing a project that requires one or more water permits from the DNR, the DNR's Single Point of Contact shall undertake the following:

- (1) To the extent practical, coordinate the permits within the DNR so that all such water permits are reviewed concurrently on an integrated timetable;
- (2) Supervise the review of the permits to ensure that the project and its impacts are reviewed in the context of the existing statutory standards, the impacts to the watershed as a whole, the goals of the municipal project and the municipality's Water Resources Plan;
- (3) Foster a "problem solving" approach with respect to permitting or enforcement issues that recognizes both the municipality's record under this Charter, and the Department's flexibility in existing permitting standards and the Department's enforcement discretion;
- (4) Facilitate resolution of disputes between DNR staff or between DNR staff and the municipality.

III. Pilot Evaluation

A. At the conclusion of 30 months from the date of this Charter, each municipality shall prepare a summary of its work under this Charter that shall:

- (1) Describe its eligibility status.
- (2) Identify any areas of program integration with DNR and describe any such programs.
- (3) Identify any water resources projects under taken and project elements not otherwise required by DNR, local and or other federal laws.
- (4) Describe any water resources permits obtained by the municipality and identify whether and to what extent the Charter impacted the permitting process including a consideration of the following:
 - The permit review process included consideration of watershed

based impacts

- If the project involved multiple water permits, the permit processing and permit comment and hearings were coordinated.
- Permit issues were resolved with the assistance of the single point of contact.
- Which federal, state, and local standards were exceeded.

B. Evaluation Options for Additional Points on Grant Applications

The DNR and the municipality shall evaluate whether participation in this Charter warrants consideration in competitive water resources grants administered by the Department and report back to the Green Tier Steering Committee with recommendations regarding such grants.

APPENDIX 3 – SUSTAINABILITY STRATEGY OPTIONS

[See Excel spreadsheet](#)

Max. Score	 Sustainability Strategies Scoresheet					     				
	This Sustainability Strategies Scoresheet is provided for members to track sustainability management strategies in transportation, energy, land use, water, waste, and health. This scoresheet is intended to be dynamic and flexible and will provide structure for annual reporting. In the spirit of continuous improvement toward superior environmental performance, suggested revisions to this scoresheet are always encouraged. (Approved May 2018)									
(Insert Community Name) Scores						2019	2020	2021	2022	2023
TRANSPORTATION DEMAND MANAGEMENT: Transportation demand management strategies aim to reduce GHG emissions and VMT by influencing change in individual behavior. These strategies encourage walking, bicycling, and transit as modes of transportation within a community and seek to curb the number and length of trips by vehicle.										
<u>Bicycle and Pedestrian Programs/Projects</u>										
2	Require bike parking for all new non-residential and multifamily uses.					0	0	0	0	0
1	Set standards for placement and number (as function of intensity of use) for bike parking spaces.					0	0	0	0	0
3	Commuter bike routes identified and cleared.					0	0	0	0	0
10	League of American Bicyclists certification. (Bronze 5, Silver 7, Platinum 10)					0	0	0	0	0
3	Funded and operating SRTS program (or functional equivalent) covering at least 10 percent of students.					0	0	0	0	0
1	Conduct annual survey of students' mode of transport to school.					0	0	0	0	0
<u>Employer-Based Programs</u>										
5	Require large employers seeking rezoning to set a price signal (cash-out or charge).					0	0	0	0	0
5	Require large employers seeking rezoning to provide subsidized transit.					0	0	0	0	0
5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.					0	0	0	0	0
<u>Traffic Volume</u>										
3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).					0	0	0	0	0
3	Eliminate parking minimums from non-residential districts.					0	0	0	0	0
5	Set parking maximums at X per square feet for office and retail uses.					0	0	0	0	0
5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).					0	0	0	0	0
10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).					0	0	0	0	0
TRANSPORTATION SYSTEM MANAGEMENT										

Max. Score	 Sustainability Strategies Scoresheet	     				
	Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.					
	<u>Preservation and Improvement</u>					
3	Develop and fully fund comprehensive maintenance program for existing roads.	0	0	0	0	0
5	Charge impact fees for new roads.	0	0	0	0	0
5	Calculate lane-miles per capita for arterials and collectors, and show reductions	0	0	0	0	0
5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	0	0	0	0	0
5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	0	0	0	0	0
3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	0	0	0	0	0
	<u>Electric Vehicles</u>					
10	Electric vehicles in gov't fleets - 2% of fleet=5 points. 5% of fleet=10 points.	0	0	0	0	0
2	Allow NEVs on appropriate roadways.	0	0	0	0	0
2	Provide public charging stations	0	0	0	0	0
	<u>Vehicle Idling</u>					
5	Ban idling (more than 5 minutes) with local government vehicles.	0	0	0	0	0
5	Ban idling (more than 5 minutes) community-wide.	0	0	0	0	0
	ZONING AND DEVELOPMENT Zoning and development strategies work toward improving the overall environmental, economic, and social health of a community by promoting mixed-use and infill development, walkable neighborhoods, and an overall sustainable lifestyle.					
	<u>Infill Development</u>					
5	Identify priority areas for infill development, including those eligible for brownfields funding.	0	0	0	0	0
10	Create land bank to acquire and assemble priority infill sites	0	0	0	0	0
10	Develop an inventory of known contaminated properties for reuse planning, with possible GIS application	0	0	0	0	0
	<u>Walkscore</u>					

Max. Score	 Sustainability Strategies Scoresheet	     				
5	Measure Walkscore at 10 random residential addresses per Census tract, compute average, and improve upon overall score	0	0	0	0	0
	<u>Zoning</u>					
5	Adopt traditional neighborhood design ordinance (If population is less than 12,500)	0	0	0	0	0
5	Zoning for office and retail districts permits floor-area ratio > 1, on average.	0	0	0	0	0
5	Zoning for office and retail districts requires floor-area ratio > 1, on average.	0	0	0	0	0
5	Zoning code includes mixed use districts	0	0	0	0	0
5	Mixed-use language from Smart Code TBA.	0	0	0	0	0
	NATURAL RESOURCE MANAGEMENT Natural resource management strategies seek to conserve, preserve, protect and promote a community's greenspace, wildlife, wetlands and waterways for this and future generations by promoting pervious surfaces and adequate setbacks.					
	<u>Canopy</u>					
3	Adopt tree preservation ordinance per GTLC standards	0	0	0	0	0
3	Set a tree canopy goal and develop a management plan to achieve it	0	0	0	0	0
4	Have a Master Naturalist; ISA Certified Arborist or WDNR Community Tree Management Institute (CTMI) graduate on staff	0	0	0	0	0
2	Have community tree canopy mapped - https://pg-cloud.com/Wisconsin/	0	0	0	0	0
2	Require trees to be planted in all new developments	0	0	0	0	0
2	Certification as Tree City USA	0	0	0	0	0
2	Certification as Bird City Wisconsin Community	0	0	0	0	0
	<u>Vegetation Management</u>					
10	Public properties and rights of way mown or cleared only for safe sightlines and/or to remove invasive species.	0	0	0	0	0
10	Create community policy and BMP guidelines on minimizing chemical use during vegetation management of public and private properties	0	0	0	0	0
	<u>Water Protection</u>					
6	Establish 75-foot natural vegetation zone by surface water.	0	0	0	0	0
6	Inventory wetlands and ensure no net annual loss.	0	0	0	0	0
	Community Energy Use Community energy use strategies encourage energy efficiency and the use of renewable fuels to reduce total energy consumption throughout the community					

