



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 24, 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
20-0301	COUN	Minutes of previous regular meeting. (3/10/20)	Place on file
20-0311	AIR & P&R	Joint Resolution Authorizing execution of lease for Alexander Airport Park and Airport Sports Park	Approved 5-0 Approved 5-0
20-0309	CISM	Resolution Accepting Easement with Wisconsin Public Service for grading and creating a ditch at Parcel ID 076-2907-282-0967	Approved 3-0
20-0312	CISM	Ordinance Designating odd/even parking on North 10th Avenue between West Wausau Avenue and West Knox Street, Monday through Friday, 7:30 a.m. to 3:30 p.m., no parking on West Wausau Avenue between North 9th Avenue and North 10th Avenue and on West Union Avenue between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m.	Approved 4-0
20-0315	ED	Resolution Authorizing the Mayor to approve payment deferrals on existing City-provided loans to commercial properties and businesses for up to one (1) year to assist small businesses during the COVID-19 pandemic	Approved 4-0
03-1007	FIN	Resolution Approving the 2020 Community Development Block Grant Program Action Plan and the Community Development Block Grant Program 5 Year Consolidated Plan	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
20-0303		Mayor's Appointments	
19-1109	FIN	Resolution Approving the 2020 budget modification for special event staffing - Wausau Police Department	Approved 4-0
95-0617	PLAN	Resolution Adopting the updated Wausau River Edge Master Plan	Approved 5-0
		Suspend the Rules (2/3 vote required)	
20-0310	COUN	Resolution Approving City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)	Pending
20-0317	COUN	Resolution Ratifying the Emergency Proclamation of the Chief Executive Officer pertaining to the Covid-19 Pandemic and Declaration of Emergency	Pending
20-0316	COUN	Resolution Approving Agreement for the Providing of Workforce Staffing between Wausau metro area municipalities	Pending
20-0313	COUN	Resolution Approving Public Works Emergency Response Mutual Aid Agreement for use with other government entities	Pending
20-0314	COUN	Resolution Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services	Pending
03-0306	FIN	Resolution Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records	Pending

Public Comment & Suggestions

Adjournment

Signed by Robert B. Mielke, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person or by calling **1-408-418-9388**, the **Access Code is 625 452 108**. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may email leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line. Those messages received prior to the start of the meeting will be provided to the Mayor. Members of the public who do not wish to appear in person may view the meeting [live] on cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>.

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

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 10, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Robert Mielke presiding.

Roll Call

3/10/2020 6:33:06 PM

Roll Call indicated 8 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	NV
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NV
11	Smith, Dennis	NV

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

Chuck Robinson, 2221 Ridgeview Dr, spoke in support of using the old fire station for a senior center. He read a report as an update on how to prepare the building and a budget to keep costs down and to run the facility.

Consent Agenda

3/10/2020 6:39:08 PM

Motion by Martens, second by Herbst to adopt all the items on the Consent Agenda as follows:

20-0201 Minutes of the previous meeting (2/25/20)

74-1126 Ordinance of the Capital Improvement & Street Maintenance Committee Repealing and recreating Chapter 12.40 Street Excavations

18-0805 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

20-0307 Resolution Park & Recreation Committee Approving the naming of the dog park to 2 Hearts Dog Park

20-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various License as Indicated

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

97-0404

3/10/2020 6:40:06 PM

Motion by Neal, second by Nutting to adopt the Resolution of the Finance Committee Terminating Tax Increment District Number Five

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

20-0305

3/10/2020 6:40:43 PM

Motion by Herbst, second by Nutting to adopt the Ordinance of the Plan Commission Rezoning 1010 North 72nd Avenue from PUD, Planned Unit Development to DR-8, Duplex Residential-8 Zoning District

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

20-0306

3/10/2020 6:41:20 PM

Motion by Lawrence, second by Peckham to adopt the Ordinance of the Plan Commission Rezoning 107 South 68th Avenue from PUD, Planned Unit Development to SR-5, Single Family Residential-5 Zoning District

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

20-0304

3/10/2020 6:42:58 PM

Motion by Rasmussen, second by Peckham to adopt the Resolution of the Sustainability, Energy & Environment Committee Approving participation in the Wisconsin DNR Green Tier Legacy Community Program

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

Suspend the Rules

3/10/2020 6:43:24 PM

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

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

18-1008

3/10/2020 6:49:57 PM

Motion by Neal, second by Lawrence to adopt the 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

Phil Cossan, Ehlers & Associates, stated there is a change in what they are being asked to approve tonight because the bid came in with costs that were less and reduced the amount of debt being issued from \$5,120,000 down to \$5,105,000. He explained this was a short term issue that was taken out two years ago and comes due 4/01/20 when it will be paid off and replaced with this issue. This will allow time needed to put in place the final financing for both the wastewater and the water treatment facilities. He indicated they are continuing to work through those documents working through PSC requirements and DOA requirements. He noted they have allowed for some time just in case things delay so they don't have to re-issue bonds again.

Cosson reviewed the Sale Day Report, noting the Moody's rating is a MIG 1, which is how they rate short-term issues and is a very strong rating. He indicated they only received one bid from Huntington Securities at 1.362% for up to two years.

Yes Votes: 8 No Votes: 0 Abstain: 0 Not Voting: 3 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	NV
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NV
11	Smith, Dennis	NV

20-0308

3/10/2020 6:52:56 PM

Motion by Nutting, second by Herbst to adopt the Resolution of the Finance Committee Approving Municode Full Service Supplementation services to host and codify the City of Wausau code

Rasmussen stated there has been a discussion for a number of years that it would be good to have a full scale review of our Municipal Code to find things that are antiquated or out of date and our participation in the Municode process will get that job done.

Peckham questioned if this will make searching the code easier for the public and Council members. Jacobson confirmed it will be much more user-friendly and searchable for everyone.

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

18-0915

3/10/2020 6:53:49 PM

Motion by Rasmussen, second by Neal to adopt the 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.

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

Motion by Rasmussen, second by Neal to adopt the Resolution of the Finance Committee Approving the 2020 budget modification for Physical Therapy Services for Wausau Police Department

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

Public Comment or Suggestions

Chuck Robinson, 2221 Ridgeview Dr, commented he heard there were discussions regarding having a City Administrator and cautioned them if they went that route to clearly define what the administrator's job is.

Closed Session

3/10/2020 6:56:42 PM

Motion by Rasmussen, second by Nutting to convene in 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

Yes Votes: 8 No Votes: 0 Abstain: 0 Not Voting: 3 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	NV
7	Rasmussen, Lisa	YES
8	Lawrence, Linda	YES
9	Herbst, Dawn	YES
10	Thao, Mary	NV
11	Smith, Dennis	NV

Reconvened into Open Session

3/10/2020 7:08:05 PM

Motion by Rasmussen, second by Nutting to adopt the Resolution of the Common Council Approving proposed agreement for settlement of lawsuits between City of Wausau and US Bank N.A. for property tax challenges for tax years 2015-2019 (Case Nos. 16CV535 and 18CV448)

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

Adjournment

3/10/2020 7:08:35 PM

Motion by Herbst, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:08 pm.

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

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

**JOINT RESOLUTION OF AIRPORT COMMITTEE AND
PARKS & RECREATION COMMITTEE**

Authorizing execution of lease for Alexander Airport Park and Airport Sports Park

Committee Action: Airport Comm: Approved 5-0
 Parks & Rec: Approved 5-0

Fiscal Impact: Annual amount equivalent to the annual operations and maintenance costs of the Premises to be paid by in kind operations and maintenance services performed by the City.

File Number: 20-0311

Date Introduced: March 24, 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 City of Wausau is the owner of certain premises which are a part of the City of Wausau Downtown Airport (“Airport”); and

WHEREAS, these premises are not presently used by the Airport for airport purposes, and have not been in use for airport purposes since 1955; and

WHEREAS, these premises have been developed and maintained for park purposes and are named Alexander Airport Park and Airport Sports Park; and

WHEREAS, the premises have been the subject of a lease between the City of Wausau and itself to comply with State of Wisconsin Bureau of Aeronautics and Federal Aviation Administration regulations and guidelines for the non-aeronautical use of airport property; and

WHEREAS, the lease has expired and it is necessary to renew the lease for these premises; and

WHEREAS, the lease provides for a five (5) year term to commence April 1, 2020, with two additional renewal terms of two (2) years each, subject to a ninety (90) day termination provision and rent in an annual amount equivalent to the annual operations and maintenance costs of the premises to

be paid by in kind operations and maintenance services performed by the City of Wausau, such services having been valued at \$5,844.04 for Alexander Airport Park and \$9,320.13 for Airport Sports Park for the calendar year 2019, and which will vary on an annual basis depending upon changing operational needs and costs; and

WHEREAS, your Airport Committee, at their March 11, 2020, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

WHEREAS, your Parks and Recreation Committee, at their March 3, 2020, meeting recommended that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1" be approved; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the lease agreement for Alexander Airport Park and Airport Sports Park a copy of which is attached hereto and incorporated herein as "Exhibit 1."

Approved:

Robert B. Mielke, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, March 11, 2020 @ 6:00 pm., at the Wausau Downtown Airport

Members Present: Peckham (C), Rasmussen, Lawrence, Dennis Seitz, Fred Prehn

Members Excused: Smith, Doug Diny

Others Present: John Chmiel, Nathan Miller, Karl Kemper

Discussion and Possible Action Regarding the approval of Alexander Airport and Airport Sports Parks leases

Chmiel stated this item is for the renewal of the park leases, which is done every five years between the Parks Department and the Airport.

Motion by Rasmussen, second by Seitz to approve renewal of the park leases. Motion carried 5-0.

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.

4. Discussion and Possible Action Approving the Execution of Lease Agreements for Alexander Airport Park and Airport Sports Park – Alexander Airport Park and Airport Sports Park are located on property that is part of the Wausau Downtown Airport. This property is not currently utilized by the airport and has been developed and maintained for park purposes. The lease that the City had for use of this property as park property has expired. The Committee is asked to recommend to the City Council the execution of a new five year lease for these parks. **Motion** by Gisselman, second by Nutting to approve the execution of the lease agreements for Alexander Airport Park and Airport Sports Park. Motion **carried** by voice vote, vote reflected as 5-0.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this ____ day of _____ 2020 ("Lease"), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, on behalf of the Wausau Downtown Airport, hereinafter referred to as "LESSOR," and the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, the City of Wausau, on behalf of the Wausau Downtown Airport, is the owner of certain premises further described on Exhibit A attached hereto and incorporated herein which is part of the Wausau Downtown Airport; and

WHEREAS, said premises are presently not in use for airport purposes; and

WHEREAS, said premises have been developed and maintained for park purposes since 1955 and are named Alexander Airport Park and Airport Sports Park; and

WHEREAS, the City of Wausau on behalf of the Wausau Downtown Airport desires to maintain and preserve these premises for the future needs and development of the Wausau Downtown Airport.

NOW, THEREFORE, it is covenanted and agreed, between the parties as follows:

1. Term. Subject to the termination provisions contained in paragraph 9 of this Lease, LESSOR hereby leases to LESSEE the following premises described in Exhibit A ("Premises"), located in the City of Wausau, for a term of five (5) years which shall be automatically renewed for two (2) additional terms of two (2) years each unless written notice is given by either party to the other of the intent not to renew upon 30-day written notice prior to the end of the initial lease term or prior to the end of each renewal term. This initial Lease term shall commence on date April 1, 2020, and terminate on March 31, 2025, unless terminated as provided herein.

2. Fees. LESSEE shall be held liable to LESSOR, in return for the use of the Premises in an annual amount equivalent to the annual operations and maintenance costs of the Premises, such amount to be paid by in kind operations and maintenance services performed by LESSEE. Such services were valued at \$5,844.04 for Alexander Airport Park and \$9,320.13 for Airport Sports Park in 2019 and will vary on an annual basis depending on changing operational needs and costs.

3. Use. LESSEE shall use the Premises exclusively as a public park. LESSEE agrees to cooperate with LESSOR in coordinating scheduled uses of the Premises with LESSOR'S airport management activities to avoid or minimize disruption to the operations of the airport. LESSEE shall further permit LESSOR occasional use and occupancy of the Premises, including the exclusive use and occupancy of the Premises for City of Wausau public events. LESSOR agrees to notify LESSEE of such airport management activities and associated requirements or its intention to use and occupy the Premises no less than 60 days in advance of the activity or use and occupancy except in the cases of aeronautical safety and security concerns in which case LESSOR shall give such notice as is practicable under the circumstances. In the case of actual use and occupancy of the Premises by LESSOR, LESSOR shall be responsible for the associated costs of such use and occupancy by LESSOR including repair of damage occurring as a result of its use and occupancy of the Premises. All use, occupancy, maintenance and operation of the Premises by LESSEE shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws.

4. Improvements. LESSEE shall not make any improvements to the Premises without the prior written consent of the LESSOR, or engage in any use or development of the Premises which would conflict with normal airport operations.

5. Restrictions on Use. LESSEE expressly agrees to prevent any use of, or activities on the Premises which would interfere with or be a hazard to the flight of aircraft over the Premises, or to and from the airport, or interfere with air navigation and communication facilities presently or in the future serving the airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations as shown on the map attached as Exhibit B, which is hereby incorporated herein by reference as if set forth at length. All costs of complying with said height limits shall be borne by LESSEE.

LESSEE shall not create any hazard which would interfere with the use of or the safety of air traffic at the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration or the laws and regulations of the State of Wisconsin or ordinances of the City of Wausau.

6. Maintenance. LESSEE shall protect and maintain the Premises, including any improvements, in good condition and in accordance with all applicable federal, state and local laws, including but not limited to the provisions of the Wausau Municipal Code, at sole cost of LESSEE except as otherwise provided in paragraph 3.

7. Assignment. LESSEE shall not sell or assign this Lease or sublet the Premises or any part thereof.
8. Insurance. LESSEE shall insure the Premises in the same manner and in the same amounts as other park properties owned by the LESSEE.
9. Termination of Lease. LESSOR shall have the right to terminate this Lease upon ninety (90) days' written notice to LESSEE, at any time during the term of this Lease and for any reason whatsoever, such reasons including but not being limited to LESSOR's determination, at its sole discretion, that the Premises are required by LESSOR.
10. Removal of Improvements. Upon expiration or termination of this Lease for any reason, LESSEE shall have one hundred eighty (180) days after such expiration or termination to remove any and all equipment and improvements made to the Premises by LESSEE during the term of this Lease. Upon expiration of this period, any improvements not removed by LESSEE shall remain the property of the LESSOR without any cost to the LESSOR. Upon such removal, LESSEE shall repair and restore the Premises to a safe and slightly condition. Any physical alterations or improvements to the land itself, such as landscaping, changes in topography or the like shall not be removed by LESSEE.
11. Grant Assurance and State Aid. LESSEE shall comply or take all steps necessary to enable LESSOR to comply with the requirements of current and future federal grant assurances and conditions of state aid.
12. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
13. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to LESSOR, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, with a copy to the Wausau and Marathon County Parks, Recreation and Forestry Department, 212 River Drive, Suite 2, Wausau, WI 54403 and to LESSEE in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403.
14. Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease, as well as all continuing obligations will survive termination or expiration of this Lease.

15. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

16. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

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

CITY OF WAUSAU, on behalf of the Wausau Downtown
Airport (LESSOR)

BY _____
Robert B. Mielke, Mayor

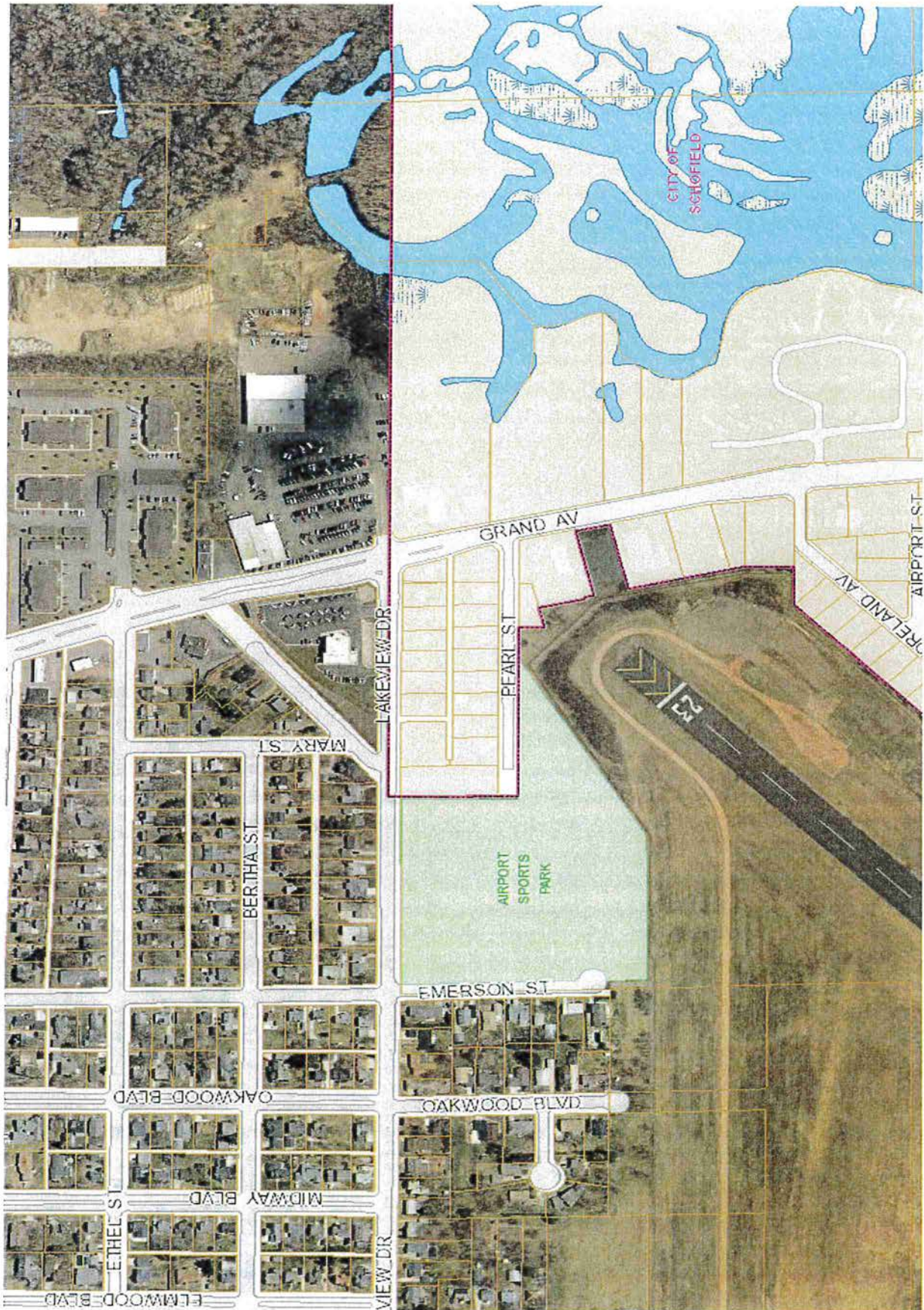
Attest:

_____, Clerk

CITY OF WAUSAU (LESSEE)

BY _____
Robert B. Mielke, Mayor

_____, Clerk





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

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

Accepting Easement with Wisconsin Public Service for grading and creating a ditch at Parcel ID 076-2907-282-0967

Committee Action: Approved 3-0

Fiscal Impact: None

File Number: 20-0309

Date Introduced: March 24, 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 City of Wausau owns property in the Town of Stettin, Parcel Identification Number 076-2907-282-0967, with a regional detention pond; and

WHEREAS, Wisconsin Public Service (WPS) owns a substation on land adjacent to said parcel; and

WHEREAS, due to the natural topography of the land, water from the north comes onto the WPS property;
and

WHEREAS, WPS has requested a temporary easement to grade on the City's parcel and a permanent easement for a ditch to swale the stormwater that naturally flows onto the Wisconsin Public Service substation; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on March 12, 2020 to review the proposed easements and recommends approval; now therefore

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

Approved:

Robert B. Mielke, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 12, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao, Lawrence (Lawrence arrived at 5:35 pm; McElhaney was excused.)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Niksich, Jacobson, Neal

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairman Gisselman called the meeting to order.

Discussion and possible action on a grading easement for Wisconsin Public Service Corporation at Parcel ID 076-2907-282-0967

This item was taken out of agenda order.

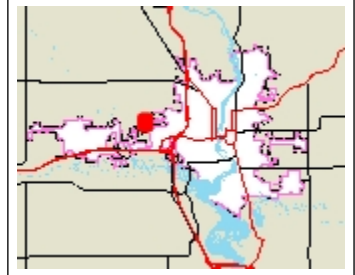
Wesolowski explained that WPS has a substation adjacent to this city-owned parcel. Due to the grade of the land, water from the north comes on the WPS property. Their substation fence is right on the property line and there is no room to grade on WPS's land. WPS would like to create a ditch on the city parcel to swale the stormwater that naturally runs off the hill. The city parcel is vacant, wooded land. This is a temporary easement for grading and a permanent easement for the ditch. The easements have been reviewed by the City Attorney.

Rasmussen moved to approve the easement for Wisconsin Public Service Corporation at Parcel ID 076-2907-282-0967. Thao seconded and the motion carried unanimously 3-0.

AGENDA ITEM
Discussion and possible action on a grading easement for Wisconsin Public Service Corporation at Parcel ID 076-2907-282-0967
BACKGROUND
WPS has requested a grading easement on City of Wausau land in the Town of Stettin. The parcel is used by the City for a regional detention pond. WPS has requested the easement to grade a ditch on the south side of the City property to prevent water from flowing onto the WPS substation. Engineering has reviewed the site and has no issues with WPS grading a ditch on City property to divert water around the WPS substation.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the grading easement
Staff contact: Allen Wesolowski 715-261-6762



Inspection Mapping System



Legend

- Right Of Way
- Stream - River



Notes

Easement

Map Created: 3/10/2020

115.38 0 115.38 Feet



NAD_1983_2011_WISCRS_Marathon_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

GRADING EASEMENT

RE #1047218

This **GRADING EASEMENT** (the "Easement") is made by **CITY OF WAUSAU** ("Grantor") to **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Marathon County, Wisconsin. (the "Grantor Parcel")

1. **Easement Area:** The Easement Area is described as a strip of land twenty five (25) feet in width (or such other widths as described hereinafter), being a part of the premises of Grantor in a part of the Northwest ¼ of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin (the "Grantor Parcel").

The location of the Easement Area with respect to the Grantor Parcel is described on the attached Exhibit "A", and made a part hereof by this reference.

Also a temporary construction easement lying adjacent to the above description being more described and shown on Exhibit "A", said temporary construction easement automatically terminates following completion of the project.

The Easement Area is adjacent to an electrical substation of the Grantee (the "Facilities") not located on Grantor Parcel.

2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to (a) remove and clear all structures and obstructions within the Easement Area or overhanging the Easement Area, such as, but not limited to, rocks, trees, brush, limbs and fences; (b) grade and reseed the Easement Area; (c) plant trees, bushes, or vegetation within the Easement Area; and (d) maintain the grade, trees, bushes, and vegetation within the Easement Area.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted. Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and the Grantor Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.
4. **Structures and Improvements:** Grantor covenants and agrees that no structures, buildings, tanks, antennas, or other improvements, obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. This includes, but is not limited to, houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Grantor further covenants and agrees, within the Easement Area, not to plant any trees or shrubs, not to place or store any flammable materials, and not to place any water, sewer, or drainage facilities or retention ponds or basins.
5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered without the prior written consent of Grantee.
6. **Reserved Rights:** After Grantee's initial grading and restoration work is completed, Grantor may use the ground surface within the Easement Area, subject to the terms of this Easement, provided that such use shall not, in Grantee's opinion,

RETURN TO:

Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

(Parcel Identification Number)
07629072820967

interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the Facilities.

7. **Restoration:** After initial construction of the Facilities, Grantee will, at a minimum, grade and reseed the Easement Area. In addition, Grantee agrees to restore or cause to have restored Grantor's land outside of the Easement Area, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, shrubs, branches, roots or other landscaping which may interfere with Grantee's use of the Easement Area.
8. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to the premises above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
9. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
10. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
11. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This _____ (is/is not) homestead property.

12. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least five (5) days to review this easement document *or* voluntarily waives the five (5) day review period.

IN WITNESS WHEREOF, the Party or Parties hereto have executed this instrument this _____ day of _____,
20____.

GRANTOR: CITY OF WAUSAU

Sign Name _____
Print Name\Title _____

Sign Name _____
Print Name\Title _____

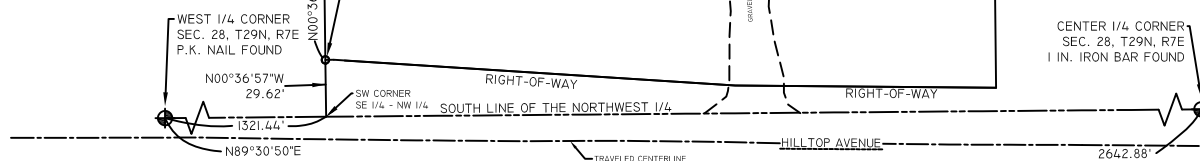
STATE OF WISCONSIN)
: SS
COUNTY)

Personally came before me this _____ day of _____, 20____ the above named

known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public Signature, State of Wisconsin

My commission expires _____



700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
Phone: 800-450-7260

County	Municipality	Site Address	Parcel Identification Number
Marathon	Town of Stettin	Hilltop Avenue	7629072820967

EXHIBIT "A"

GRANTOR PARCEL:

The parcel described in the Marathon County Register of Deeds, Recorded as Document Number 1374099, being in the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin.

PERMANENT GRADING EASEMENT DESCRIPTION:

All that part of the Grantor parcel located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the West Quarter corner (W $\frac{1}{4}$) of Section 28, Township 29 North, Range 7 East; Thence N89°30'50"E along the East-West Quarter line of said Section 28, a distance of 1321.44' to the Southwest corner of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), thence N00°36'57"W along the West line of the aforementioned Southeast quarter of the Northwest quarter of Section 28, a distance of 29.62' to the Southeast corner of lot 1 of Hilltop Acres Subdivision, recorded in Cabinet 1 on page 4B as document no. 635345, filed in the Marathon County Register of Deeds office, thence continuing N00°36'57"W along the East line of the aforementioned Hilltop Acres Subdivision and the West line of the Southeast quarter of the Northwest quarter, a distance of 285.28' to the Southwest corner of the Grantor parcel, thence N89°22'35"E along the South line of the Grantor parcel, a distance of 89.64' to the Point of Beginning (POB), thence N00°07'47"W, a distance of 12.00', thence N71°25'08"E, a distance of 42.17', thence N89°22'35"E, a distance of 220.00' to a point on the East line of the Grantor parcel, thence S00°07'44"E along the East line of the Grantor parcel, a distance of 25.00', to the Southeast corner of the Grantor parcel, thence S89°22'35"W along the South line of the Grantor parcel, a distance of 260.00' to the Point of Beginning.

Said permanent grading easement contains 6239.99 sq.ft./0.143 acres more or less.

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

Designating odd/even parking on North 10th Avenue between West Wausau Avenue and West Knox Street, Monday through Friday, 7:30 a.m. to 3:30 p.m., no parking on West Wausau Avenue between North 9th Avenue and North 10th Avenue and on West Union Avenue between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m.

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal to install signs

File Number: 20-0312

Date Introduced: March 24, 2020

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

Add ()

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

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

....

West Union Avenue

- Between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m.

....

West Wausau Avenue

- North side of the street between North First Avenue and Cherry Street
- Between North 9th Avenue and North 10th Avenue, Monday through Friday, 7:30 a.m. to 3:30 p.m.

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

....

North 10th Avenue

....

- West side of the street, beginning at the intersection with West Wausau Avenue extending north 42 feet

- Odd/even parking between West Wausau Avenue and West Knox Street, Monday through Friday, 7:30 a.m. to 3:30 p.m. Odd/even parking shall be defined as set forth in Section 10.20.030(a).

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: March 12, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao, Lawrence (Lawrence arrived at 5:35 pm; McElhaney was excused.)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Niksich, Jacobson, Neal

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairman Gisselman called the meeting to order.

Discussion and possible action on the parking restrictions in the 900 and 1000 blocks of North 10th Avenue, 900 block of West Union Avenue, and 900 block of West Wausau Avenue

Wesolowski indicated that a resident in the 1000 block of North 10th Avenue would like the restriction of no parking during school hours removed. The 900 and 1000 blocks of 10th Avenue and the 900 blocks of West Union and West Wausau are posted no parking during school hours; however, this is not in ordinance. There are parking restrictions of no parking here to corner, which are in ordinance. Staff would like to make the restrictions official and add to ordinance, or remove the signs.

Lawrence received a call from a resident in the 1000 block. She needs special services for an aging child and requested the restriction be lifted for people coming to her house.

Thao questioned school hours. Buckner explained the posting of no parking during school hours is open to debate but in general it is 7:30 to 3:30 or 4:00. If adopted they would want to create more clear definition of the hours. Rasmussen travels 10th Avenue two times a day. She has been observing where the kids are parking that do not want to pay for parking permits. The brunt of them are parking on either Stevens Drive or on Wausau Avenue, not necessarily on 10th Avenue. She feels parking restrictions on Wausau Avenue and Union Avenue need to be maintained for buses. They are not parking on 10th Avenue now. She suggested removing no parking during school hours in the 900 and 1000 blocks of 10th Avenue and change the 900 block of West Union and the 900 block of West Wausau to no parking from 7:30 to 3:30.

Peter Burek, Metro Ride, stated the parking lot at Wausau West is bigger now than it was originally. Originally it was a problem for buses as there was student parking on 10th Avenue. Metro Ride has been the beneficiary of no parking on the west side of 10th Avenue. The bus route is 10th Avenue from Bridge Street to Wausau Avenue northbound, southbound from Strowbridge to Bridge Street. To have no parking on the west side of 10th Avenue has helped their ability to function, particularly these last few years with the amount of snow. If at all possible, they would like to see parking restrictions on one side maintained.

Thao asked if there was no parking on both sides as she does not want to cherry pick. Rasmussen has not seen a problem since the school parking lot is bigger. Burek stated there are those that do not want to buy permits and park on the street. Lawrence asked if there was another option for the resident that requires the service at her home. Thao thinks about Mrs. Voss coming before CISM with the committee telling her we cannot give a permit for one individual or change policies for one or two people. She feels moving this forward would be incorrect. She would like to leave this as is with putting in the time frame. Rasmussen asked about not having the parking restriction during the summer months as this is a non-issue when school is out. Buckner added that odd/even parking would clear one side of the street.

Lawrence moved to approve odd/even parking in the 900 and 1000 blocks of North 10th Avenue during the hours of 7:30 to 3:30 and no parking in the 900 block of West Union and 900 block of West Wausau Avenue during the hours of 7:30 to 3:30. Seconded by Rasmussen and the motion carried unanimously 4-0.

AGENDA ITEM

Discussion and possible action on the parking restrictions in the 900 and 1000 blocks of North 10th Avenue, 900 block of West Union Avenue, and 900 block of West Wausau Avenue

BACKGROUND

A request to remove the parking restrictions on the 1000 block of N. 10th Avenue was received by Alderperson Linda Lawrence.

The 1000 block of N. 10th Ave. is currently signed ‘No Parking During School Hours’

Review of Posted Restrictions

Staff reviewed the existing ordinances for parking restrictions **in the 1000 block of N. 10th Ave.:**

- ‘No Parking During School Hours’ restriction is not listed in Wausau Municipal Code (WMC).
- There are restrictions in WMC related to proximity to the intersection with W. Union Ave.:
 - [no parking] *east and west side of the street, beginning at the intersection with West Union Avenue extending north 51 feet*

Staff was unable to find historical reference for the decision to post the “school hours” restriction. Speculation for the posted restriction regarded the possibility that student parking and traffic flow before, during, and after school hours may have presented an issue at the time the restriction was considered. There is also a possibility the restrictions were posted, not only for traffic considerations, but also to curb potential “off campus” issues.

Busing Activity

WATS:

- “D” route travels north from Bridge St. on N. 10th Ave. until turning west toward the high school on W. Wausau Ave. – this leg of the route is referred to as “outbound.”
- “D” route returns to the area – “inbound” – on Strowbridge St. and travels south on 10th Avenue toward Bridge St.
- Open parking may have an effect on bus travel.

School Bus:

- School bus activity related to WWHS, or to other schools, does not necessarily adhere to the WATS route and may access N. 10th Ave. from tributary streets such as W. Union Ave. and W. Wausau Ave.

Additional Information

See attached map – Appendix A – showing restrictions as posted on N. 10th Ave. between Strowbridge St. and Norton St., and on approaches to the intersection from tributary streets to N. 10th Ave.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

1. CISM consideration regarding all of the posted 'No Parking During School Hours' locations to either remove the posted restrictions or to adopt the restrictions within WMC:

- 1000 block N. 10th Ave.
- 900 block of N. 10th Ave.
- 900 block of W. Union Ave.
- 900 block of W. Wausau Ave.