Max. Score	 Sustainability Strategies Scoresheet GREEN TIER	     				
	<u>Community Energy Use Policies</u>					
10	Adopt PACE ordinance/jpa	0	0	0	0	0
10	Use PACE financing	0	0	0	0	0
5	Watt meters available to the public	0	0	0	0	0
5	Offer residents and businesses a mechanism to purchase shares of the electricity generated through a local renewable energy project. (Ex. a community solar program)	0	0	0	0	0
5	Facilitate a group-buy program through which residents receive discounted, volume-based pricing on energy efficiency or renewable energy projects based on aggregated demand.	0	0	0	0	0
3	Commit to achieving a science-based, community-wide GHG reduction goal.	0	0	0	0	0
3	Adopt Residential Energy Conservation Ordinance (time-of-sale certification and upgrades).	0	0	0	0	0
	<u>Measuring Community Energy Use</u>					
6	Work with local utilities to calculate total electricity and natural gas consumption annually, beginning with the fifth year before entering the program.	0	0	0	0	0
5	Achieve milestone reductions in GHG emissions, as specified in the community's science-based GHG reduction goals.	0	0	0	0	0
5	State of Wisconsin Energy Independent (EI) Community designation.	0	0	0	0	0
	MUNICIPAL ENERGY USE Municipal energy use strategies encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.					
	<u>Government Energy Use Policies</u>					
5	Include transportation energy/emissions as criterion in RFPs for purchases of goods over \$10,000.	0	0	0	0	0
2	Develop list of lighting, HVAC and shell improvements to raise Energy Star Portfolio Manager or LEED EBO&M score	0	0	0	0	0
10	Reduce motor fuels use for non-transit activities --	0	0	0	0	0
6	Provide transit passes at 50 percent or more off the regular price and/or provide parking cash-out options for local government employees.	0	0	0	0	0
6	Streetlights operate at 75 lumens/Watt or higher	0	0	0	0	0
4	Stoplights are LED or functional equivalent	0	0	0	0	0
2	Establish a policy requiring that all major remodeling projects on municipal buildings result in the building receiving an ENERGY STAR score that is five points higher than the building's pre-remodel score.	0	0	0	0	0

Max. Score	 Sustainability Strategies Scoresheet	     				
6	Commit to achieving a science-based GHG reduction goal for emissions resulting from all municipal operations.	0	0	0	0	0
3	Incorporate energy use intensity (EUI) targets into the contracting process for all significant municipal construction projects	0	0	0	0	0
5	Establish policies requiring that all new municipal buildings achieve an ENERGY STAR score of 75 or higher.	0	0	0	0	0
2	Municipal electricity purchases are at least 5 percentage points higher in renewable content than the statewide renewable portfolio standard requires. Calculation may include self-generated power and purchased offsets.	0	0	0	0	0
<u>Measuring Government Energy Use</u>						
2	Work with Energy Task Force OEI to track municipal facilities - Complete EPA Energy Star Portfolio Manager spreadsheet for government energy use. Or score existing buildings with LEED EBO&M.	0	0	0	0	0
3	Achieve milestone reductions in GHG emissions, as specified in the municipality's science-based GHG reduction goal.	0	0	0	0	0
4	Calculate annual government fleet use of motor fuels, in gallons of petroleum and biofuels, beginning with the fifth year before entering the program.	0	0	0	0	0
10	All new and renovated municipal buildings must meet LEED Silver or greater.	0	0	0	0	0
<u>WATER USE CONSERVATION</u>						
Water Conservation strategy options set baselines and goals for water and energy performance in municipalities. They measure progress and promote water conservation by the government, business, and the community at-large.						
<u>Water Conservation</u>						
5	Track water and sewer use annually, beginning with fifth year before entering program, and develop plan for reductions.	0	0	0	0	0
1	Develop a water loss control plan with targets below the 15% required by the state and include a system-wide water audit implementation and time table	0	0	0	0	0
2	Join EPA's WaterSense Program for water utilities or the Groundwater Guardian Green Sites program and promote them to local business.	0	0	0	0	0
6	Use block rates and flat rates to encourage water conservation among residential, commercial, and industrial users.	0	0	0	0	0
3	Infiltration and inflow reduction by 10%	0	0	0	0	0
3	Plan for replacing all toilets using > 1.6 gpf and annual progress sufficient to reach 90 percent replacement in 10 years.	0	0	0	0	0
3?	<u>Local Government Use</u>					
2	Install waterless urinals in men's restrooms at municipal facilities (city hall, parks, etc.)	0	0	0	0	0
2	All outdoor watering by local government, excluding parks and golf courses, from rain collection.	0	0	0	0	0
2	Develop a water efficiency and conservation plan for municipal buildings	0	0	0	0	0

Max. Score	 Sustainability Strategies Scoresheet	     				
	WATER AND WASTEWATER INFRASTRUCTURE MANAGEMENT Setting goals for the sustainable management of water and wastewater infrastructure reduces costs; saves energy; and ensures the protection of public health and the environment.					
5	Develop and implement asset management plans that set targets for the sustainable maintenance, operation and renewal of water and wastewater infrastructure.	0	0	0	0	0
5	Wastewater biogas captured and used in operations.	0	0	0	0	0
6	Conduct an energy assessment for municipal water and wastewater facilities and develop a plan to increase energy	0	0	0	0	0
3	Financial assistance for sewer lateral replacements.	0	0	0	0	0
4	Set goals for increasing the recovery of resources from wastewater for energy generation (heat or electricity) and fertilizer.	0	0	0	0	0
4	Explore partnership options with high-strength waste.	0	0	0	0	0
4	Upgrade water and wastewater utility equipment (e.g., variable frequency drive motors) to achieve energy efficiency based on total life cycle, triple bottom line costs (e.g. maintenance and replacement strategies in asset management plans).	0	0	0	0	0
	STORMWATER MANAGEMENT Stormwater Management strategy options encourage the use of best management practices to achieve a reduction in the amount of harmful pollutants introduced to our streams, rivers, and lakes.					
3	Develop a regular street sweeping program to reduce total suspended solids	0	0	0	0	0
4	Stormwater utility fees offer credits for best management practices such as rain barrels, rain gardens, and pervious paving	0	0	0	0	0
3	Inventory all paved surfaces (e.g., by GIS mapping), and develop a plan for reduction	0	0	0	0	0
5	Work with commercial or light industrial businesses to develop stormwater pollution plans	0	0	0	0	0
	WATER AND DEVELOPMENT Water and Development strategy options link water conservation and the preservation of land, wetlands, and wildlife habitat while promoting compact development, restoration and rehabilitation efforts, and long-term planning.					
	<u>Land Development</u>					
3	Identify key green infrastructure areas during plan development and/or implement a plan to acquire and protect key green infrastructure areas	0	0	0	0	0
	<u>Waters, Wetlands, and Wildlife</u>					
3	Replace concrete channels with re-meandered and naturalized creeks, wetlands, or swales	0	0	0	0	0
4	Develop a system for identifying culverts that obstruct fish migration and install fish friendly culverts where needed	0	0	0	0	0

Max. Score	 Sustainability Strategies Scoresheet	     				
4	Provide incentives for protection of green infrastructure, sensitive areas, important wildlife habitat, or for the restoration or rehabilitation of wetlands or other degraded habitats such as credit towards open space or set-aside requirements	0	0	0	0	0
	WASTE MANAGEMENT AND REDUCTION Waste Management and Reduction strategy options encourage municipalities and their citizens to divert organics and recyclables from landfills and properly dispose of hazardous materials in an effort to reduce waste in a community.					
8	Community waste stream monitored at least annually . Waste reduction plan prepared and updated annually	0	0	0	0	0
8	Waste and materials management plan based on "zero-waste" principles, with specific goals, prepared and updated	0	0	0	0	0
3	Construction/deconstruction waste recycling ordinance	0	0	0	0	0
5	Mandatory residential curbside recycling pickup that covers paper, metal cans, glass and plastic bottles	0	0	0	0	0
5	Develop a municipal collection program that encourages the diversion of food discards, yard materials, and other organics from landfills to composting or anaerobic digestion with energy recovery	0	0	0	0	0
6	Develop and promote programs that dispose of household hazardous, medical, and electronic waste	0	0	0	0	0
7	Use anaerobic digesters to process organic waste and produce energy	0	0	0	0	0
5	Implement municipal ordinances requiring manufacturer takeback for fluorescent bulbs, thermostats and other mercury-containing devices	0	0	0	0	0
4	Ordinances in place to reduce the usage of phone books as well as single-use shopping bags, styrofoam food containers	0	0	0	0	0
4	Pay-as-you-throw system implemented by municipality or required of private waste haulers	0	0	0	0	0
3	Use public education and outreach to promote recycling, backyard composting, product re-use and waste reduction	0	0	0	0	0
	HEALTHY COMMUNITY PLANNING Policies and projects related to incorporating health living into community design- whether by built form, programs, education, etc. in an effort to reduce trends in poor nutrition, inactive lifestyles, chronic diseases, such as obesity and heart disease, and other negative health risk factors.					
	<u>Policies Affecting Multiple Program Areas</u>					
7	Adopt a resolution that promotes Health in All Policies at the community level (e.g., HEAL Resolution). Include that educational campaigns supporting a program covered by the resolution are appropriately targeted to all of the populations addressed by the program	0	0	0	0	0
8	Establish a Health Impact Assessments policy, including when an assessment is required and its scope	0	0	0	0	0
	<u>Planning</u>					

Max. Score	 Sustainability Strategies Scoresheet	     				
7	Add health policies in 1 or more of the community's plans, including the comprehensive plan, long-range transportation plan, bicycle/pedestrian plan and open spaces recreation plan (embedded or stand-alone chapter) or develop a comprehensive, community wide wellness plan.	0	0	0	0	0
6	Site schools in the Comprehensive Plan for accessibility with existing or new bicycle and pedestrian infrastructure	0	0	0	0	0
8	Encourage the formation and/or support of Neighborhood Improvement Districts (NIDs), Neighborhood Development Corporations, or other similar types of neighborhood reinvestment and enhancement strategies in plans or policies.	0	0	0	0	0
<u>Healthy Food Access</u>						
7	Implement strategies (urban agriculture, community gardens on public land, diversified farmer's markets, expanded traditional retail food options, ordinances to allow urban chickens and beekeeping and vegetable gardening in rights of way) that help increase fresh food access in the community, in particular in areas with food insecurity (e.g., "food deserts" and "food swamps"), including access by EBT and WIC participants.	0	0	0	0	0
6	Create a Food Systems Plan that addresses the production, distribution, value-added, marketing, end-market, and disposal of food, and charge a new or existing governmental body to oversee the plan's implementation.	0	0	0	0	0
<u>Physical Activity and Access</u>						
5	Provide an on-street and/or off-street trail network connecting recreational areas in the community (e.g. safe routes to parks) and other trip generators, such as shopping malls, ensuring all neighborhoods are included in planning and implementation.	0	0	0	0	0
4	Encourage pedestrian and bicycle site connections from front door of businesses or apartments to a public sidewalk and/or bike lane ensuring connections to all neighborhoods.	0	0	0	0	0
4	Provide education and establish programming to encourage physical activity, especially by youth.	0	0	0	0	0
7	Establish an expanded public transit that serves commuters from all neighborhoods and major parks and recreation facilities, and has racks on vehicles for carrying bicycles.	0	0	0	0	0
5	Require sidewalks in new residential areas and establish a policy for adding sidewalks, as appropriate, in areas built out without sidewalks.	0	0	0	0	0
2	Implement a Complete Streets policy.	0	0	0	0	0
5	Provide recreation programs for youth, adults, senior citizens and disabled persons.	0	0	0	0	0
5	Establish a pedestrian safety task force.	0	0	0	0	0
<u>Housing</u>						
6	Adopt ordinances and programs to maintain a healthy housing stock (code enforcement, landlord licenses, volunteer program, truth-in housing disclosure before sale, etc.).	0	0	0	0	0

Max. Score	 Sustainability Strategies Scoresheet	     				
5	Allow life cycle or adaptable housing options, such as "aging in place", accessory dwelling units, Universal or Inclusive Design, Dementia Friendly Communities, Age-Friendly Communities, etc.	0	0	0	0	0
8	Establish a program to make housing more affordable.	0	0	0	0	0
5	Establish a program to address chronic homelessness, such as "permanent housing".	0	0	0	0	0
<u>Crime Prevention and Other Harm Reduction</u>						
4	Use by policy, ordinance or practice, Crime Prevention Through Environmental Design and active threat planning to make public spaces, such as recreational space, crime free.	0	0	0	0	0
5	Establish and implement Harm Reduction strategies for alcohol outlet density and sexual oriented establishments (e.g. zoning limitations)	0	0	0	0	0
5	Adopt an ordinance or policy that requires tobacco-free and e-cigarette free apartments or places limitations on such structures.	0	0	0	0	0
6	Adopt an ordinance or policy that promotes tobacco-free and e-cigarette free parks and/or public events on local government-owned property.	0	0	0	0	0
<u>Climate Change</u>						
5	Create and implement a climate change action plan that includes a carbon footprint study, and health related components on reducing air pollution from combustion of fossil fuels and responding to heat episodes and flooding, focusing in particular on most vulnerable populations.	0	0	0	0	0
<u>Noise</u>						
5	Adopt an ordinance, including conditional use permits, on noise abatement for various zoning districts.	0	0	0	0	0
<u>Employee Health</u>						
5	Implement a wellness program for employees of the local jurisdiction.	0	0	0	0	0
5	Encourage or partner with others, such as the Chamber of Commerce, etc., to advance workplace wellness programs within the community.	0	0	0	0	0
<u>Placemaking</u>						
5	Support placemaking at varying scale (neighborhood to major city facility) and permanence (temporary to permanent) through programming, financial support and removal of regulatory barriers to promote healthy living and social capital in the community.	0	0	0	0	0
5	Adopt form-based codes or similar type design guidelines for healthy active living environments.	0	0	0	0	0
<u>Waste Pharmaceuticals</u>						

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing the Issuance and Sale of \$5,105,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A	
Committee Action: Approved 4-0	
Fiscal Impact:	
File Number: 18-1008	Date Introduced: March 10, 2020

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality" or "City") owns and operates a Water System (the "Water System") and a Sewer System (the "Sewer System") which are operated for public purposes as separate public utilities by the Municipality and which are hereby combined for the purposes of this financing (hereinafter, the Municipality's Water System and Sewer System shall be referred to collectively as the "System");

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes (the "Act"), any municipality in the State of Wisconsin may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, controlling, conducting, operating or managing a public utility such as the System from the proceeds of bonds or for refunding obligations issued for the above purposes, which bonds are to be payable only from all monies received from any source by such utility (the "Revenues");

WHEREAS, pursuant to a resolution adopted on November 14, 2017 (the "2017C Water Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017 Water Bonds"), which 2017 Water Bonds are payable from the Revenues of the Water System;

WHEREAS, pursuant to a resolution adopted on November 14, 2017 (the "2017D Sewer Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 (the "2017 Sewer Bonds"), which 2017 Sewer Bonds are payable from the Revenues of the Sewer System;

WHEREAS, pursuant to a resolution adopted on September 10, 2019 (the "2019C Sewer Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 (the "2019 Sewer Bonds"), which 2019 Sewer Bonds are payable from the Revenues of the Sewer System;