If the decision is to maintain school hours provisions, then consider listing specific hours: e.g. 7:30AM to 3:30PM

2. Maintain the proximity to intersection restrictions on N. 10th Ave as posted, and as adopted in WMC:
 - East side of the street, beginning at the intersection with West Union Avenue extending south 49 feet
 - West side of the street, beginning at the intersection with West Union Avenue extending south 50 feet
 - East and west side of the street, beginning at the intersection with West Union Avenue extending north 51 feet
 - East side of the street, beginning at the intersection with West Wausau Avenue extending south 67 feet
 - West side of the street, beginning at the intersection with West Wausau Avenue extending south 68 feet
 - East side of the street, beginning at the intersection with West Wausau Avenue extending north 44 feet
 - West side of the street, beginning at the intersection with West Wausau Avenue extending north 42 feet

Staff contact: Allen Wesolowski 715-261-6762 / Lt. Cord Buckner 715-261-7803



No Parking During School Hours (both sides of street)

*x -- No Parking Here to Corner / No Parking Back to Corner
(from 10th Ave to intersection)*

"No Parking to Corner" restrictions are listed in municipal code

None of the "School Hours" restrictions are listed in municipal code

Wausau West
High School



1100

*no posted parking
restrictions in this
block*

1000



x

x

x

x

900



x

x

800

x

x



appendix A.

*-- posted parking restrictions on N. 10th
Ave. and surround*

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the Mayor to approve payment deferrals on existing City-provided loans to commercial properties and businesses for up to one (1) year to assist small businesses during the COVID-19 pandemic.

Committee Action: Economic Development 4-0

Fiscal Impact: \$0 (loan interest will continue to accrue but no payments are due during deferment)

File Number: 20-0315

Date Introduced: March 24, 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 COVID-19 pandemic has, and will continue to, have a profound impact on small businesses-especially those in the entertainment, restaurant, and craft economy sectors, and

WHEREAS, the City has a long and successful history of providing gap financing and low interest loans for the renovation of properties and support of the growth of small and craft economy businesses.

BE IT RESOLVED, by the Common Council of the City of Wausau that the Mayor is authorized to approve loan payment deferrals for any City-funded loan to commercial properties and small businesses on a case by case basis for up to one (1) year.

Approved:

Robert B. Mielke, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 Community Development Block Grant Program Action Plan and the Community Development Block Grant Program 5 Year Consolidated Plan.

Committee Action: Approved 4-0

Fiscal Impact: +\$631,717 in Community Development Block Grant Funds

File Number: 03-1007

Date Introduced: March 24, 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 drafted a new 5 Year Consolidated Plan (2020-2024) as required by the US Dept of Housing and Urban Development for the use of Community Development Block Grant (CDBG) funds, and

WHEREAS, the Citizens Advisory Committee for Community Development held public hearings and working sessions and has prepared a proposed 2020 Community Development Block Grant program funding recommendation.

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2020 Action Plan in the amount of \$631,717 for the Community Development Block Grant (CDBG) Program be approved and authorize the Mayor and appropriate City staff to complete filings and execute documents with the appropriate agencies to implement said Action Plan, and

BE IT FURTHER RESOLVED, that that Community Development Block Grant Program 5 Year Consolidated Plan (2020-2024) be approved and authorize the Mayor and appropriate City staff to complete filings and execute documents with the appropriate agencies to implement said Consolidated Plan.

Approved:

Robert B. Mielke, Mayor



Planning, Community and Economic Development

MEMO

TO: Finance Committee members

FROM: Michelle Van Krey, Community Development

DATE: March 4, 2020

RE: 2020 Community Development Block Grant Program

The Citizen's Advisory Committee for Community Development held three public hearings to receive comments on community needs, public performance and the proposed 2020 Community Development Block Grant (CDBG) program funds. On Wednesday, November 13, 2019, the Committee held its working session meeting to develop a proposed statement of objectives and use of projected funds for the 2020 Block Grant program. On February 14, 2020 the City of Wausau received notification as to what the actual allocation amount will be. Since the actual allocation was less than 10% of our anticipated planning amount, staff made the final decision as to where the additional \$51,717 allocation would go.

Enclosed are the summary pages for all the applications we received for the 2020 funding round. Also enclosed is the breakdown sheet that reflects the funding requests, the initial Citizens Advisory Committee's recommendation based on the planning amount of \$580,000 and then the final recommendations as of the actual funding amount of \$631,717. As you evaluate the recommendations and funding requests, there are a number of items to consider. This year we had funding requests totaling \$888,610. The City of Wausau's 2020 Block Grant allocation will be \$631,717. When reviewing the attached proposed program, please remember that public service activities cannot be funded for more than 15% of the \$631,717 – or a maximum of \$94,758. The recommended allocation of \$87,000 equals 13.8%

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low and moderate income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

- * Benefit low and moderate income persons
- * Aid in the prevention or elimination of slum and blight
- * Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The City of Wausau's 2020 Final Action Plan for spending the Community Development Block Grant funds has been completed and can be found on our website at:

https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2020_Action_Plan_Draft.pdf

The 2020-2024 Consolidated Plan can be found here: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2020-2024_ConsolidatedPlan.pdf

Please feel free to review the above plans and let us know if you have any questions/concerns. As a part of the Action Plan, there are several certifications in which the municipality agrees to in operating the CDBG program. Those certification pages are also attached for your review. The final plan should be submitted to HUD no later than April 14, 2020.

If you have any questions regarding the process, the proposals or funding recommendations, please call me at 715-261-6679. Thank you for your input and your continued support of this program.

2020 CDBG Program

Activity Code	Applicant/Agency	Requested	Cit. Adv. Recommended	Finance Recommend	Common Council Approval
A - 570.206	CD Administration	\$ 116,000	\$ 116,000	\$ 121,000	
ED - 570.203 (b)	McDevco - Economic Development	\$ 100,000	\$ 70,000	\$ 70,000	
H - 570.202	Homeowner Rehabilitation	\$ 65,000	\$ 45,000	\$ 45,000	
PF - 570.201 (c)	Sidewalk Installation Project	\$ 125,000	\$ 125,000	\$ 125,000	
PF - 570.201 (c)	Parks Dept - Marathon Park Playground	\$ 180,000	\$ 97,000	\$ 126,717	
PF - 570.201 (c)	Bridge Community - Community Garden	\$ 74,110	\$ 40,000	\$ 57,000	
PS - 570.201 (e)	Adaptive Communities, Inc	\$ 18,000	\$15,000	\$ 15,000	
PS - 570.201 (e)	Big Brothers Big Sisters	\$ 16,500	\$0	\$ -	
PS - 570.201 (e)	Cath. Charities - Beyond Shelter	\$ 10,000	\$10,000	\$ 10,000	
PS - 570.201 (e)	Childcaring, Inc.	\$ 25,000	\$0	\$ -	
PS - 570.201 (e)	Childrens Hospital - Triple P	\$ 25,000	\$0	\$ -	
PS - 570.201 (e)	Faith in Action - Support for Seniors	\$ 25,000	\$15,000	\$ 15,000	
PS - 570.201 (e)	Hmong American Center - Youth programs	\$ 25,000	\$0	\$ -	
PS - 570.201 (e)	Keep Area Teens Safe (KATS)	\$ 25,000	\$15,000	\$ 15,000	
PS - 570.201 (e)	North Central CAP - Hand in Hand Housing	\$ 20,000	\$15,000	\$ 15,000	
PS - 570.201 (e)	Open Door - One-on-Ones	\$ 15,000	\$0	\$ -	
PS - 570.201 (e)	WI Institute for Public Policy - LENA	\$ 24,000	\$17,000	\$ 17,000	
	Total	\$ 888,610	\$ 580,000	\$ 631,717	\$ -

\$ 631,717

Note: Public Service funding cannot exceed 15% of grant amount \$ 94,758

P.S. - Public Service Cap 15%

Administration Cap 20% \$126,343.40

Left to Fund \$ -

PS Left to Fund \$ 7,758

Code Definitions:

A Administration/Planning
C Clearance
ED Economic Development
H Housing
PF Public Facility
PS Public Service
SB Slum & Blight

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for special event staffing - Wausau Police Department

Committee Action: Approved 4-0

Fiscal Impact: not to exceed \$135,000

File Number: 19-1109

Date Introduced: March 24, 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: \$135,000</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 Wausau Police Department recommends additional staffing and large community events; and

WHEREAS, the staffing would be a combination of community service officers, police overtime and staffing from other agencies; and

WHEREAS, funding would come from 2019 carryover funds; and the department would include these costs in the 2021 budget; and

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

Increase	Community Service Officer Wages	110-33091250	\$	60,000
Increase	Overtime/Comp Pay - Patrol	110-36091350	\$	75,000

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, March 10, 2020 @ 5:45 pm., Council Chambers

Members Present: Rasmussen, Martens, Nutting, Lawrence

Members Excused: Smith

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

Discussion and possible action on approving the budget modification for special event staffing \$135,000

Rasmussen indicated Public Health & Safety Committee had a discussion regarding the proper staffing level for special events. Some events are drawing crowds in excess of 10,000 and responding to emergencies either on the site or within the neighborhood is a challenge. She stated Deputy Chief Barnes did some research and presented the committee with a plan whereby the CSO program can be infused with additional people, as well as secure the services of some retired, experienced law enforcement officials who can mentor those CSOs.

Chief Bliven stated the overriding issue is safety at our community events and an evaluation showed us to be woefully understaffed at these events. He commented the Balloon Rally/Rib Fest attracted 20,000 plus people at any given day and only a couple police officers and CSOs. He stated those events not only need to be staffed, but also do emergency action plans and work with emergency management. He indicated they are recommending a three-tier plan, which is to 1) hire additional Community Service Officers for these events to help the sworn staff members to manage the crowds, direct traffic, and respond to emergencies and incidents; 2) additional part-time officers to help Lt. Melinda Pauls to be responsible for the training, mentoring and oversight of the CSO; and 3) raising the amount of sworn staff that are at these events.

Bliven noted last year they received an overtime grant through the state that we used to raise our staffing levels at events, however, the state has cut that grant so we don't have it for this year. He indicated they currently don't have police budget funds either. There is ability to use some on-duty staff for events, but not nearly to the level that they should be.

Rasmussen suggested finding funds from departmental surplus, cost savings within other areas which we could reutilize as a one-time budget correction, expecting that we would see a line-item budget request in the 2021 budget. She wanted to have a future committee discussion about the possibility of using room tax in 2021. *Discussion followed.*

Groat stated this will have an on-going impact and generally we don't like to use one-time transfers for on-going expenses, but given that we would look to revamp room tax in 2021, a portion of the profit for 2019 could be used to fund this.

Motion by Nutting, second by Martens to approve the budget modification for special event staffing in the amount of \$135,000 from the 2019 surplus. Motion carried 4-0.

RESOLUTION OF THE PLAN COMMISSION

Adopting the updated Wausau River Edge Master Plan.

Committee Action: Approved 5-0

Fiscal Impact: None.

File Number: 95-0617

Date Introduced: March 24, 2020

WHEREAS, the City's first River Edge Master Plan was adopted in 1995 and provided the foundational guidance for trail development along the Wisconsin River; and

WHEREAS, the City has continued to invest in the key trail connections highlighted in the plan including completing integral links along the East Riverfront/Riverlife Area in 2018; and

WHEREAS, the City invested a record amount of resources in professional planning in 2018 and 2019 developing a new master plan for the Wausau Business Campus, a vision plan for the North Riverfront area, market studies of the Wausau Center Mall, area plans for the South Riverfront and Towers Area of Downtown, and undertake an update of the original River Edge Plan; and

WHEREAS, the City underwent a public planning process in collaboration with Graef Inc. which included many stakeholders including public feedback sessions in the community and informational sessions with users to develop an updated plan document which highlighted new focus areas and best practices; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby adopts the updated Wausau River Edge Master Plan and encourages steps toward its continued implementation.

Approved:

Robert B. Mielke, Mayor

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.

Discussion and possible action on River Edge Master Plan Update.

Sippel said that the original plan was adopted in 1995 and the process to update the plan started in 2018. In order to identify goals, the progress was evaluated, priorities were revisited and potential developments were determined. The proposed plan includes maps showing opportunities for updates along the River Edge Trail. There currently are connectivity issues and connections for the issues are looked at in the plan. The river is a big barrier to the trail system and the plan identifies an additional bridge. The last part of the plan is for lighting, markers and maps to enhance the trail.

Gisselman asked if the Parks Department would be responsible to carry out the plan. Sippel said that everyone is responsible. Lindman said that the plan starts in the Planning Department as they apply for grants. The Engineering Department makes sure to include the plans in the projects, but the plan will be included in various departments.

Brueggeman motioned to approve the River Edge Master Plan. Peckham seconded.

Peckham said that he is very impressed with the thoroughness of the plan and asked if there is any federal funding available. Sippel said that he does not know, but will find out.

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



The River Edge Parkway

2020 MASTER PLAN UPDATE

DRAFT

February 4, 2020

Adopted:



ACKNOWLEDGMENTS

City of Wausau Planning Staff

Bradley Sippel, AICP
Christian Schock, AICP, LEED AP
Brad Lenz, AICP

Wausau & Marathon County Parks, Recreation & Forestry

Jamie Polley

Bicycle & Pedestrian Advisory Committee

Kevin Eichelberger
Andrew Plath
Paul Kaczmarlwoski
Paul Kage
Tyler Wildman
Gary Gisselman
Pat Peckham

Plan Commission

Robert Mielke
Eric Lindman
Pat Peckham
Gary Gisselman
Ron Zahrt
Andrew Brueggeman
Bruce Bohlken

City Council

Patrick Peckham
Michael Martens
David Nutting
Tom Neal
Gary Gisselman
Becky McElhaney
Lisa Rasmussen
Linda Lawrence
Dawn Herbst
Mary Thao
Dennis Smith

GRAEF Planning + Urban Design

Tanya Fonseca, AICP
Danya Littlefield
Pat Skalecki, P.E., LEED AP
Christine Pichler, P.E.
Andre Ost, P.E., PTOE
Kevin Wood, P.E., S.E.

Images not sourced are taken by GRAEF team or City staff members.



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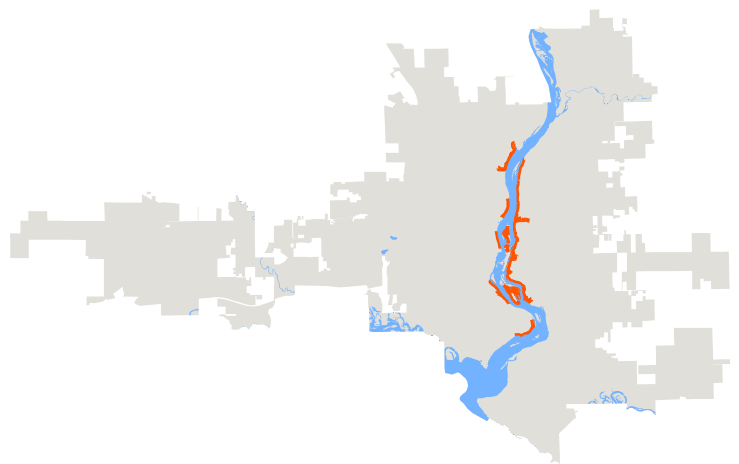
Image Credit: Andrew Plath

Introduction & Context



Wausau is a city built along and surrounding the Wisconsin River. Historically the Wisconsin River has been the focus of many cultural, economic and social activities throughout Wausau. American Indians, fur traders and loggers used the river for transportation. Later, saw mills relied on the river for power as well as moving logs and finished products to markets. As the sawmills were replaced by paper mills, the transportation use diminished and the river became a source for hydroelectric power. A byproduct of commercial and residential development was the discharge of pollution to the river.

Throughout most of the river's history, it provided sport and recreational opportunities for the people who lived along its banks. However, when pollution reached extremely high levels in the 1950's and 1960's, residents were repelled by dirty water and noxious odors. Few sought out the river for recreation. After the paper mills and municipalities developed pollution abatement systems in the late 1960's and early 1970's and water quality showed dramatic improvement, interest in the river's recreational potential returned. Out of this interest, the City established the Wausau River Edge Commission in 1974.



The ordinance creating the Commission identified the following purpose:

- » *The Commission shall study the river within the City, with particular emphasis on its immediate edge and islands. The Commission shall include in its studies present and projected future uses of the river within the City, including but not limited to industrial, mercantile, recreational and aesthetic.*
- » *It shall, after such study, prepare and where permitted by law implement its proposals, plans and recommendations for the river.*

In establishing the Commission's duties, the Common Council made an important observation about the river which is noteworthy:

- » *"The Common Council finds the river to be a natural resource of great value, present and future, to the City and its citizens."*

Thus, formal groundwork for focusing more extensive municipal attention on the importance of the Wisconsin River was established in 1974.



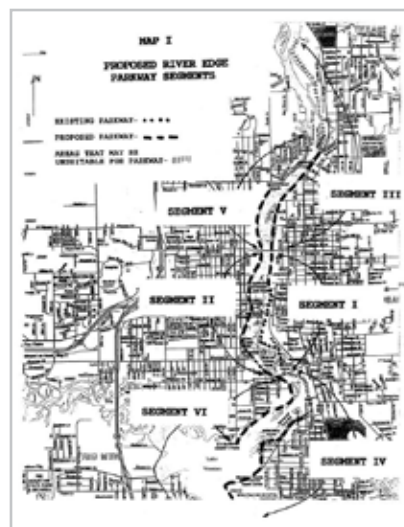
This Plan is an update to the City's prior River Edge Master Plan, which was adopted in June 1995. The 1995 plan laid the foundation for future bike route and trail development within the City. The plan identified short- and long-term strategies for improving public access to the City's most important natural resource – the Wisconsin River. Emphasis was placed on establishing trail connections to existing points of interest within the city and to adjacent communities and trail systems.

The River Edge parkway is intended to physically link the parks located along the river by improving pedestrian and bicycle facilities in the community. Most of the recommendations focus on the continued development of the River Edge Parkway along both banks of the Wisconsin River, which would be completed over the course of 20 to 30 years. The corridor includes portions of the City bordering both banks of the Wisconsin River, up to three city blocks deep in some cases, in order to provide safe and convenient connection.

Central to the parkway's concept is a web of walkways and multi-use trails, a network that reaches from City limit to City limit through the corridor and along the river wherever physically possible, including across bridges and islands. The trail network is a conduit for alternative transportation, allowing bicycle, pedestrian, and other non-motorized modes of travel access to and from residential and commercial areas throughout the corridor. The trail also connects existing parks along the river edge.

Though the trail system is beloved and used often by many residents of the City of Wausau, other residents are not aware that the trail exists just a few blocks away from where they live. This plan seeks to provide a vision for the trail's physical development, as well as recommendations for increasing its visual presence in the community.

“This plan seeks to provide a vision for the trail’s physical development, as well as recommendations for increasing its visual presence in the community”



▲ Map I from the 1995 River Edge Master Plan identified parkway segments along the Wisconsin River

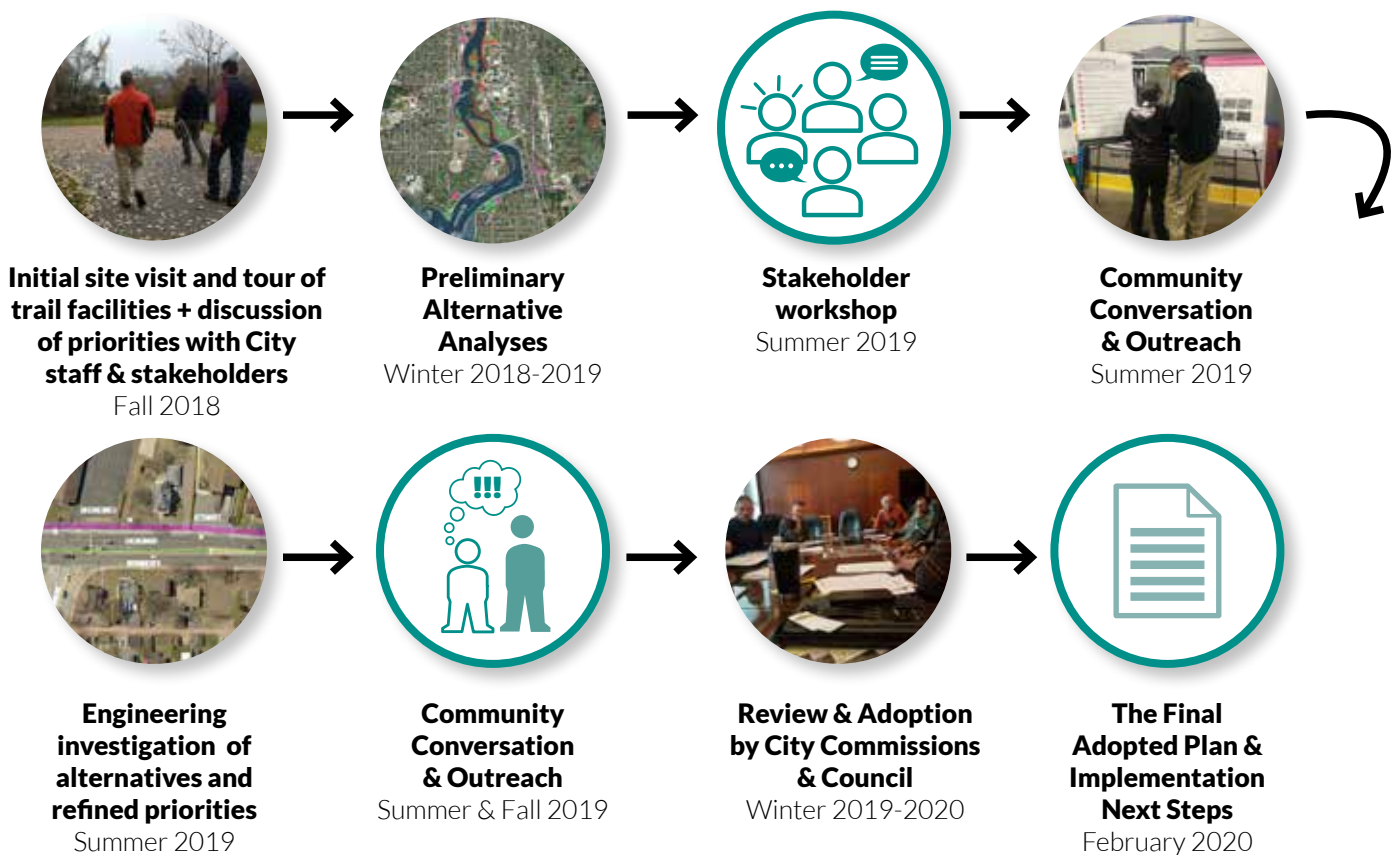
3.75 miles of the 7 total miles of trail have been added to the River Edge Parkway since the 1995 plan was published

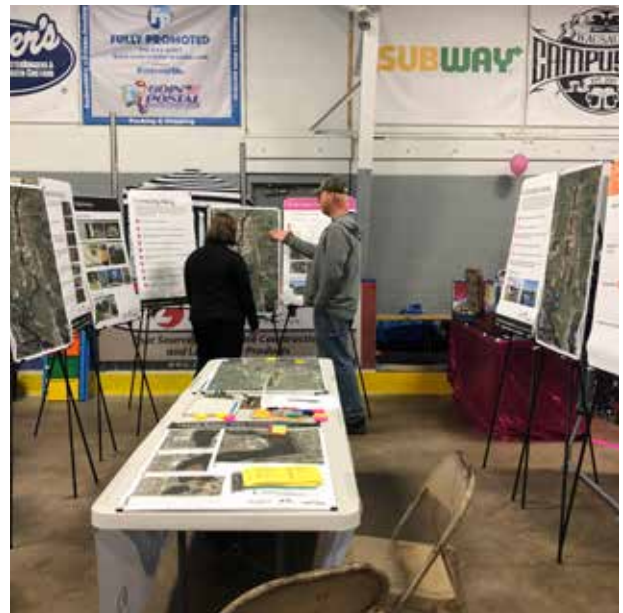
The Planning Process

The City of Wausau began the process of updating the River Edge Master Plan in the Fall of 2018 with a series of site visits and stakeholder interviews alongside a consultant team. From Fall 2018-Fall 2019, the City, stakeholders, and the consultant team engaged with community members about desires and priorities, completed site investigations and engineering studies of focus areas, and researched alternatives and options for Wausau's trail network.

Planning Meetings:

- » October 26, 2018 – Kick Off: Bicycle & Pedestrian Advisory Committee
- » February 25, 2019 – Bicycle & Pedestrian Advisory Committee
- » June 14, 2019 – Bicycle & Pedestrian Advisory Committee
- » June 14, 2019 – Public Open House
- » July 29, 2019 – Bicycle & Pedestrian Advisory Committee
- » September 17, 2019 – Public Open House
- » October 8, 2019 – Public Open House
- » November 25, 2019 – Bicycle & Pedestrian Advisory Committee
- » December 2, 2019 – Park & Recreation Committee
- » February 18, 2020 – Plan Commission
- » February 25 – City Council Adoption





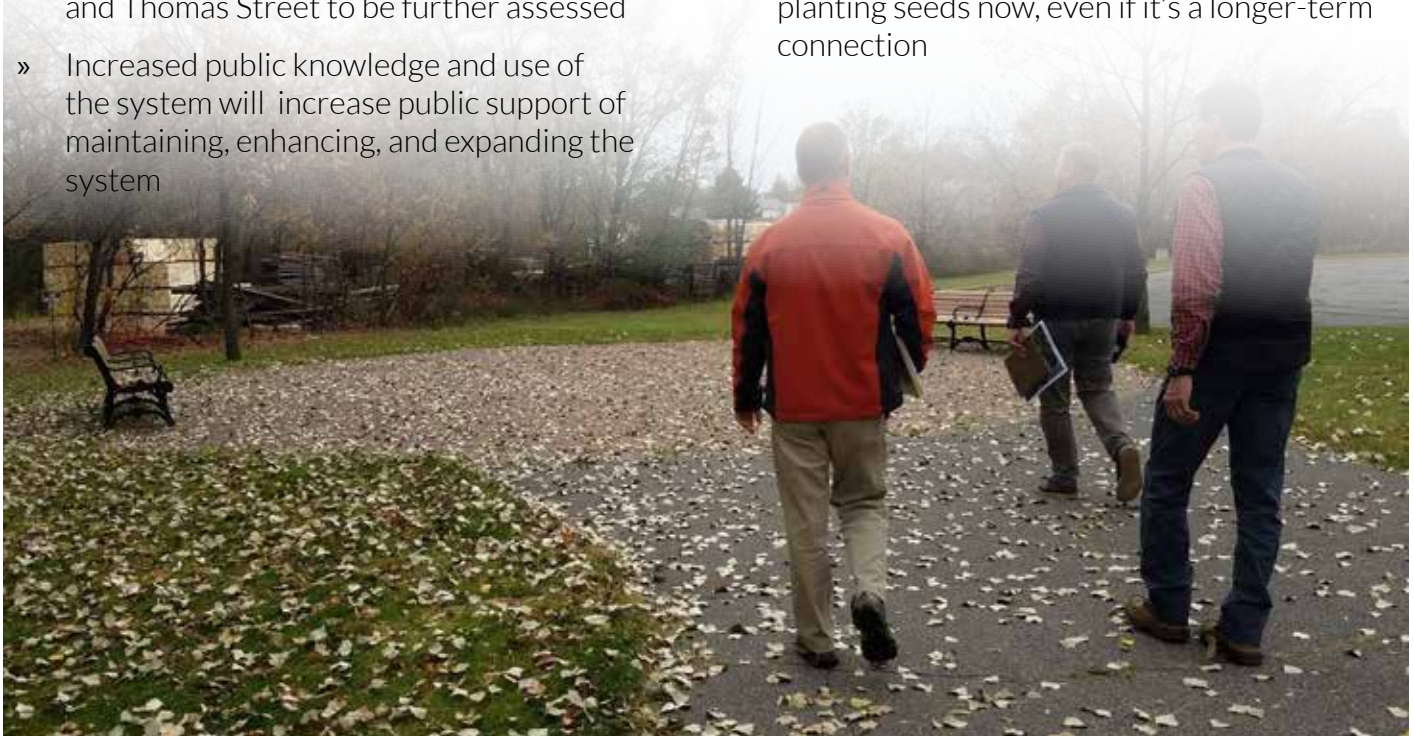
Throughout the planning process, priority areas for physical improvement came into focus; these sites are examined in greater detail in the plan that follows, and next steps are outlined for each. Community members expressed appreciation for the trail network in Wausau, and a desire for greater regional connectivity to other trails. They also identified areas where safety on the trail was a concern, either because of lack of lighting, isolation (such as on Barker-Stewart Island) or difficult road crossings (such as on Washington Street just south of Kickbusch Plaza).

Residents in the southeastern neighborhoods and the western neighborhoods felt disconnected from the trail network, and some residents were unaware of existing trail segments on the western river bank.

Priorities Shared by Community Stakeholders:

- » Increase knowledge of the trail system – wayfinding signage, map brochures, map kiosks, online information, media
- » Closing the gaps on the west side of the river
- » Creating a safe connection to the southern neighborhoods
- » Create a safe river crossing on an existing bridge – Slough & Falls bridges, Bridge Street, and Thomas Street to be further assessed
- » Increased public knowledge and use of the system will increase public support of maintaining, enhancing, and expanding the system

- » Improve safety on the trail - wayfinding, emergency buzzers, location identification signage for emergencies, guardrails in steep sections
- » If a trail/boardwalk is created south of Thomas Street bridge on the east side of the river, consider having the trail/boardwalk go under Thomas Street if possible
- » Consider an enhanced path/trail from the intersection of Sturgeon Eddy Road and Kent Street, east on Kent Street, south on Marshall Street, and down Lake View Drive heading east
- » Improve connection from DC Everest Park to playground further north on Cleveland Avenue
- » Address the blind spot on Prospect Avenue designated bike route at railroad crossing and Single Avenue/Floral Avenue
- » G - Work with the FAA about a primitive trail around the airport (coordinate about whether the trail will need to drop or be in a culvert for increased aircraft safety) - natural 10' trail
- » Mobilize volunteer help for trail along airport, and other areas to do trail making/maintenance, or fundraising
- » Easement conversations with all property owners in the trail gaps - begin planning and planting seeds now, even if it's a longer-term connection



Connecting Along

This diagram shows the current gaps in the River Edge Trail and how the trail might be connected along the banks of the Wisconsin River along with suggestions for how those gaps might be connected to the existing trail to form a loop in downtown Wausau. Trail extensions and connections could be accomplished in a variety of ways. Check out the following boards for more ideas.

- A** Extend bike route north of Schofield Park
- B** Extend bike route north along the east side of the river to Gilbert Park
- C** Connect the trail north from Bridge Street past Graphic Packaging (see Focus Areas board)
- D** Connect the trail segments past MBX Packaging (see Focus Areas board)
- E** Develop an on-street two-way bike connection along 1st Ave
- F** Complete River Edge segment south of Thomas Street to the Waste Water Treatment trail
- G** Extend the trail around the airport to the south
- H** Formalize the Prospect Avenue and the Pine Grove Cemetery route with enhanced bicycle facilities
- I** Create a loop to the south around the Eastbay Sports Complex (connecting with the City of Schofield)
- J** Connect the west side of the trail to DC Everest Park



Did we miss any priority connections? Use a pink post-it to mark it on the map!

A Connection Across

This diagram shows the possible options for an enhanced or new designated pedestrian and bike connection across the Wisconsin River. Current river crossing points are few and constrained, limiting bicycle and pedestrian movement throughout the downtown loop of the River's Edge Trail. One of the top priorities for the future of the trail is to develop a safe river crossing that will allow greater movement throughout the trail network.

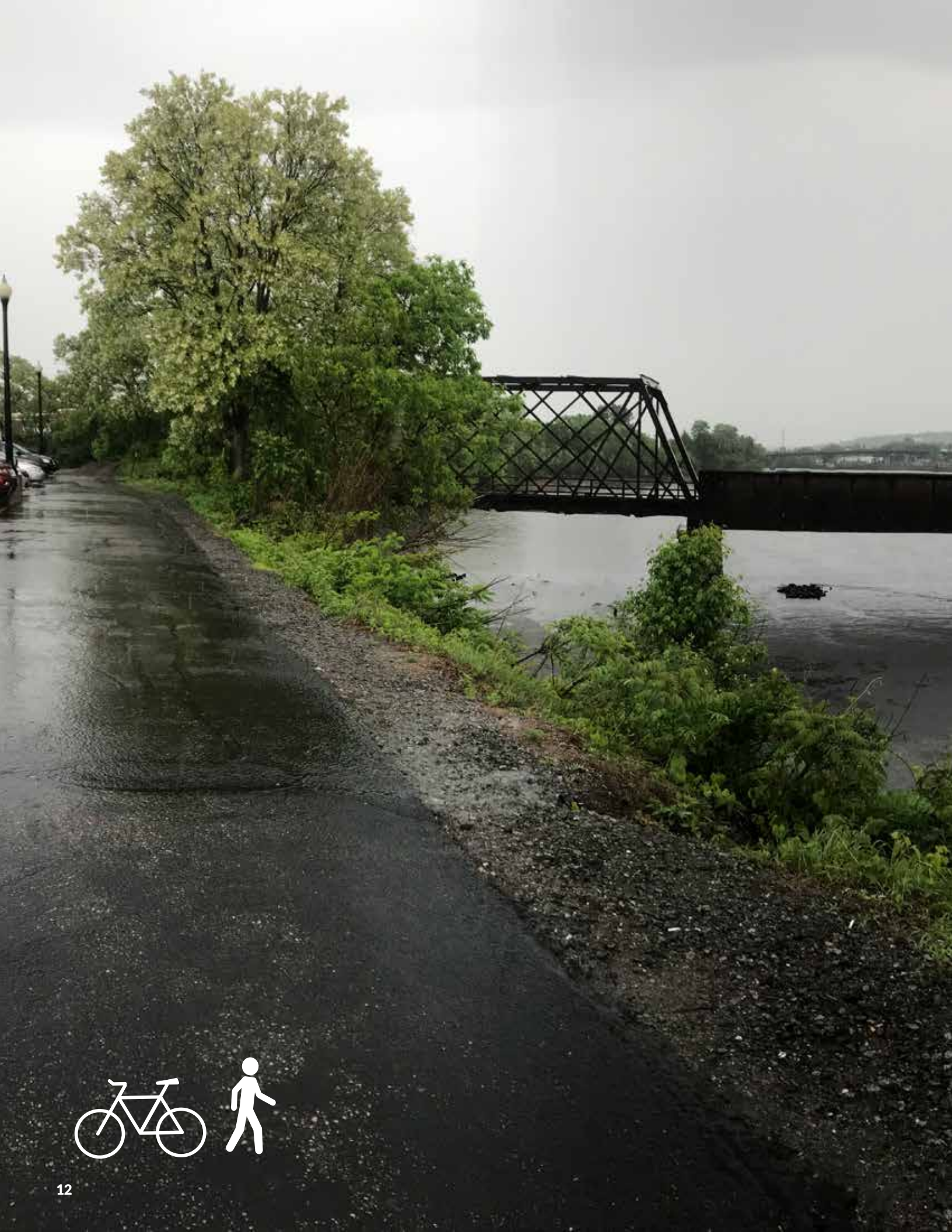
- A** New northern pedestrian bridge connection to Schofield Park
- B** Safe connection across the Bridge Street bridge
- C** Conversion of existing railroad bridge to a bicycle/pedestrian bridge from Stewart Island (long-term possibility)
- D** Safe connection across Falls & Slough Bridge at Stewart Avenue
- E** Two-way bike and pedestrian connection across the Thomas Street Bridge
- F** New southern pedestrian bridge connection from the south end of the waste water treatment plant portion of the trail to Memorial Park

potential bridge types



Where should the trail cross the river? Use an orange post-it to mark it on the map!