WHEREAS, pursuant to a resolution adopted on September 10, 2019 (the "2019D Water Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series

2019D, dated October 1, 2019 (the "2019 Water Bonds"), which 2019 Water Bonds are payable from the Revenues of the Water System;

WHEREAS, the 2017 Water Bonds, the 2017 Sewer Bonds, the 2019 Sewer Bonds and the 2019 Water Bonds shall collectively be referred to as the "Prior Bonds";

WHEREAS, the 2017C Water Resolution, the 2017D Sewer Resolution, the 2019C Sewer Resolution and the 2019D Water Resolution shall collectively be referred to as the "Prior Resolutions";

WHEREAS, the Municipality has also heretofore issued and has outstanding its Water System and Sewer System Revenue Bond Anticipation Notes, Series 2018B, dated December 4, 2018 (the "Refunded Obligations");

WHEREAS, the Municipality has determined that it is necessary and desirable to extend the interim financing for the projects financed by the Refunded Obligations by refunding the Refunded Obligations (the "Refunding");

WHEREAS, for the purpose of paying the cost of the Refunding, including paying interest and legal, financing and other professional fees, the Municipality intends by subsequent resolutions (collectively, the "Bond Resolution") of the governing body of the Municipality (the "Common Council") to authorize the issuance and sale of water system revenue bonds and sewer system revenue bonds pursuant to the provisions of the Act (collectively, the "Bonds"), payable solely from the respective revenues of the Water System and Sewer System deposited in special redemption funds referred to herein;

WHEREAS, it is anticipated that each of the Bond issues will be issued to the State of Wisconsin through its Safe Drinking Water and Clean Water Fund loan programs;

WHEREAS, the Bonds have not yet been issued or sold;

WHEREAS, municipalities are authorized by the provisions of Section 66.0621(4)(L), Wisconsin Statutes, to issue bond anticipation notes in anticipation of receiving the proceeds from the issuance and sale of revenue bonds;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the Municipality to authorize the issuance and sale of Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A pursuant to Section 66.0621(4)(L), Wisconsin Statutes (the "Notes") in anticipation of the issuance and sale of the Bonds, to pay the cost of the Refunding;

WHEREAS, other than the Prior Bonds and the Refunded Obligations, no bonds or obligations payable from the Revenues of the System are now outstanding;

WHEREAS, the Municipality has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the Municipality, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 10, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 10, 2020; and

WHEREAS, Huntington Securities, Inc. (the "Purchaser") submitted the only bid and, after further discussions, submitted the bid attached hereto as Exhibit B and incorporated herein by this reference (the "Proposal"). The Proposal fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be advantageous to the Municipality. Ehlers has recommended that the Municipality accept the Proposal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council of the Municipality hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 2A. Water System Revenue Bonds and Sewer System Revenue Bonds. The Municipality hereby declares its intention and covenants to authorize the issuance of the Bonds pursuant to the provisions of the Act in an amount sufficient to retire the Notes and pay the cost of interest and legal, financing and other professional fees in connection therewith. The Bonds will be authorized by the Bond Resolution.

Section 2B. Authorization and Sale of the Notes. In anticipation of the sale of the Bonds, for the purpose of paying the cost of the Refunding including paying interest and legal, financing and other professional fees in connection therewith, there shall be borrowed pursuant to Section 66.0621(4)(L), Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED FIVE THOUSAND DOLLARS (\$5,105,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the Municipality are authorized and directed to execute an acceptance of the Proposal on behalf of the Municipality. To evidence the obligation of the Municipality, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Municipality, the Notes aggregating the principal amount of FIVE MILLION ONE HUNDRED FIVE THOUSAND DOLLARS (\$5,105,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned.

Section 3. Terms of the Notes. The Notes shall be designated "Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A"; shall be dated March 26, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be initially numbered R-1; shall bear interest at the rate of 1.00% per annum; and shall mature on April 1, 2022 as set forth on the schedule attached hereto as Exhibit C and incorporated herein by this reference (the "Schedule"). Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the Municipality, on any date. The Notes shall be redeemable as a whole or in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the Municipality nor a charge against its general credit or taxing power. Pursuant to Section 66.0621(4)(L)1. of the Act, the Revenues of the System are hereby pledged to the payment of the principal of and interest on the Notes, subject to the application of the Revenues in accordance with the terms of this Resolution. No lien is created upon the System or any other property of the Municipality as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due; (b) proceeds to be derived from the issuance and sale of the Bonds, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Notes; and, (c) a pledge of the Revenues which have been deposited into the respective Special Redemption Funds provided for in the Prior Resolutions (collectively, the "Special Redemption Fund"); provided, however, that the pledge of Revenues of the Water System shall be on a basis junior and subordinate to the 2017 Water Bonds, 2019 Water Bonds and any bonds issued in the future on a parity with the 2017 Water Bonds and 2019 Water Bonds (the "Water Parity Bonds") and that the pledge of Revenues of the Sewer System shall be on a basis junior and subordinate to the 2017 Sewer Bonds, 2019 Sewer Bonds and any bonds issued on a parity with the 2017 Sewer Bonds and 2019 Sewer Bonds (the "Sewer Parity Bonds" and with the Water Parity Bonds, the "Parity Bonds").

As authorized and permitted by Section 66.0621(4)(L)6, Wisconsin Statutes, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the Municipality will pay such deficiency out of its annual general tax levy or other available funds of the Municipality; provided, however, that any such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation or any further payments.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the Revenues of the System, and to secure the payment of the principal of and interest on first, the Prior Bonds and any Parity Bonds, and, second, the Notes, certain funds of the System established by the Prior Resolutions shall be continued and used solely for the purposes set forth in the Prior Resolutions. The Municipality shall apply the Revenues to the respective funds and accounts as described in the Prior Resolutions.

Section 8. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing services for public purposes, shall be charged against the Municipality and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the Revenues derived from the System, and out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. However, such payment out of the tax levy shall be subject to (a) any necessary approval of the Public Service Commission, or successors to its function (b) annual appropriations therefor and (c) any applicable levy limitations; but neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of services rendered to the Municipality and its inhabitants or make any subsequent payment over and above such reasonable cost and value. Such compensation for such service rendered to the Municipality shall, in the manner hereinabove provided, be paid into the funds created in the Prior Resolutions.

Section 9. Covenants of the Municipality. The Municipality hereby covenants with the owners of the Notes that:

(a) It shall issue and sell the Bonds as soon as practicable in an amount sufficient to retire the Notes;

(b) It shall segregate the proceeds derived from the sale of the Bonds into a special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of the principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said special trust fund may be used for such other purposes as the Common Council may direct in accordance with law;

(c) It shall faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including lawfully establishing reasonable and sufficient rates for services rendered by the System and collecting, depositing, applying and segregating the Revenues of the System to the respective funds and accounts described in the Prior Resolutions;

(d) It will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions or extensions that may be made part thereto, except that the Municipality shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal

operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(e) It will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or the Revenues or could impair the security of the Notes or the Bonds;

(f) It will maintain the System in reasonably good condition, will operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that the amount of the revenues of the System herein agreed to be set aside to provide for payment of the Prior Bonds, any Parity Bonds and the Notes (exclusive of principal of the Notes to be paid from proceeds of the Bonds) and the interest thereon as the same becomes due and payable will be sufficient for that purpose. It will make all good faith efforts so that the Net Revenues (as defined in the Prior Resolutions) from the System will be one and one-quarter (1.25) times the amount required for payment of principal (exclusive of principal of the Notes to be paid from proceeds of the Bonds) and interest on the Prior Bonds, the Bonds, any Parity Bonds and the Notes for each corresponding year;