Vision & Goals

Wausau has always had big dreams for the Wisconsin River Corridor. The last River Edge Master Plan document identified a detailed vision for what the corridor would look like in the next 20-30 years, including development that blends

harmoniously with the natural environment along the river, and a connected trail system along the river edge and across the bridges.

The City of Wausau envisions a River Edge Parkway that connects people to the river, to the city, and to each other as pedestrians, cyclists, and neighbors.

Through the planning process, the River Edge Master Plan team identified the following fundamental goal statements for the future of the River Edge Parkway network in Wausau. The recommendations of the plan stem from

these statements and are based on information from stakeholders and community members, helping to ensure that the trail develops in a way that most benefits Wausau's residents.



Access to
the Trail and
River for All



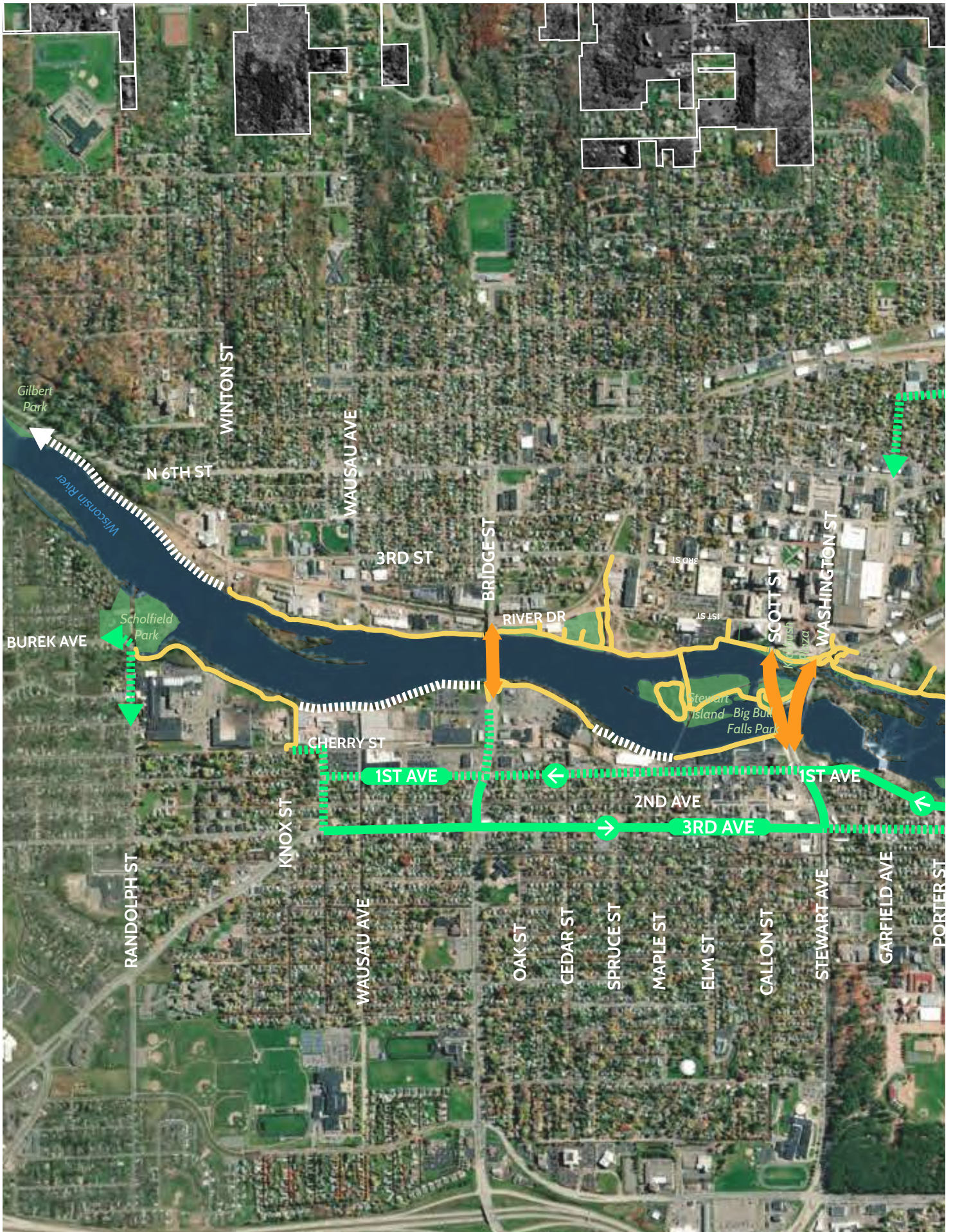
Views and
connection to the
Wisconsin River



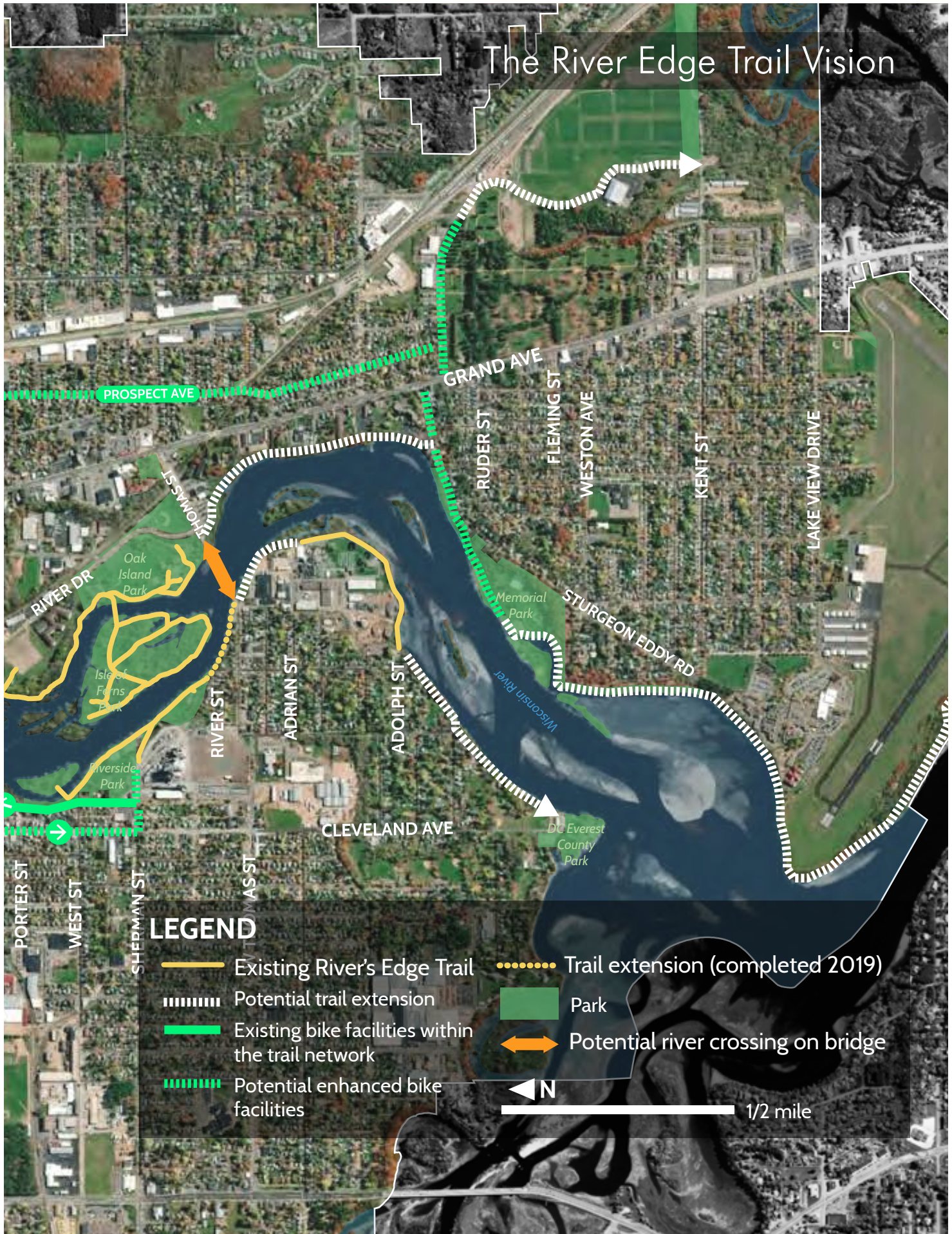
A complete
and connected
trail network

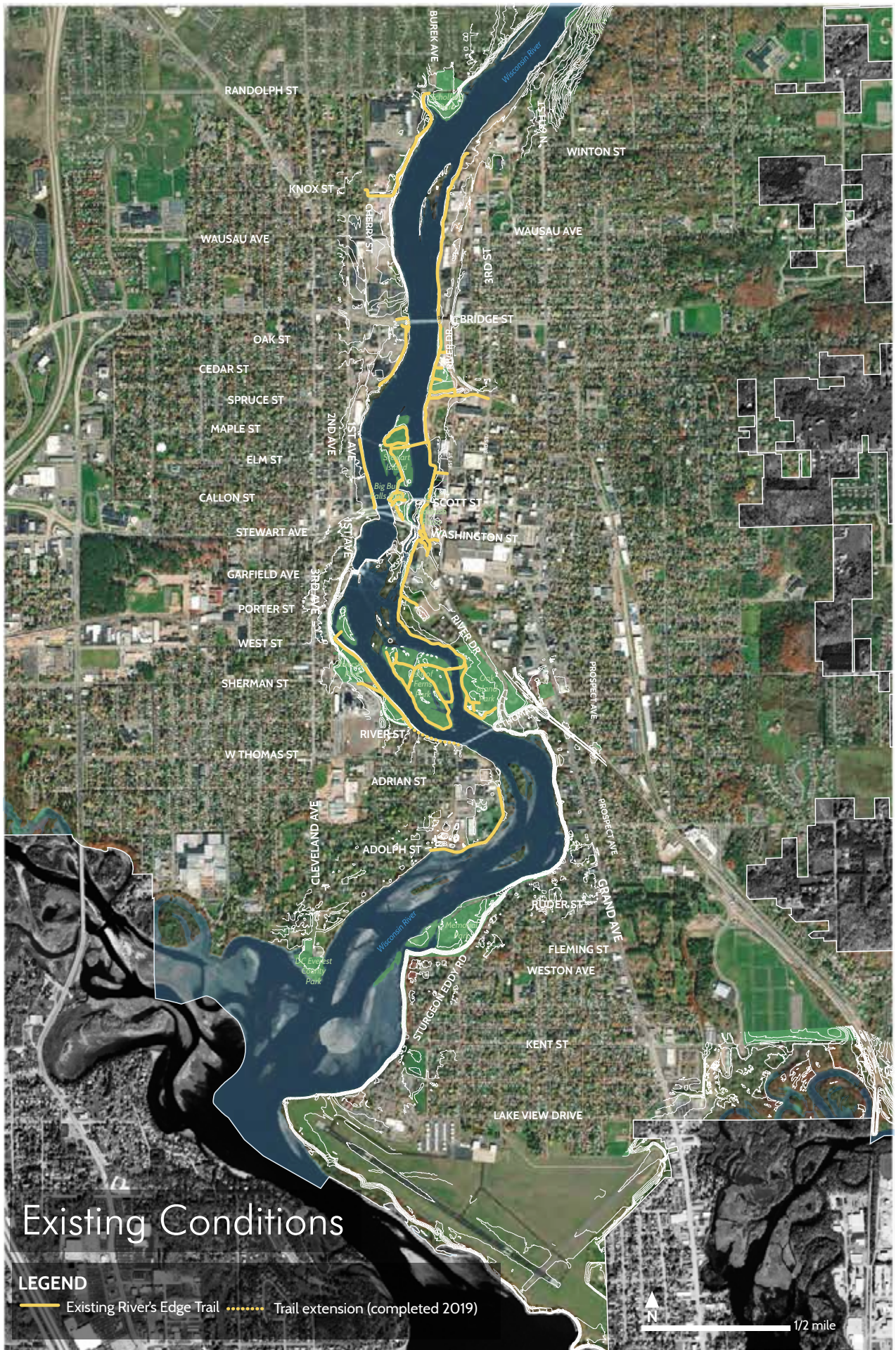


Safety along the
trail for bicyclists
& pedestrians



The River Edge Trail Vision





Existing Conditions

The seven miles of existing River Edge Parkway represents a major accomplishment for the City of Wausau. Community members enjoy walking with their family from park to park on the eastern edge of the river, connecting to downtown and to the newly developed Riverlife Park. Trail improvements south of Bridge Street on the western waterfront provide opportunities for visual connection to the river as well as accessibility to the trail for those with mobility needs.

Throughout the planning process, the project team heard time and time again from parents

who love using the trail with their children, and adults who use the trail and parks for exercise and recreational purposes in addition to commuting by bike or by foot.

The trail on the western edge of the Wisconsin River corridor in Wausau weaves in and out of industrial development, and is not continuous along the river edge. Accessibility and visibility of the trail segments are also challenges along the western river edge. The gaps in the western trail segments are identified and prioritized on pages 20 & 21 in the **Connecting the Gaps** section of this plan.



Updated signage marks some of the access points along the River Edge Parkway, though not every access point is marked with signage.



Current trail and road conditions provide a safety concern along some sections of the trail and on-street connections. At the far left, the River Edge Parkway crosses a railroad at grade at Cherry Street. At near left, ongoing construction on 1st Ave prevents current bicycle traffic, but will eventually include a dedicated bike facility going northbound.

Some trail access points were hidden or inaccessible to the public, such as this example in the Riverside Plaza Shopping Center parking lot.



Some trail access points are visible, but not physically accessible to those in wheelchairs or to cyclists, such as this entrance at the southern end of Riverside Park.

Other trail access points are visible, but are not clearly marked as part of the River Edge system with signage, nor are they paved, such as this section of trail around the edge of the waste water treatment plant.



Some sections of the River Edge Parkway are gravel paths and packed dirt, such as the pathways on Isle of the Ferns. These areas of the trail network are well-loved by the community for their more “rustic” nature, with many residents and stakeholders referring to them as the most scenic parts of the trail. However, these sections are also prone to flooding in some seasons and are not wheelchair accessible.



This map shows all of the access points to the River Edge Parkway trail and trail segments, based on field observations and community engagement.