(g) It will prepare a budget not less than sixty (60) days prior to the end of each fiscal year and, in the event such budget (taking into account income, unencumbered surplus and expense) indicates that earnings for each year will not exceed debt service for each corresponding year by the proportion stated above, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of earnings to debt service shall be accomplished as promptly as possible;

(h) The Notes are issued for the purposes for which the Municipality is authorized to issue revenue bonds and for which the Bonds shall be issued;

(i) It will keep proper books and accounts relative to the System, separate from all other records of the Municipality and will cause such books and accounts to be audited annually not later than six months after the close of the fiscal year by a recognized independent firm of certified public accountants. Copies of such audits shall be promptly provided in accordance with the Undertaking described below. Each such audit, in addition to whatever matters may be thought proper by the accountants, shall include the following in accordance with generally accepted accounting practices: (1) a statement in detail of the income and expenditures of the System for the fiscal year; (2) a balance sheet as of the end of such fiscal year; (3) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (4) the number and types of connections to the System at the end of the year; (5) a list of the insurance policies in force at the end of the fiscal year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy and (6) the volume of water used as the basis for computing the service charge. The owners of any of the Notes shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Municipality relating thereto; and

(j) It will carry for the benefit of the owners of the Notes and the Bonds insurance of the kinds and in the amounts normally carried by private companies engaged in the operation of similar systems. All money received for losses under any of such insurance policies, except public liability, shall be used in repairing the damage or in replacing the property destroyed, but in the event that the Municipality shall find it inadvisable to repair such damage or replace such property, and that the operation of the System shall not have been impaired thereby, such money may be deposited in the funds created in the Prior Resolutions, but shall not reduce the amount otherwise required to be paid into said funds created in the Prior Resolutions.

Section 10. Application of Proceeds. All accrued interest received from the sale of the Notes shall be deposited in the Special Redemption Fund. The proceeds of the Notes sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special fund designated the "Refunding Fund" and shall be used solely for the purpose of paying the Refunded Obligations on their April 1, 2020 maturity date. Any balance remaining in said Refunding Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Notes.

Section 11. No Arbitrage. All investments made pursuant to this Resolution shall be permitted investments for municipalities under the provisions of the Wisconsin Statutes, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or the Regulations and an officer of the Municipality, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 12. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Municipality will do so only to the extent

consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 13. Payment of Refunded Obligations. The Refunded Obligations will be paid on their maturity date of April 1, 2020 at a price of par plus accrued interest.

Section 14. Parity Bonds. Parity Bonds payable out of the Revenues of the Water System or Sewer System may be issued in such manner as to enjoy priority over the Notes; provided such Parity Bonds meet the conditions established in the Prior Resolutions.

Section 15. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 16. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 17. Persons Treated as Owners; Transfer of Notes. The Municipality shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment

duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 18. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Municipality at the close of business on the Record Date.

Section 19. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 20. Payment of Issuance Expenses. The Municipality authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 21. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 24. Conflicting Resolutions, Severability; Effective Date. All prior resolutions (other than the Prior Resolutions), rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the Prior Bonds are outstanding. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 10, 2020.

Robert B. Mielke
Mayor

Attest:

Leslie Kremer
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

NOTICE OF SALE

\$5,120,000* WATER SYSTEM & SEWER SYSTEM REVENUE BOND ANTICIPATION NOTES, SERIES 2020A CITY OF WAUSAU, WISCONSIN

Bids for the purchase of \$5,120,000* Water System & Sewer System Revenue Bond Anticipation Notes, Series 2020A (the "Notes") of the City of Wausau, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 10:30 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:30 A.M. Central Time, on March 10, 2020, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:30 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 66.0621(4)(L), Wisconsin Statutes, to refund the Water System and Sewer System Revenue Bond Anticipation Notes, Series 2018B. The Notes are special obligations of the City, issued in anticipation of the sale of Water System Revenue Bonds and Sewer System Revenue Bonds (collectively, the "Bonds") of the City, which Bonds, the City has covenanted in the Resolution, will be issued as soon as practicable. The Notes do not constitute a general obligation of the City, and no lien is created upon the respective Water System or Sewer System (collectively, the "System") as result of the issuance of the Notes. The Notes are payable only from (a) any proceeds from the issuance and sale of the Notes which are set aside to pay interest on the Notes; (b) proceeds to be derived from the issuance and sale of the Bonds, which proceeds are pledged for the payment of the principal of and interest on the Notes; and (c) a pledge of the income and revenues of the System on a basis junior and subordinate to the pledge granted to the owners of the Prior Bonds.

DATES AND MATURITIES

The Notes will be dated March 26, 2020, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on April 1 as follows:

<u>Year</u>	<u>Amount*</u>
2022	\$5,120,000

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on April 1 and October 1 of each year, commencing October 1, 2020, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. The rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent"). Bond Trust Services Corporation and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes shall be subject to optional redemption prior to maturity on any date, in whole or in part, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about March 26, 2020, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding special obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

STATEMENT REGARDING COUNSEL PARTICIPATION

Bond Counsel has not assumed responsibility for this Preliminary Official Statement or participated in its preparation (except with respect to the section entitled "TAX EXEMPTION" in the Preliminary Official Statement and the "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement).

SUBMISSION OF BIDS

Bids must not be for less than \$5,094,400, nor more than \$5,427,200, plus accrued interest on the principal sum of \$5,120,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:30 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$102,400 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. The Deposit will be deducted from the purchase price at the closing for the Notes.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;

- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the

requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including

a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),

- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Maryanne Groat, Finance Director / Treasurer
City of Wausau, Wisconsin

EXHIBIT B

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID FORM

The Common Council
City of Wausau, Wisconsin

March 10, 2020

RE: \$5,120,000* Water System & Sewer System Revenue Bond Anticipation Notes, Series 2020A (the "Notes")
DATED: March 26, 2020

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ \$5,088,153.50 (not less than \$5,094,400, nor more than \$5,427,200) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

1.00 % due 2022

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000. The rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$102,400 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. The Deposit will be deducted from the purchase price at the closing for the Notes. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about March 26, 2020.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO: _____

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Huntington Securities
Account Members: Alone

By: 

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from March 26, 2020 of the above bid is \$ 119,655.53 and the true interest cost (TIC) is 1.1662 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Wausau, Wisconsin, on March 10, 2020.

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT C

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

City of Wausau, WI

\$5,105,000 Water and Sewer Sys. Revenue Bond Anticipation Notes, Series 2020A Issue Summary

Dated: March 26, 2020 Winning Bidder: Huntington Securities

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/26/2020	-	-	-	-	-
10/01/2020	-	-	26,234.03	26,234.03	26,234.03
04/01/2021	-	-	25,525.00	25,525.00	-
10/01/2021	-	-	25,525.00	25,525.00	51,050.00
04/01/2022	5,105,000.00	1.000%	25,525.00	5,130,525.00	-
10/01/2022	-	-	-	-	5,130,525.00
Total	\$5,105,000.00	-	\$102,809.03	\$5,207,809.03	-

Yield Statistics

Bond Year Dollars	\$10,280.90
Average Life	2.014 Years
Average Coupon	1.0000000%
Net Interest Cost (NIC)	1.1638621%
True Interest Cost (TIC)	1.1662504%
Bond Yield for Arbitrage Purposes	0.9999822%
All Inclusive Cost (AIC)	1.4576491%

IRS Form 8038

Net Interest Cost	1.0000000%
Weighted Average Maturity	2.014 Years

EXHIBIT D

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MARATHON COUNTY	
NO. R-1	CITY OF WAUSAU	\$5,105,000
	WATER SYSTEM AND SEWER SYSTEM REVENUE	
	BOND ANTICIPATION NOTE, SERIES 2020A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, 2022	March 26, 2020	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: FIVE MILLION ONE HUNDRED FIVE THOUSAND DOLLARS (\$5,105,000)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "Municipality"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment day shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$5,105,000, all of which are of like tenor, except as to denomination, issued by the Municipality pursuant to the provisions of Section 66.0621(4)(L), Wisconsin Statutes, for the purpose of paying the cost of refunding certain obligations of the Municipality issued to finance Water System and Sewer System improvements (the "Refunding"), all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on March 10, 2020 (the

"Resolution"). The Resolution is recorded in the official minutes of the Common Council for said date.