Existing River's Edge Trail

Park

..... Planned trail extension (2019)

 Trail access point



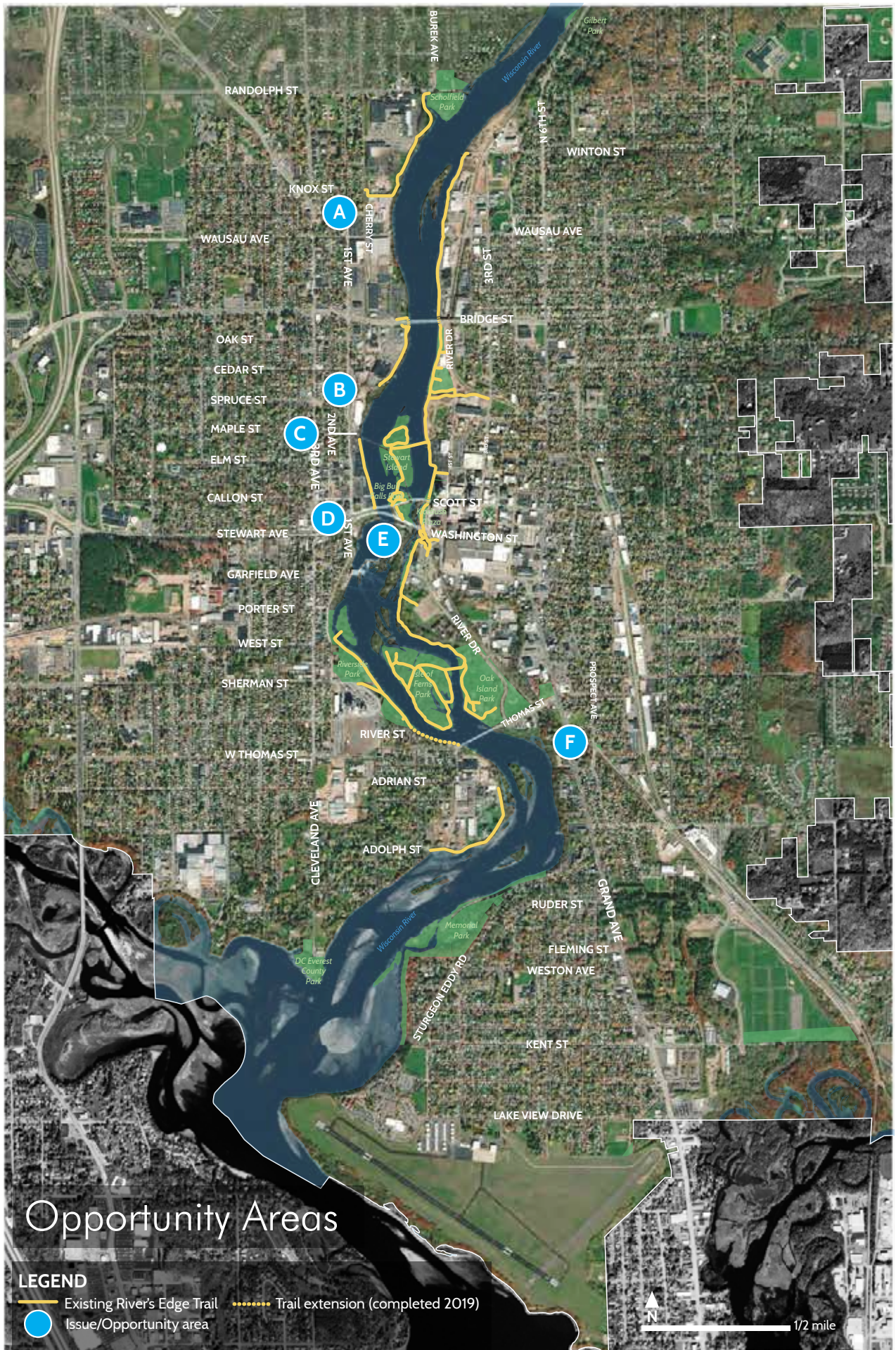
Project Highlight: Riverlife Park

In 2017, the newest section of Wausau's River Edge Parkway opened, called the Riverlife Park. The park was designed to complement new and future commercial and residential development along this part of the eastern riverfront, and incorporates a daylit creek (above), as well as seating areas (left) and water access points (below left). In summer 2019, the newest element of this part of the River Edge Parkway was opened - a large playground element situated just under the Bridge Street bridge.





Image Credit: City of Wausau



Opportunity Areas

The map at left identifies several areas where the existing trail conditions present significant opportunities for improvement. Isolated segments of trail that don't connect to a sidewalk or bike route, unclear trail access points, and dangerous intersections are identified, providing a summary of some of the highest-priority locations for improvements and investment.

Most of these opportunity areas are further explored in the Focus Area pages beginning on page 28. Other recommendations that address each of the opportunity areas are found on the following pages.

A



Current trail access point crosses railroad tracks at Cherry Street, creating a safety issue

D



Challenging intersection at Stewart Avenue and S. 1st Avenue limits north/south connectivity

B



Trail dead-ends south of Pick n' Save with no connection

E



Trail crosses Washington Street Bridge on the eastern river edge across three lanes of traffic in an uncontrolled crossing

C

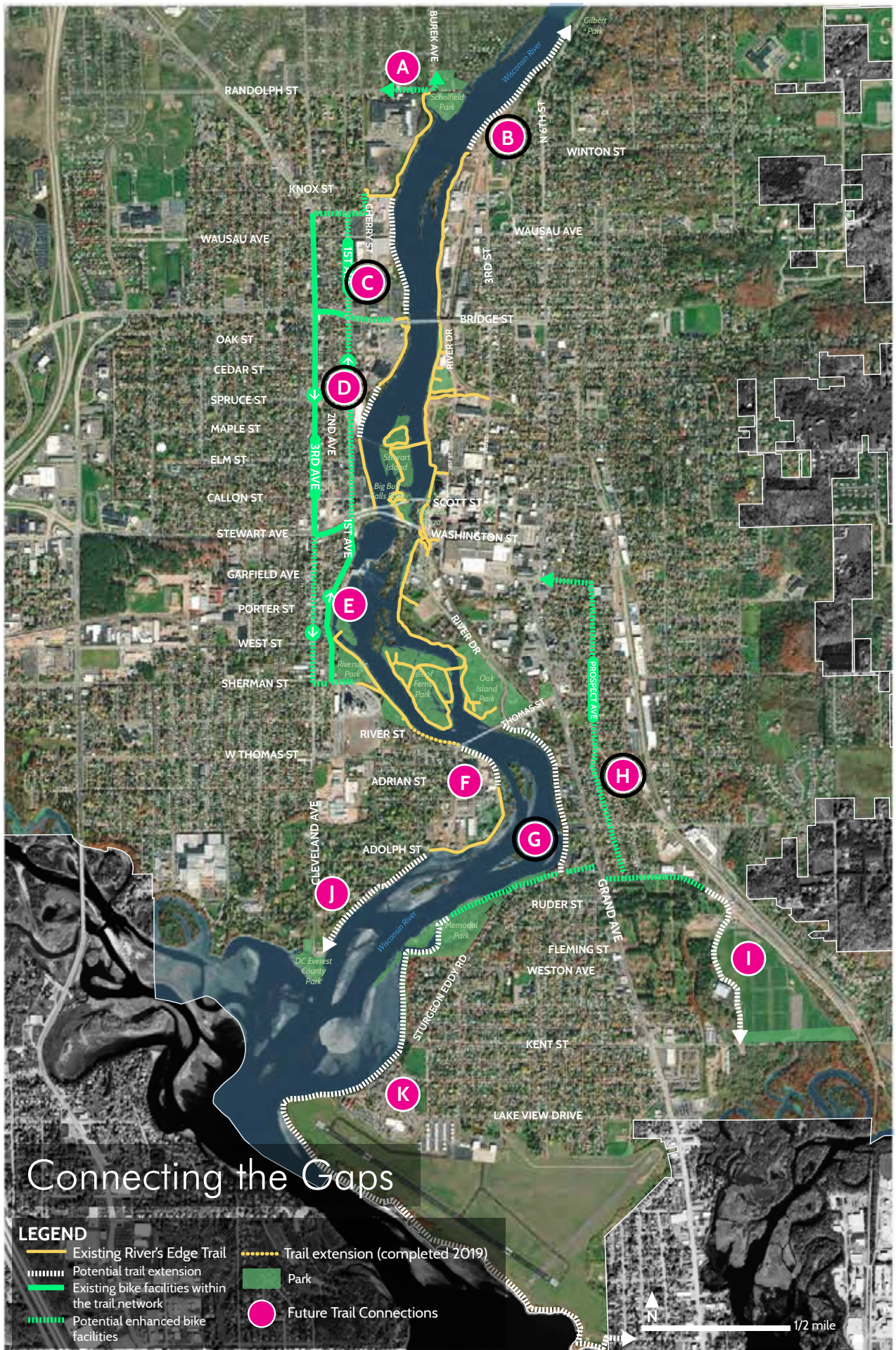


Trail connection in the Riverside Plaza Shopping Center parking lot is unmarked and difficult to find

F



Grand Avenue is a desirable bike connection for the southern neighborhood, but has physical constraints and high automobile traffic



Connecting the Gaps



This diagram shows the current gaps in the River Edge Parkway trail system and how the trail might be connected along the banks of the Wisconsin River. Suggestions are given for how those gaps might be connected to the existing trail to form a loop in downtown Wausau.

allowing the City of Wausau to make the trail network more accessible to more residents. As with all of the identified priority connections, focus area projects could be accomplished in a variety of ways. Potential options and recommended alternatives are identified on the following pages.

Through the planning process, the team identified four focus areas in terms of trail extension within the planned network. These focus areas represent near-term priority projects for trail expansion,

A  indicates a focus area project on the map and key below. See more about focus areas on page 24.

-
-  **A** Extend bike route north of Scholfield Park
 -  **B** Extend bike route north along the east side of the river from Winton Street to Gilbert Park
 -  **C** Connect the trail north from Bridge Street past Graphic Packaging
 -  **D** Connect the trail segments past MBX Packaging
 -  **E** Develop an on-street two-way bike connection along 1st Ave in the long-term, in the short term use 3rd Ave as a south-bound route
 -  **F** Complete River Edge segment south of Thomas Street to the Waste Water Treatment trail
 -  **G** Extend the trail along the river from Sturgeon Eddy Road to Thomas Street & Oak Island Park
 -  **H** Formalize the Prospect Avenue bicycle boulevard route with enhanced bicycle facilities as a short-term connection to downtown for the southern neighborhoods
 -  **I** Create a segment to the south around the Eastbay Sports Complex (connecting with the City of Scholfield)
 -  **J** Connect the west side trail to DC Everest Park
 -  **K** Connect the trail around the airport to the south

E The gap in the trail network between Stewart Avenue and Riverside Park on the western river edge is an especially difficult one to address given the existing physical constraints in that section of the trail.

In the short term, the City of Wausau should focus on incorporating 1st Avenue and 3rd Avenue into the official River Edge Parkway bike route. 1st Avenue is a one-way northbound road that is currently under redevelopment, and the new on-street bicycle facility that is being added there will also be one-way northbound. South 3rd Avenue will have to be incorporated into the River Edge Parkway network as a short-term south-bound bike connection between Stewart Avenue and Riverside Park. Two-way pedestrian connection is available along the sidewalk on the western edge of 1st Avenue.

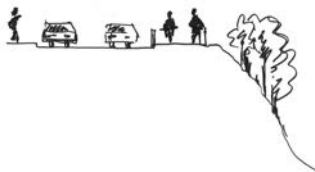
In the longer-term, the City of Wausau should explore the possibility of retrofitting a two-way bicycle facility along 1st Avenue as the official River Edge Parkway connection for this gap in the network. This will be challenging due to the constrained roadway size in some locations, but a path alongside the street at the top of the river bluff here may be possible.

A two-way bicycle formation on-street or at the top of the river bluff is preferable to a connection closer down towards the river in this area because the Wausau Hydro plant severely limits the possibility of a trail connection along the water's edge south of Stewart Avenue.

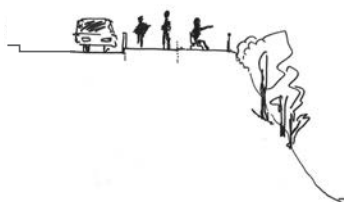
H The designated bicycle route on Prospect Avenue should be further enhanced and formalized as a bicycle boulevard – a low-speed street that is optimized for bicycle traffic. Refer to pages 54-56 for on- street connection options.

Trail Typologies: Along the River Edge

Several different relationships between rivers and trails are possible. A few of these can be seen in the River Edge Parkway system. All of these options were explored as part of this planning process.



Shared path / two-way bike lane alongside street at the top of the bluff



Viewing and seating rest area on top of bluff next to shared path / two-way bike lane



Partially at-grade, partially cantilevered trail on top of bluff (or partway down the slope)



Boardwalk multi-use path in the river



Trail on the lower river shore

G I Many community members who are avid bicyclists live in the southern neighborhood in Wausau, and the City has become aware of the severe constraints to bike and pedestrian connectivity to downtown from these neighborhoods. These constraints and possible priority solutions and recommendations for both short and long-term time frames are outlined in a focus-area section on page 32.

However, Wausau residents have also expressed interest in establishing recreational bicycle connections from the southern neighborhoods on the eastern side of the river to the south, as represented in letters K and I on the preceding diagram, including a loop around the airport and around the Eastbay Sports Complex.

J The connection from Wastewater Treatment Plant to DC Everest County Park is a potential long-term connection. Considerations to be made during this feasibility study should include the ability to retrofit the area with a trail system across private residential properties. In this scenario, an easement across these private properties would be required, however the river shore could still be maintained as private property, with access to private docks. Precedents for this exist, including the Fox River Trail in Green Bay and Allouez, WI.

Although not depicted, further consideration should be made to a future trail connection to Rib Mountain State Park. This trail segment could also be part of the River Edge Parkway and follow the Wisconsin River as possible. This connection was mentioned in community feedback sessions as a desirable future trail phase.

Bike Typologies: On-street connections

Conventional Bike Lanes



Image source: NACTO

Buffered Bike Lanes



Image source: NACTO

Separated Bike Lanes



Image source: NACTO

Shared Lane Marking

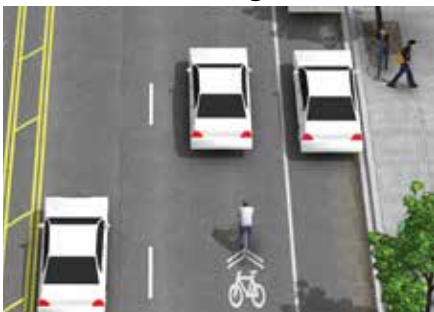


Image source: NACTO

Bicycle Boulevard



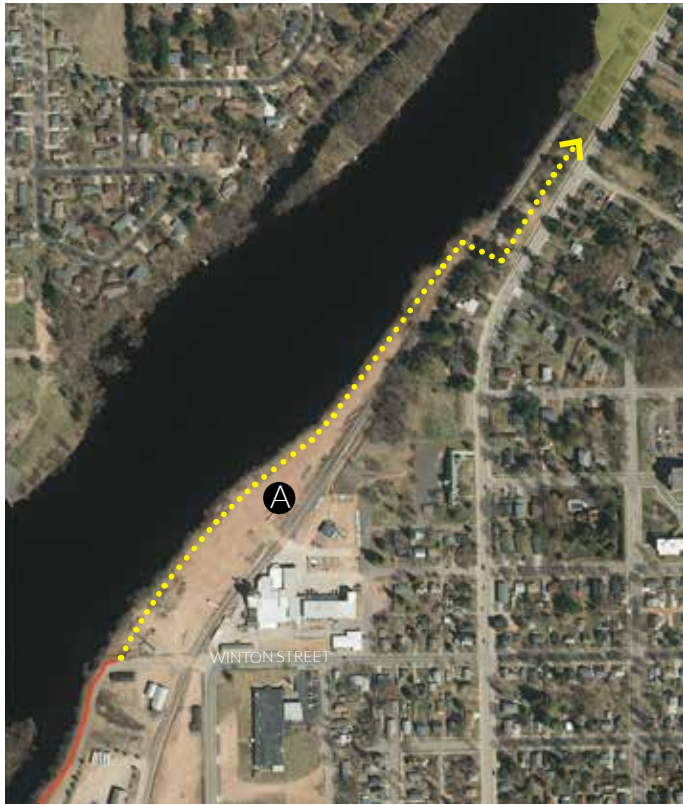
Image source: NACTO

Shared-Use Path



Image source: Grand Junction Greenway, Cambridge, MA

Focus Area : Trail extension from Winton Street to Gilbert Park on the northeastern river edge



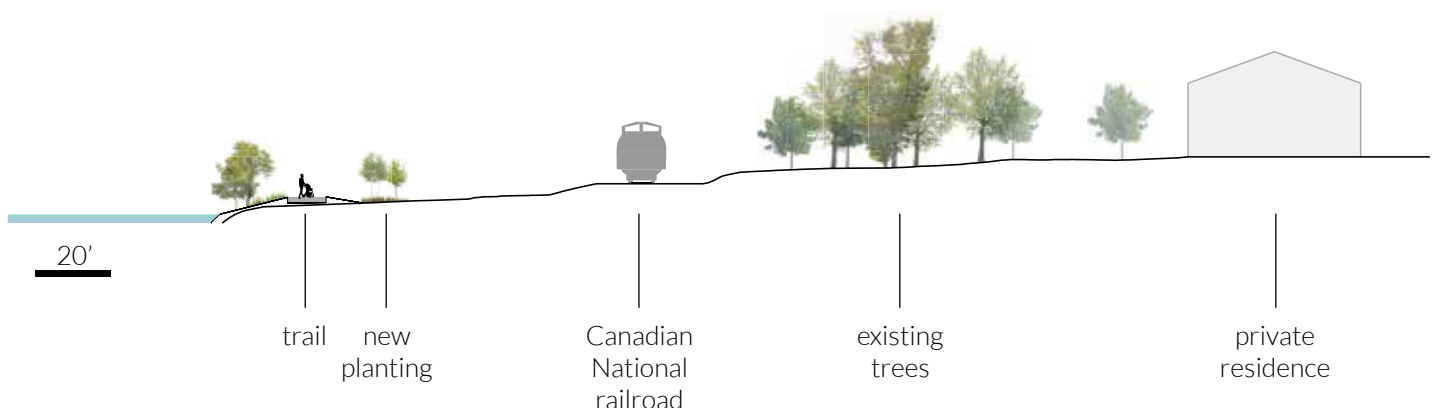
A Trail extension from Winton Street to Gilbert Park

The segment connecting Winton Street to Gilbert Park on the northeastern edge of the Wisconsin River was identified as a priority gap to fill, given that the trail currently ends at Winton Street. Furthermore, this trail gap is less complex than some other missing segments, and is also a connection that will be utilized to access Gilbert Park as well as the neighborhoods in this segment of the city.

Most of this potential segment is relatively flat ground, where the trail can be built close to the river to maintain the river trail experience for trail users. Views can be maintained for users, given the smaller amount of vegetation along the route. One unique facet of this trail is the crossing of Canadian National (CN) railroad tracks on the northern extent of the trail, to then reach Gilbert Park. This will require close coordination with CN to design the crossing, and for some construction efforts.

ON THE TRAIL: Cross-section

See the section cut on the drawing at right to best understand this trail cross-section. Please note that this section is meant for illustrative purposes only.





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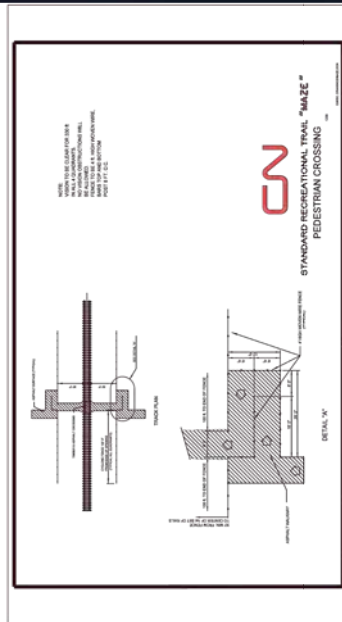
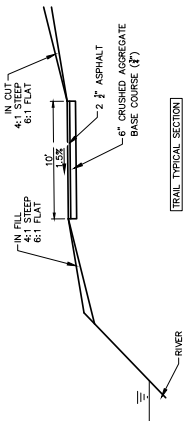
PROJECT TITLE:
WAUSAU RIVER EDGE MASTER PLAN

PROJECT INFORMATION:
PROJECT NUMBER: 2018-1024
DATE: 09-16-19
DRAWN BY: CEP
CHECKED BY: PJS
APPROVED BY: PJS
SCALE: AS NOTED

SHEET TITLE:
WINTON ST CONNECTION

SHEET NUMBER:

W001

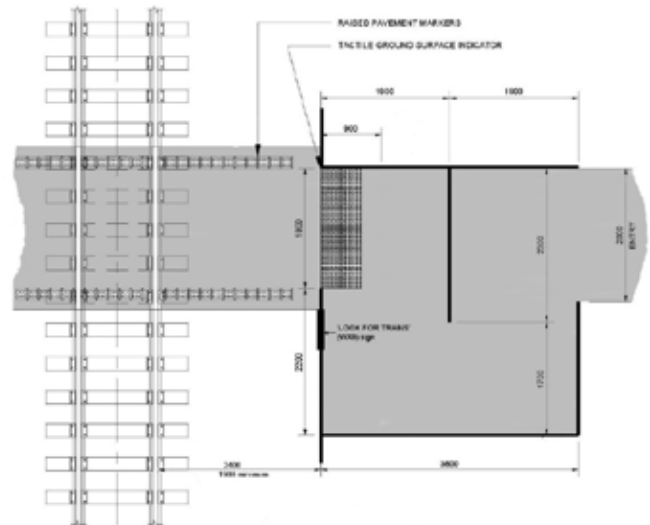


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The right-of-way (ROW) of the railroad tracks is 100 feet wide. The current design concept accommodates this ROW. CN prefers the utilization of a “maze” crossing, which are designed to facilitate safe crossings. The maze barriers and guide fencing form a zig-zag that slows pedestrians and bicyclists as they approach the crossing, enabling trail users to look in both directions of the railroad track before safely crossing. Proper channelization ensures that pedestrians will use a crossing as intended. Channelization treatments must be installed in such a way that pedestrians (or cyclists) are not able to easily circumvent them, therefore limiting the number of potential pedestrian and rail conflict points.

Consideration could be given in discussions with Canadian National to consider a 30 foot ROW which is more typical of a railroad crossing. This would allow for a smaller crossing and fewer landscape and adjacent property impacts. If an at-grade crossing is not allowable by CN, a prefabricated truss pedestrian bridge could be considered. This option would require run-up ramps on both sides of the ROW to get to grade, and would need to reach a 23 foot vertical clearance. This option would have fairly significant cost impacts and therefore an at-grade design is preferred.

Based on the recommended configuration, a budgetary range of \$375,000 - \$475,000 could be used to include design and construction costs.



▲ Typical pedestrian maze barrier for public at-grade crossings and an example image of a maze crossing Image source: U.S. Department of Transportation, Federal Railroad Administration

NEXT STEPS

- » Survey the site to begin preliminary & final engineering
- » Begin discussions with Canadian National Railway to identify options and timing for implementation
- » Advocate for an at-grade railroad crossing with a maze crossing.
- » Discuss a 50 or 70 foot ROW in place of the current 100 foot ROW for the maze crossing zig-zags to begin, or at least a reduction in order to minimize site and property impacts
- » Pursue an easement for the trail route
- » Integrate wayfinding into the segment, to direct users to Gilbert Park effectively

Focus Area : Trail extension from Bridge Street north along the western river edge past Graphic Packaging



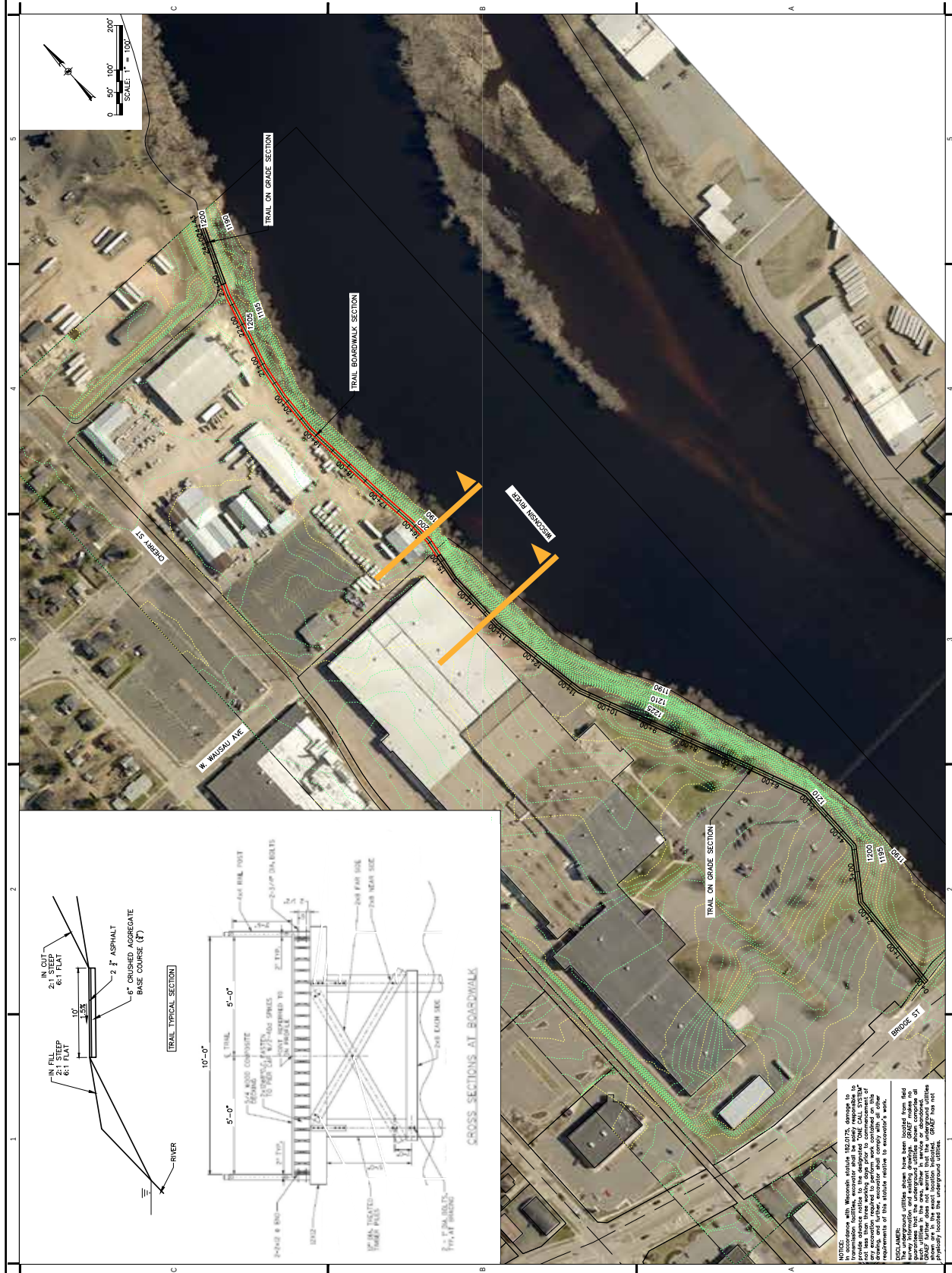
- A** River Edge Parkway extension
- B** Multi-use trail beside road on north side of Bridge Street
- C** Dedicated on-street connection along 1st Avenue to Cherry Street

One priority that surfaced from the planning process for this Plan was to address the segment gap north of Bridge Street on the western edge of the Wisconsin River. The current alignment assessed (right) that was reviewed as part of the engineering feasibility assessment follows the edge of the existing parking areas, keeping the trail on-grade above the slope as much as possible north of the parking lot, given the steep slopes in this area of the river.

Once the trail route reaches the north end of the Graphic Packaging site, the trail is proposed near the existing garage structure on the southeast edge of the MBX north site. At this point, the trail moves from being on-grade, to a partially cantilevered boardwalk structure. The proposed boardwalk would be approximately 800 feet in length, and would be built high along the slope, rather than down near the river. This elevated boardwalk/trail section would be supported by timber piles, with wood posts, cable rails, and aluminum rails.

River Edge Parkway Extension

Along this section of river, the western bank ridge is well above the river with a top of ridge elevation of approximately 1196 at Bridge Street, to a high elevation of approximately 1229 near the Graphics Packaging building, and down to approximately 1200 at the north trail connection end. The bottom of bank/normal water elevation is approximately 1189 for a ridge height ranging between 7 and 40 feet. The current ridge cross-slope is very steep and varies from approximately 1.25H:1V to 2H:1V, with slightly flatter segments in the southerly 350 feet and northerly 100 feet. The 100-year floodplain elevation along this section of the Wisconsin River per the Flood Insurance Rate Map (FIRM) Map 55073C0382F and the Flood Insurance Study ranges from approximately



1195.0 at Bridge Street to approximately 1195.3 at the northern property line of the MBX parcel. On the top of ridge along both the Graphics Packaging parcel and MBX parcel, the terrain plateaus to flatter usable areas. Both parcels are using the upper bank plateau areas to different degrees. More specifically, the Graphics Packaging parcel has parking with widened manicured turf up to the top of ridge on the south half of their parcel, while the northern half of their parcel along the building is manicured turf and/or paved access drive. The MBX parcel has gravel and paved storage yard areas with a garage and stored materials right up to the crest of the ridge.

For this segment gap of the trail route, we evaluated several alternatives. Those alternatives included:

1. An entirely boardwalk trail below the ridge nearer the river.
2. An entirely on-grade trail, below the ridge nearer the river, cut into the ridge slope.
3. An entirely on-grade, top of ridge trail from Bridge Street to the existing trail north of the MBX site.
4. A segment including on-grade trail through the Graphic Packaging site then a segment of partially cantilevered boardwalk structure through the MBX site to the connection with the existing trail to the north. This is the recommended configuration.

Each alternative was evaluated for multiple factors including property use impacts, floodplain impacts, ease of construction, and construction cost impacts. A summary of that evaluation is in the following table:

Alternative	Property Use Impacts	Floodplain Impacts	Ease of Construction	Construction Cost
#1	Minimal	Yes	Difficult	High
#2	Minimal	Yes	Difficult	High
#3	Moderate/High	None	Easy	Low
#4 - Recommended	Moderate	None	Easy/Moderate	Medium

Both alternatives #1 and #2 have minimal property use impacts as they will be located beyond the currently used area of the adjacent parcels. However, each of those options would impact the floodplain in some fashion either through placing structure supports or fill/retaining wall in the floodplain limits and/or waterway. Those alternatives also both will be difficult to construct likely requiring both construction ramp grading and barges for construction equipment access. The mobilization and construction method factors will increase cost considerably. Alternative #1 will require a retaining wall above and/or below the trail to hold the slope and limit fill in the waterway. Alternative #2 will increase the length of boardwalk by 1,500 LF thus increasing construction cost by approximately \$400,000 vs the recommended configuration of an on-grade trail/boardwalk combination segment.

Alternative #3 would be the least expensive to construct and easiest to build due to the easier access and having no boardwalk section. It would, however, have the greatest impact to the adjacent parcels. While the Graphics Packaging parcel appears to have room for the trail without impacting the current parcel uses, the MBX parcel uses would be impacted greatly. The MBX property owner would need to relocate or remove an existing garage and would lose use of a large area of outdoor storage that is currently utilized.

Alternative #4 is our recommended configuration. This alternative utilizes an on-grade top of ridge trail through the Graphics Packaging parcel where room for the trail exists without impacting their current site uses. On the MBX parcel, a top of ridge partially cantilevered boardwalk structure would be used for the length of the parcel. This boardwalk structure would be beyond the area currently used by the property owner thus not impacting their operations. The structure would be well above the river floodplain eliminating possible floodplain impacts. Construction cost would be moderate with easy construction access from the top of the ridge and a reduced boardwalk length vs Alternative #2.

Based on the recommended configuration, Alternative #4, a budgetary range of \$650,000 - \$725,000 could be used to include design and construction costs.