In the Resolution, the Common Council declared its intention and covenanted to issue Water System Revenue Bonds and Sewer System Revenue Bonds (collectively, the "Bonds") for the purpose of paying the cost of the Refunding. The Notes are issued to anticipate the sale of the Bonds.

The Notes are payable only from:

- 1) any proceeds of the Notes set aside for payment of interest on the Notes as they become due;
- 2) the proceeds to be derived from the issuance and sale of the Bonds, which proceeds have been declared by the Municipality to constitute a special trust fund to be expended solely for the payment of the principal of and interest on the Notes; and
- 3) a pledge of the income and revenues of the Municipality's Water System and Sewer System and deposited in the Special Redemption Funds (as defined in the Resolution), provided, however, that the pledge of revenues of the Water System is on a basis junior and subordinate to the Water System Revenue Bonds, Series 2017C, dated December 5, 2017 and Water System Revenue Bonds, Series 2019D, dated October 1, 2019 and any bonds to be issued on a parity with such bonds and that the pledge of revenues of the Sewer System is on a basis junior and subordinate to the Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 and Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 and any bonds to be issued on a parity with such bonds.

THE NOTES DO NOT CONSTITUTE AN INDEBTEDNESS OF THE MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. NO LIEN IS CREATED UPON THE SYSTEM OR ANY OTHER PROPERTY OF THE MUNICIPALITY AS A RESULT OF THE ISSUANCE OF THE NOTES.

The Notes are subject to redemption prior to maturity, at the option of the Municipality, on any date. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than

thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes are to be called for redemption, the Notes to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The Municipality has covenanted to issue and sell the Bonds, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Bonds into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Municipality appoints another depository, upon surrender of the Note to the Fiscal Agent, and thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Municipality for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Municipality may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____
Robert B. Mielke
Mayor

(SEAL)

By: _____
Leslie Kremer
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Wausau, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

FINANCE COMMITTEE

Date and Time: Tuesday, February 11, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen, Smith, Martens, Nutting

Members Absent: Lawrence

Others Present: Groat, Barteck, Jacobson, Mielke, Kujawa, Lindman

Discussion and Possible Action Regarding Providing for the Sale of Approximately \$5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A

Groat explained that the City borrowed \$5,055,000 in December 2018 to fund the engineering costs for the new Water and Sewer Plant. The engineering firm underestimated the complexity of the Safe Water and Clean Water Drinking Fund resulting in the temporary debt being due before the permanent financing is available. Jon Cameron of Ehlers reviewed the debt issuance calendar indicating that the sale would take place March 10th with closing on March 26th. The debt has been structured so that after 6 months the debt can be called and retired at any time. This will provide the greatest flexibility. Mr. Cameron believed that permanent financing would be available by late summer or fall.

Motion by Nutting, second by Smith to approve the sale of approximately \$5,120,000 Water and Sewer System Revenue Bond Anticipation Notes Series 2020A as proposed. Motion carried 4-0.



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Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

March 2, 2020

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

**Re: City of Wausau
\$5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes,
Series 2020A**

Dear Maryanne:

Attached is a draft of the **Authorizing Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the Common Council at its meeting on March 10, 2020 after the bid opening earlier that day.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution.

Ms. Maryanne A. Groat
March 2, 2020
Page 2

You will note in reviewing the Resolution that some of the exhibits will be provided to the City on the day of sale. It is our understanding that Ehlers will provide this information to you and to us after the bid opening and prior to the meeting on March 10, 2020. We will email a final copy of the Resolution, including all exhibits, on the day of sale (March 10, 2020) prior to the meeting for the Common Council to review and approve. We will also provide hard copies of the complete finalized Resolution at the time we send the closing documents.

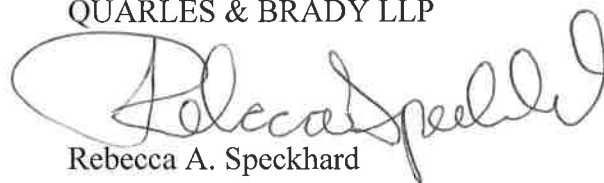
Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the March 10, 2020 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us before the March 10, 2020 meeting. They contain information which will help us draft the closing documents which will be required in connection with this financing.

Please feel free to contact me at (414) 277-5761 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in dark ink, appearing to read "Rebecca A. Speckhard", is written over the printed name.

Rebecca A. Speckhard

RAS:BJK:JPL:TAB

Enclosures

#940025.00069

cc: Ms. Mary Goede (w/enc. via email)
Ms. Leslie Kremer (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Mr. Philip Cosson (w/enc. via email)
Mr. Jon Cameron (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
Ms. Sue Porter (w/enc. via email)
Ms. Bridgette Keating (w/enc. via email)
Mr. Jacob Lichter (w/enc. via email)
Ms. Tracy Berrones (w/enc. via email)



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Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

March 2, 2020

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$5,120,000 City of Wausau (the "City")
Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A (the
"Securities")

Dear Maryanne:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond

counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;
- 2) the Securities are valid and binding obligations of the City according to their terms; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$8,200. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

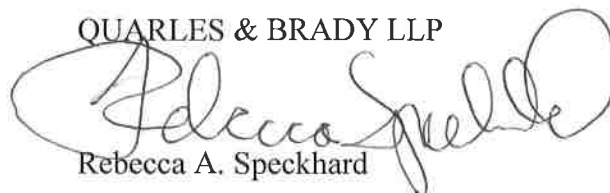
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Maryanne A. Groat
March 2, 2020
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:BJK:JPL:TAB
#940025.00069

cc: Ms. Mary Goede (via email)
Ms. Leslie Kremer (via email)
Anne Jacobson, Esq. (via email)
Mr. Philip Cosson (via email)
Mr. Jon Cameron (via email)
Ms. Kathy Myers (via email)
Ms. Sue Porter (via email)
Ms. Bridgette Keating (via email)
Mr. Jacob Lichter (via email)
Ms. Tracy Berrones (via email)
bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____
Title

Date: _____

RESOLUTION OF THE FINANCE COMMITTEE

Approving Municode's Full Service Supplementation services to host and codify the City of Wausau's code

Committee Action: Pending

Fiscal Impact: One time costs \$8,750 and annual costs of \$1,200 to \$2,000

File Number: 20-0308

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	Budget Source: City Attorney legal budget and Promotions professional services
	One-time Costs:	Yes ☒ No ☐	Amount: \$8,750
	Recurring Costs:	Yes ☒ No ☐	Amount: \$1,200 to \$2,000 depending on quantity of ordinance changes
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, Municode and the City of Wausau wish to enter into a contract where Municode will convert and host the City of Wausau's code online; and

WHEREAS, Municode will convert the City of Wausau's current code to the Municode data base for a one time cost of \$1,000.00; and

WHEREAS, Municode will conduct a complete legal review of the City of Wausau's entire current code to check for conflicts, outdated provisions, and issues of concerns for a one time cost of \$7,750.00; and

WHEREAS, the City of Wausau will use Municode's Supplementation Service to amend, edit, and add new ordinances to the code at \$19.00 per page, single column; and

WHEREAS, the City of Wausau will enter into the MyMunicode Bundle which includes MunicodeNEXT, which will host the City of Wausau's code online; OrdBank, which is a library of approved but not yet codified code; CodeBank, which is a permanent online collection of previous versions of the City of Wausau's code; CodeBank Compare + eNotify, which allows the comparison between two versions of code and notifications to users of updates to the code; and MuniPRO, which allows searches of Municode's entire database of code, for an annual cost of \$1,195.00; and

WHEREAS, the project will be funded \$7,750 from the City Attorney legal services budget and \$2,195 from City promotions professional services budget; and

WHEREAS, your Finance Committee, on March 10, 2020, discussed and recommended entering into a contract with Municode and funding the project as noted.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the necessary contract with Municode.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 25, 2020 @ 5:15 pm., Council Chambers

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

Others Present: Splinter, Bliven, Barteck, Jacobson, Mielke, Kujawa, Lindman, Rubow, Miller, Hanson, Neal

Discussion and possible action on adopting Municode's self-publishing or full service supplementation services to host and codify the City of Wausau's code and related budget modification

Rasmussen stated the Attorney's Office has been doing research and cost benefit analysis on finding a more user-friendly way for people to work with the city's code and to search the code.

Nathan Miller, Assistant City Attorney, explained the code is currently in a pdf that must be downloaded and if searching for something, you basically need to know where it is in the code. Updating the code is a somewhat tedious process and can be delayed up to a month or two after an ordinance is passed.

Miller stated the vendor, Municode, would take our current code and put it online in a fully searchable format, ADA compliant, and will translate to 90 different languages from Google translate. There is an initial one-time cost of \$1,000 to get it from our current pdf to this searchable database. The cost to add an ordinance is \$19 per page and they can choose how often they would like Municode to codify the ordinances. The Attorney's Office is also recommending a legal review of the entire code, which has never been done with Wausau's code. Municode will look within the code for inconsistencies, outdated provisions, check state statutes listed and ensure it is federally compliant. After our review of their findings the fixes will be sent to them and they will recodify the code. The legal review is \$7,750, which is recommended to be done every 8 to 10 years. There will be an annual fee of \$1,200 which covers the online searchable database and putting ordinances that are recently passed but not yet codified online to show what is coming. He reviewed other benefits that are available with Municode, as well as Munidocs.

Lawrence questioned where the money would come from. This information was not available due to illness of the Finance Director, so the consensus of the committee was to direct staff to prepare a resolution for Municode with the estimated total costs as well as the fund source. This resolution will be brought back to the next Finance meeting.



Office of the City Attorney

TEL: (715) 261-6590

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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments, features, and recommendations on using Municode to modernize the City of Wausau's Ordinances.

Currently, the City of Wausau makes its Code available via a PDF document on its webpage. It requires a citizen to download the document to examine the Code. The Code is not searchable. The user either needs to have a general sense of where in the Code the specific provision is located, or needs to read the entire Code to locate the pertinent provision. There are currently no other associated features that will be described below available to any users. The City Attorney's Office looked into a number of providers that convert and host municipalities' code online and were most impressed with Municode, based on the features it offered, the price, the ease of use, and the number of other municipalities both in Wisconsin and throughout the U.S. that use Municode.

Municode Total Code Administrator

- Municode will first convert our current Code to the Municode database including:
 - Removal of supplement numbers
 - Updating preliminary pages (title page, officials' page, and preface)
 - New page numbers
 - Creation of consistent style
 - Indexing
 - Incorporation of graphics and tabular matter
 - 5 printed copies of the new code with divider tabs (can be adjusted)
 - Inclusion of adopted legislation
 - \$1,000, one time cost
- Supplementation Service when amendments, edits, and new ordinances need to be added to the Code:
 - Acknowledgement of material
 - Data conversion
 - Editorial work
 - Proofreading
 - Updating the index
 - The schedule is set by Wausau
 - Updating electronic versions and online code
 - Printing 5 copies (can set this separately)
 - \$19 per page, single column

- Legal Review of entire Code to check for conflicts, outdated provisions, and issues of concern
 - Chapter by chapter legal review. Provides snapshot of possible conflicts and issues of concern
 - State law citations are checked
 - \$7,750
- MyMunicode Bundle (first 6 months of service at no charge) \$1,195 annually
 - MunicodeNEXT
 - Standard Web Hosting that allows full functionality on all devices
 - Narrow, pinpoint, and advanced (including Boolean) searching
 - Print or save as DOCX
 - Google translate to 90 languages
 - Share links via email and social media
 - ADA compliant
 - OrdBank
 - Library of individual ordinances that have been approved of but not officially codified yet.
 - Applies to amendatory ordinances only
 - CodeBank
 - Permanent online collection of previous versions of the Code
 - CodeBank Compare + eNotify
 - Compare any two versions of Wausau's online code, starting with the first Municode supplement
 - eNotify provides readers' email with updates each time the Code is updated
 - MuniPRO
 - Search Municode's database of over 3,600 online codes
 - Custom Banner
 - Customize Municode to match the look of Wausau's website
- MuniDocs
 - Host other municipal documents in a fully searchable format including minutes, agendas, resolutions, budgets, etc.
 - \$350 annually

RESOLUTION OF THE FINANCE COMMITTEE

Recommending submission of an application for Transit Capital Assistance funds under the VW Mitigation Program and acknowledges that receipt of those funds will result in the reduction of future municipal revenue payments pursuant to §79.035(7), Wis. Stats.

Committee Action: Pending

Fiscal Impact: \$253,699 Total / \$25,370 Annually for Ten Years

File Number: 18-0915

Date Introduced: March 10, 2020

RESOLUTION

WHEREAS, the Metro Ride fixed-route bus fleet consists of 25 transit buses; and

WHEREAS, 18 transit buses are necessary to provide bus service during the school year; and

WHEREAS, 3 buses in the existing fleet are more than sixteen years old and have accumulated 357,000-564,000 miles; and

WHEREAS, 3 buses have exceeded minimum useful life requirements set by the Federal Transit Administration; and

WHEREAS, 3 buses are eligible for replacement with Transit Capital Assistance funds under the VW Mitigation Program; and

WHEREAS, the Finance Committee recommends the purchase of 3 new buses with Transit Capital Assistance funds under the VW Mitigation Program and has reviewed and acknowledges the projected reduction in municipal revenue payments required to repay 20% of the overall cost over ten years;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper City Official(s) be hereby authorized and directed to submit an application for Transit Capital Assistance funds under the VW Mitigation Program for the purchase of seven new buses.

BE IT FURTHER RESOLVED the Common Council of the City of Wausau acknowledges that receipt of Transit Capital Assistance funds under the VW Mitigation Program will result in a reduction of future municipal revenue payments pursuant to §79.035(7), Wis. Stats.

Approved:

Robert Mielke, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for Physical Therapy Services for Wausau Police Department

Committee Action: Approved 5-0

Fiscal Impact: not to exceed \$20,000

File Number: 19-1109

Date Introduced: March 10, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2019 Budget Surplus</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$20,000</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

WHEREAS, the fitness and wellness of police personnel is critical to the success of the department; and

WHEREAS, the Wausau Fire Department and Stevens Point and Marshfield Police Departments have experienced success in limiting injuries and restoring health through the use of onsite physical therapy services;

WHEREAS, the Police Department proposes to add similar services in 2020; and

WHEREAS, funding would come from 2019 carryover funds; and

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

Increase: Other Special Services 110-30092560 \$20,000

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

Approved:

Robert B Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, February 25, 2020 @ 5:15 pm., Council Chambers

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

Others Present: Splinter, Bliven, Barteck, Jacobson, Mielke, Kujawa, Lindman, Rubow, Miller, Hanson, Neal

Discussion and possible action regarding funding of Physical Therapy services for the Wausau Police Department and related sole source purchase and budget modification

Rasmussen stated a couple of years ago a pilot program was funded at the Fire Department to test this type of wellness program, with the idea of potentially reducing worker's comp claims and ensure the health of our workforce. The Police Department is interested in obtaining those services. There are a variety of funding sources, including some PD budget surplus, the casualty insurance fund, and some health insurance savings. The request is for one-time funding for 2020 to get the program rolling and then a line item in the budget going forward.

Chief Ben Bliven stated the Stevens Point Police and Fire Departments and Marshfield Police Department also contract with Advance Physical Therapy, specifically with Traci Tauferner, the therapist that Wausau FD contracts. He indicated they have had really good results. He noted in late 2013 the Stevens Point PD contracted with them and had been experiencing approximately \$100,000 per year in comp injury claims specific to strains and sprains. In 2015, 2016, and 2017 that number was reduced to about \$30,000 annually.

Bliven indicated he asked for \$20,000 because the quote given prior to the 2020 budget process last summer was \$20,000 annually. It is charged out on a use basis and the expectation is that Traci Tauferner would be at the police department twice a week, six hours a week total, and be billed at that rate. He noted the expense for 2020 at this point would not be \$20,000 because we are already two months into the budget cycle.

Motion by Lawrence, second by Martens to approve funding Physical Therapy services for the Wausau Police Department and the related sole source and budget modification. Motion carried 5-0.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

February 18, 2020

Re: Budget Request: Advanced Physical Therapy & Sports Medicine

City of Wausau Finance Committee and City Council

Finance Committee:

During the 2020 budget planning process, the Wausau Police Department made a supplemental budget request for \$20,000 to contract with Advanced Physical Therapy to supply an onsite physical therapist for police officers. This program was implemented by the Wausau Fire Department in 2018 and they have seen an overall increase in health and fitness, a quality of life improvement for their staff, and reduction in lost time and work comp injuries. In addition, the physical therapist who works with Wausau Fire, Traci Tauferner, also works with a number of other local police and fire departments.

As you are well aware, there are very physical demands placed on our police officers. We must go from sedentary work driving a squad car to very demanding physical work in a moment. Advanced Physical Therapy provides a service of injury management, early intervention, and prevention that allows officers to be at their best. I have attached our supplemental budget request submitted last year for additional information on the program.

Ultimately, we owe it to our police officers and our citizens to have officers that operate at their peak of efficiency. We are behind the fire department's initiative and they have led the way in developing and piloting this program. Physical wellness is essential within the Wausau Police Department and I am requesting you support the expenditure of \$20,000 for the PD to contract with Advanced Physical Therapy to begin as soon as possible.

I am also aware there have been preliminary discussions to have this initiative rolled out city-wide. I respectfully ask that you fund our request today so we can begin this important wellness initiative. I would be excited to see this initiative expanded city wide, but I don't want to wait for those conversations and actions to occur.

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

In discussions with Finance Director MaryAnne Groat, I understand there are a few options as to how to fund this initiative. 2019 budget surplus, health insurance reserves, and casualty insurance fund are potential funding options. If funded for the balance of 2020, I would make a budget line request for future years in the upcoming budget process.

Best Regards,

A handwritten signature in black ink, appearing to read "Benjamin K. Bliven".

Benjamin K. Bliven
Chief of Police

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



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

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

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

☐

Ongoing Sole Source – 365 days

☒

One Time Sole Source Request

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

The vendor for this request is Advanced Physical Therapy & Sports Medicine. The service provided will be an onsite physical therapist, Traci Tauferner, for 6 hours per week. The PT will be accessible to all staff at the police department. The services offered will include:

- Individual assessments on health, functional movement, and fitness
- Personalized performance enhancement programming
- Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

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

The service provided will be an onsite physical therapist, Traci Tauferner, for 6 hours per week.

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

The Wausau Fire Department has been using Advanced Physical Therapy for the past two years. They have given great feedback regarding Traci's work with their staff. In addition, numerous local police and fire department also contract with Advanced Physical Therapy for this work with great recommendations. Because Wausau Fire has piloted this program and has seen success, I do not believe it would be beneficial or appropriate to select a different vendor.

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

In 2018, we contracted with Train 4 Your Best, who provided physical fitness instruction for our staff. The program did not achieve the results we had hoped and did not feel it had great value. Because the fire department (and other local departments) have piloted this program for first responders, we feel confident in the service we will be provided from Advanced Physical Therapy.

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

The Wausau Fire Department is already under contract with this vendor as are several other local departments.

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

- ☐ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☐ Product compatibility or the standardization of a product.
- ☐ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

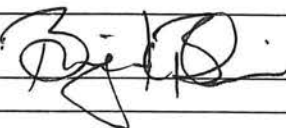
Department: Police Department

Preparer: Benjamin K. Bliven

Vendor Name: Advanced Physical Therapy & Sports Medicine

Expected amount of purchase or contract: \$20,000

Department Head Signature:



Date: 02/18/2020

Finance Director Signature:

Date:



CITY OF WAUSAU SUPPLEMENTAL BUDGET REQUEST FORM

Department: Police Department

Project/Spending Description: Wellness Program – Rehabilitation, Strength & Conditioning and Sports Medicine



Ongoing Project



Onetime Purchase/Expense

Department Priority:



Critical



High



Medium



Low

REQUESTED SUPPLEMENTAL FUNDING

EXPENSES	DESCRIPTION	FTE	AMOUNT
Personnel Services			
Contractual Services	<u>Rehabilitation, Strength & Conditioning and Sports Medicine</u>		\$20,000
Supplies and Expenses			
Building Materials			
Fixed Charges			
Capital Outlay			
Total			

REVENUES	DESCRIPTION		AMOUNT
Grants and Aids			
Public Charges for Services			
Other Revenue			
Total			

PURPOSE/DESCRIPTION OF REQUEST:

The purpose of this new Wausau Police Department program is to improve and increase the overall physical and mental wellness of our staff. The expected secondary benefits include a reduction in sick time use, a reduction in Worker's Comp. injuries, and financial savings in the treatment of Worker's Comp. injuries.

The Wausau Fire Department implemented this program for their staff and has observed the benefits outlined above.

Onsite Tactical Therapy (OTT):

The Onsite Tactical Therapy program includes injury management, early intervention and prevention. The overall goals for OTT are the following:

- Delivery of care in a timely manner
- Reduce the number of OSHA MS recordable and severity of work/personal injuries
- Reduce the ergonomic risks associated with work
- Keep workers healthy and fit
- Keep small problems small
- Reduce costs associated with insurance utilization
- Improve worker morale and culture
- Promote communication between the worker, supervisor, safety/HR, and medical community

The OTT components are:

- Individual assessments on health, functional movement, and fitness
- Personalized performance enhancement programming
- Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

The benefit results from the following:

- Prompt care when injured
- Invites 1:1 opportunity to promote a healthy path
- Decreases injury through prevention programming
- Brings healthcare to the employee
- Increases health and awareness
- Reduces common injury time-lost

SERVICE IMPLICATIONS:

Many injuries at the Wausau Police Department are due to strains and sprains; the OTT program has shown statistically that there is a reduction in this area by all of their participants. This will have a direct impact on worker compensation claims/costs and also help minimize chronic conditions. The reduction in chronic pain and discomfort is expected to positively impact job satisfaction and performance.

OUTCOMES/REVIEW: (HOW WILL YOU MEASURE SUCCESS OF PROJECT)

The outcomes, use, and savings will be measured quarterly (but can be annually).