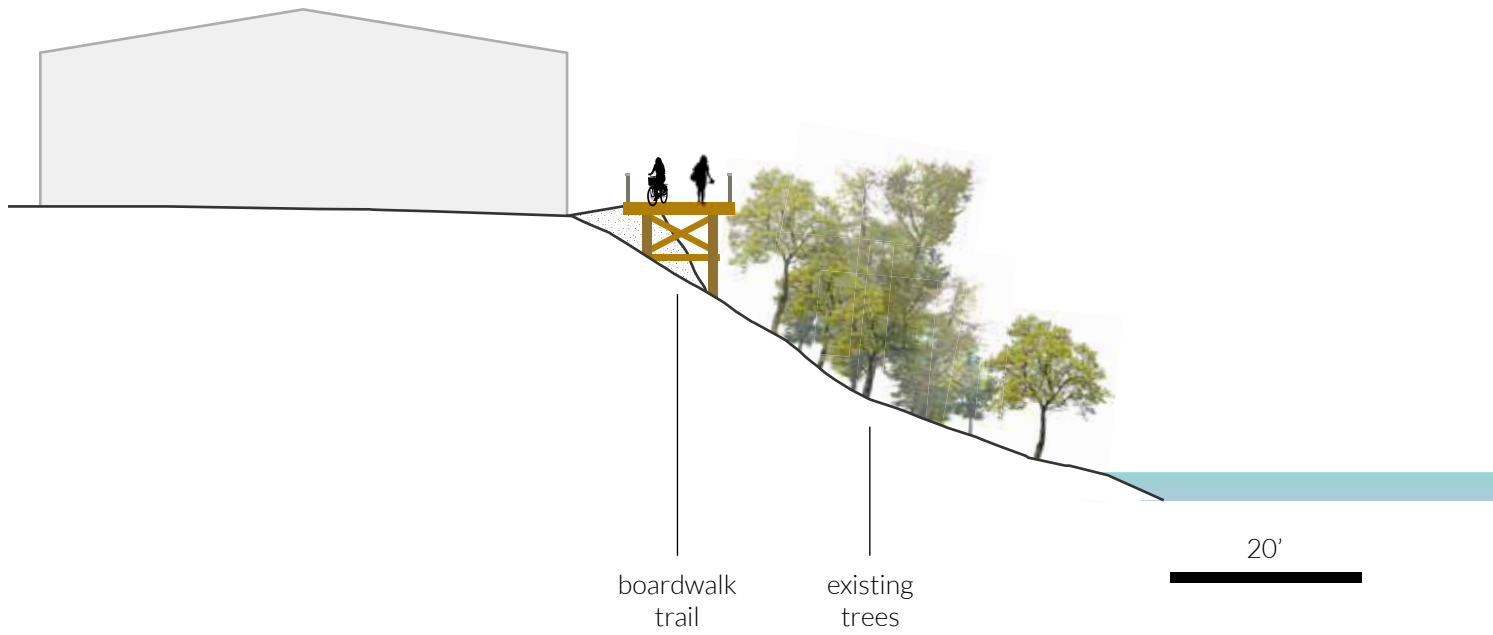
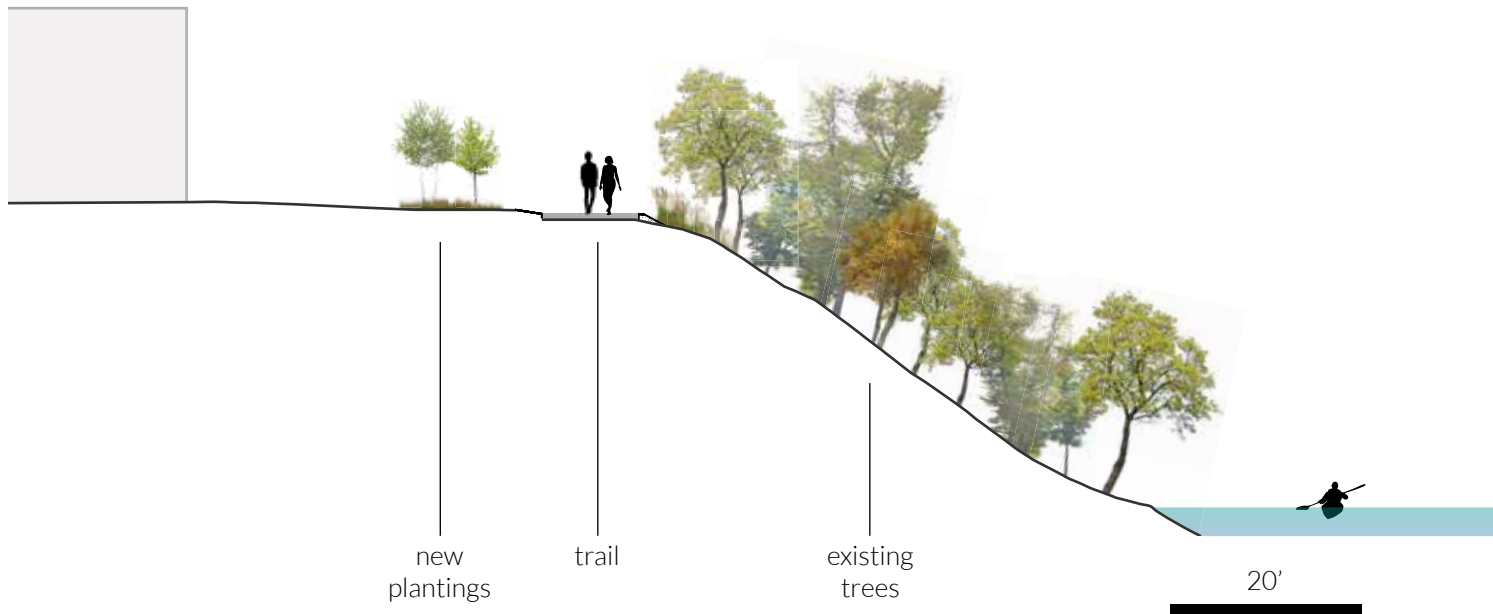
NEXT STEPS

- » Survey the site to begin preliminary & final engineering
- » Begin conversations with Graphic Packaging and MBX ownership to establish easements and/or property acquisition costs for the trail to be designed and constructed
- » Work with property owners and the railroad on phasing if necessary

North Side of Bridge Street and 1st Avenue & Cherry Street Designated Route

An interim solution to improve north/south connectivity from Bridge Street is possible through enhancements on Bridge Street, and 1st Avenue to Randolph Street, or 1st Avenue from Bridge Street to E. Wausau Avenue and/or E. Union Avenue, and Cherry Street to Randolph Avenue.

In this scenario, a multi-use trail connecting the Bridge Street bridge to 1st Avenue would be built on the north side of Bridge Street (by expanding the existing sidewalk), and an enhanced designated route on 1st Avenue that could connect to Cherry Street at E. Wausau Avenue or E. Union Avenue. Alternatively, the designated route on 1st Avenue could continue to Randolph Avenue. Refer to pages 54-56 for best practices to be considered for potential bicycle facility enhancements to be considered for 1st Avenue, Union and/or Wausau Avenue, and Cherry Street. These will include signage and sharrows at a minimum.



Focus Area : Extend the trail from Sturgeon Eddy Road to Thomas Street along the southeastern river edge



- A** Trail extension from Sturgeon Eddy Road north to Thomas Street
- B** Enhanced bicycle boulevard connection along Prospect Avenue

One of the biggest priorities of many bicycle advocates in Wausau is to connect the bike-friendly southern neighborhoods to downtown Wausau with a safe bicycle connection. As a part of this planning process, three alternatives were investigated to provide this connection.

1. A trail connection along the eastern bank of the river was weighed
2. The possibility of a bike/ped bridge across the river to the developing trails on the other side of the river.
3. Enhancements to Grand Avenue to create a multi-use trail on the west side of the street.

River Edge Parkway Extension

The trail extension from Sturgeon Eddy Road to Thomas Street was determined the highest priority, given the opportunity for a direct and scenic riverside connection to extend the River Edge Parkway and fewer land use impacts. Although the trail would fall within private property, this area is unusable to the properties, and would not impact their use given that they are currently unable to reach this area.

Along this section of river, the eastern bank ridge is very high above the river with a top of ridge elevation of approximately 1213 at the southern trail switchback ramp and approximately 1200 at the Thomas Street end. The normal water elevation is approximately 1161 for a ridge height ranging between 40 and 52 feet. The ridge also has a very



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PROJECT TITLE:
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APPROVED BY: PJS
SCALE: AS NOTED

SHEET TITLE:
THOMAS ST TO
STURGEON EDDY TRAIL

SHEET NUMBER:

T001



NOTES:
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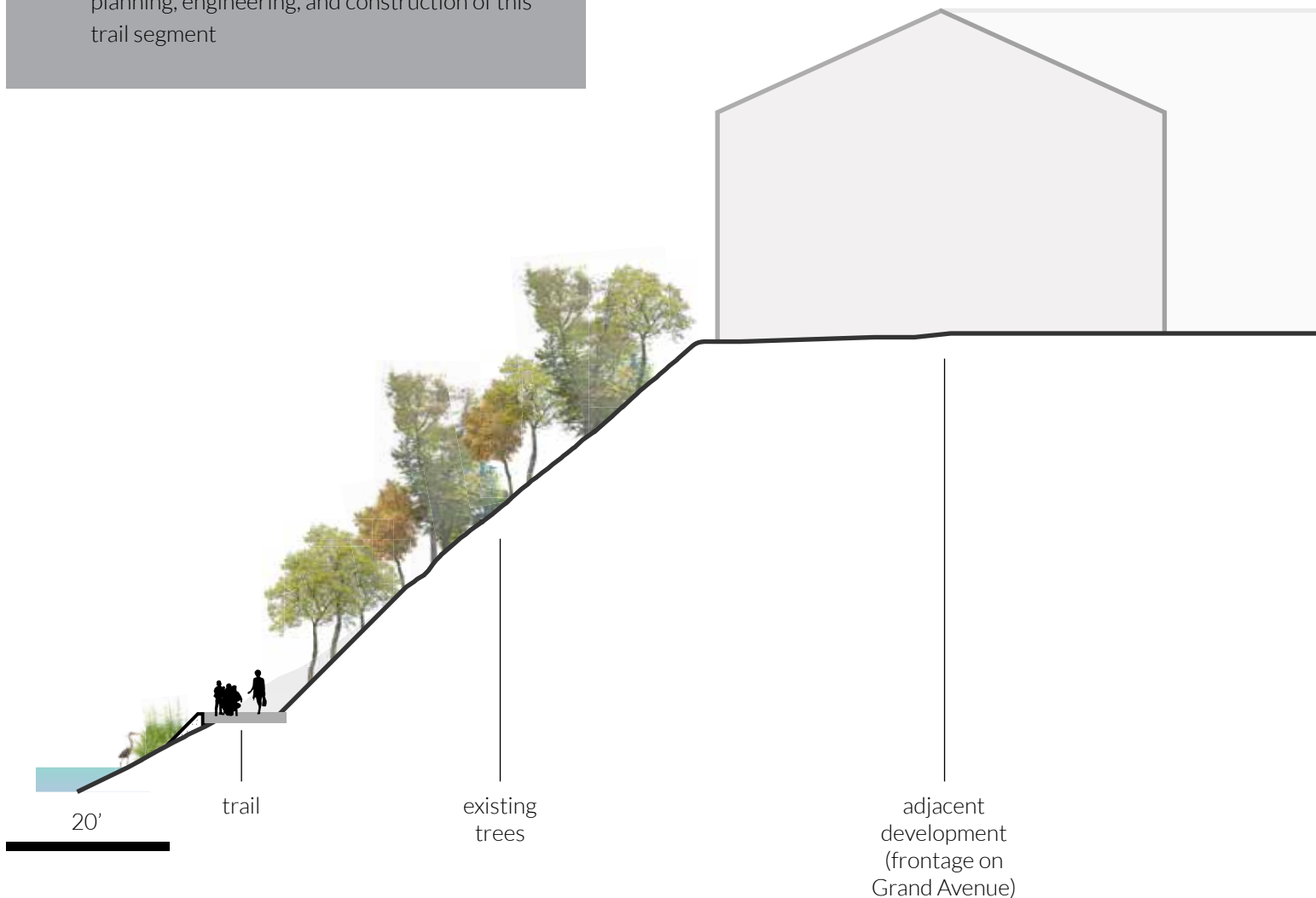
steep cross-slope and varies from approximately 1.4H:1V to nearly 1H:1V in some areas. The 100-year floodplain elevation along this section of the Wisconsin River per the Flood Insurance Rate Map (FIRM) Map 55073C0403G and the Flood Insurance Study ranges from approximately 1167.2 at the southern trail switchback ramp to 1167.9 at East Thomas Street. On the top of ridge the terrain plateaus to flatter usable areas and is occupied by commercial/residential buildings and parking areas. Several of the buildings extend right up to the crest of the ridge with one extending beyond the ridge crest slightly.

NEXT STEPS

- » Survey the site to begin preliminary engineering
- » Begin discussions with property owners along the river bank about easements and potential acquisition
- » Identify funding resources to assist with the planning, engineering, and construction of this trail segment

For this segment gap of the trail route, we evaluated several alternatives. Those alternatives included:

1. An entirely on-grade, top of ridge trail from Thomas Street to Sturgeon Eddy Road.
2. A boardwalk trail below the ridge along the river bank with a linear on-grade ramp down the slope at both ends.
3. A boardwalk trail below the ridge along the river bank with switchback ramps down the slope at both ends.
4. An on-grade trail cut into the slope below the ridge along lower river bank with switchback ramps down the slope at both ends.



Each alternative was evaluated for multiple factors including property use impacts, floodplain impacts, ease of construction, and construction cost impacts. A summary of that evaluation is in the following table:

Alternative	Property Use Impacts	Floodplain Impacts	Ease of Construction	Construction Cost
#1	Moderate/High	None	Moderate	Medium
#2	Minimal	Yes	Difficult	High
#3	Minimal	Yes	Difficult	High
#4 - <i>Recommended</i>	Minimal	Yes	Difficult	Medium

edge of
development
along Grand
Avenue

Alternative #1 has the most property impacts due to its location at the top of the ridge on the flat plateau area. The entire trail route would be immediately adjacent to multiple existing buildings and parking areas. In some locations, the trail would not fit on grade around the buildings and would need short sections of elevated boardwalk extending over the ridge slope. While this alternative would be the easiest to construction with direct access in most cases, it would infringe on the property owner's use of their usable land and obstruct their direct views that they currently have. We anticipate this to be the least desirable alternative for the property owners.

Alternatives #2 and #3 are similar in that both have on-grade sections ramping down to a lower boardwalk segment along the river bank. The Alternative #2 would have a straight linear ramped segment cutting into the slope down to the boardwalk segment with turf reinforcing mat and vegetative mat for stabilizing the slope. The Alternative #3 would have a switchback ramp at each end with retaining walls separating the switchbacks. The straight ramped segment of Alt. #2 would shorten the boardwalk section by approximately 1100 LF vs the Alt. #3 option. While saving some cost, it would significantly shorten the more desirable length along the river. These options have similar impacts per the table. Both would minimize direct property impacts being located below the ridge on unusable parts of the parcels. The boardwalks would have minor floodplain impacts. Generally speaking, the ease of construction will be difficult on the steep slope requiring both construction ramp grading and barges for construction equipment access. Construction cost would be similar and the highest of the alternatives.

Alternative #4 is our recommended configuration. This alternative uses an on-grade trail below the ridge for the entire length. The ramping segments would be switchbacks cutting into the slope with retaining walls separating the ramp runs and holding the slope. The straight segment would be located just above floodplain elevation cut into the slope. Slope stabilization on this segment would be provided by turf reinforcing mat and vegetative mat. Construction access would be challenging but could likely be limited to construction ramping since no piling is needed. Having no boardwalk segment would save cost of installation as well cost for construction materials.

Given the location of the trail along the historic Wisconsin River, along with its history of development and industry, it is highly likely that undocumented fill materials will be present along the ridge. We anticipate that this material would be poor quality fill with variable debris. Given the steepness of the slope, any dumped material will likely be fairly shallow in depth. This material may require partial removal and replacement of engineered backfill for on grade segments of trail and any retaining walls. We would expect this need and associated cost to be modest, as the on-grade trail would not require design for regular vehicle loads and geogrid/geotextile reinforcing we would expect to be adequate. The budget range below includes a contingency amount that should capture this possible provision.

Based on the recommended configuration, a budgetary range for Alternative #4 of \$1,550,000 - \$1,725,000 could be used to include design and construction costs.



Examples of the multi-use path analysis on the west side of Grand Avenue. See the Appendix for full-page versions of this analysis.

Grand Avenue Option

After discussion with community members, stakeholders, and design experts, a trail extension along the eastern bank was deemed the better option of the three from a connectivity and access perspective. The enhanced Grand Avenue connection was ruled out due to the spatial constraints of the roadway and the adjacent development on either side of the street and due to limitations within the roadway itself. While a multi-use path on the west side of Grand Avenue is possible, there are several challenges to implementation. These constraints include:

- » 20 driveway crossings would require pavement markings to increase visibility at these crossings, including substantial impacts to the underground parking driveway for the Riverview Apartments at 920 Grand Avenue
- » The bridge over the railroad would likely require an overlay in order to widen the bridge enough to accommodate a sidewalk that could be multi-use, or would require a pre-fab bike/ped bridge structure be put in place to one side of the bridge
- » Street lighting would be impacted
- » A river edge connection would likely continue be desired by community members

For future improvements of Grand Avenue by WisDOT, considerations should be given to the integration of bike lanes or a multi-use path at that time, including the opportunities for a road diet or widening the roadway for these accommodations. At the very least, bike sharrows and accompanying designated bike route signage should be integrated into the roadway.

Prospect Avenue Enhancements

In the shorter term, Prospect Avenue is a designated bike route and an important North-South connection. The Prospect Avenue designated route can be accessed from E. Kent Street and Curling Way/ Junction Street, or McDonald Street. Further enhancements could be made to this route to improve the connection for residents and visitors to the southeast quadrant of the city. Enhancements to this route could include a formalized bike boulevard could include more robust route signage at prominent intersections and entry points, sharrows, bike lanes (including consideration of advisory style) or a multi-use path. Given the lower traffic counts on Prospect Avenue, these enhancements could bolster use of the route and increase the safety for riders that prefer more protection while bicycling on-street. See page 54 for additional consideration of best practices for bicycle accommodations on-street.

Pine Grove Cemetery Route

Some consideration was given to a bike route through the Pine Grove Cemetery, to connect bicyclists to the Prospect Avenue designated bike route. While this option may yet be possible, it was not explored further due to concerns about appropriateness given the land use, the lack of a park atmosphere, and the narrow gravel roadways. In the future this may be further explored as a possibility for greater connectivity. This would require gaining permission from the ownership of the Pine Grove Cemetery, development of an agreement or easement for use of improved access roads for bike and pedestrian use, a signage plan, maintenance plan, crossing improvements on Grand Avenue to and from the cemetery, and other enhancements to encourage use.

Focus Area : Connect the trail segments on the western river edge adjacent to MBX Packaging



One of the missing links in the River Edge Parkway on the western river bank is a connection between the trail segment that dead-ends just south of Pick n' Save (Cedar and Spruce Streets) and the trail segment to the south that picks up in the Riverside Plaza Shopping Center. This trail segment could be challenging to complete due to the constrained space between the existing building at the top of the river bluff and the railroad bridge that is situated just to the south of the trail gap.

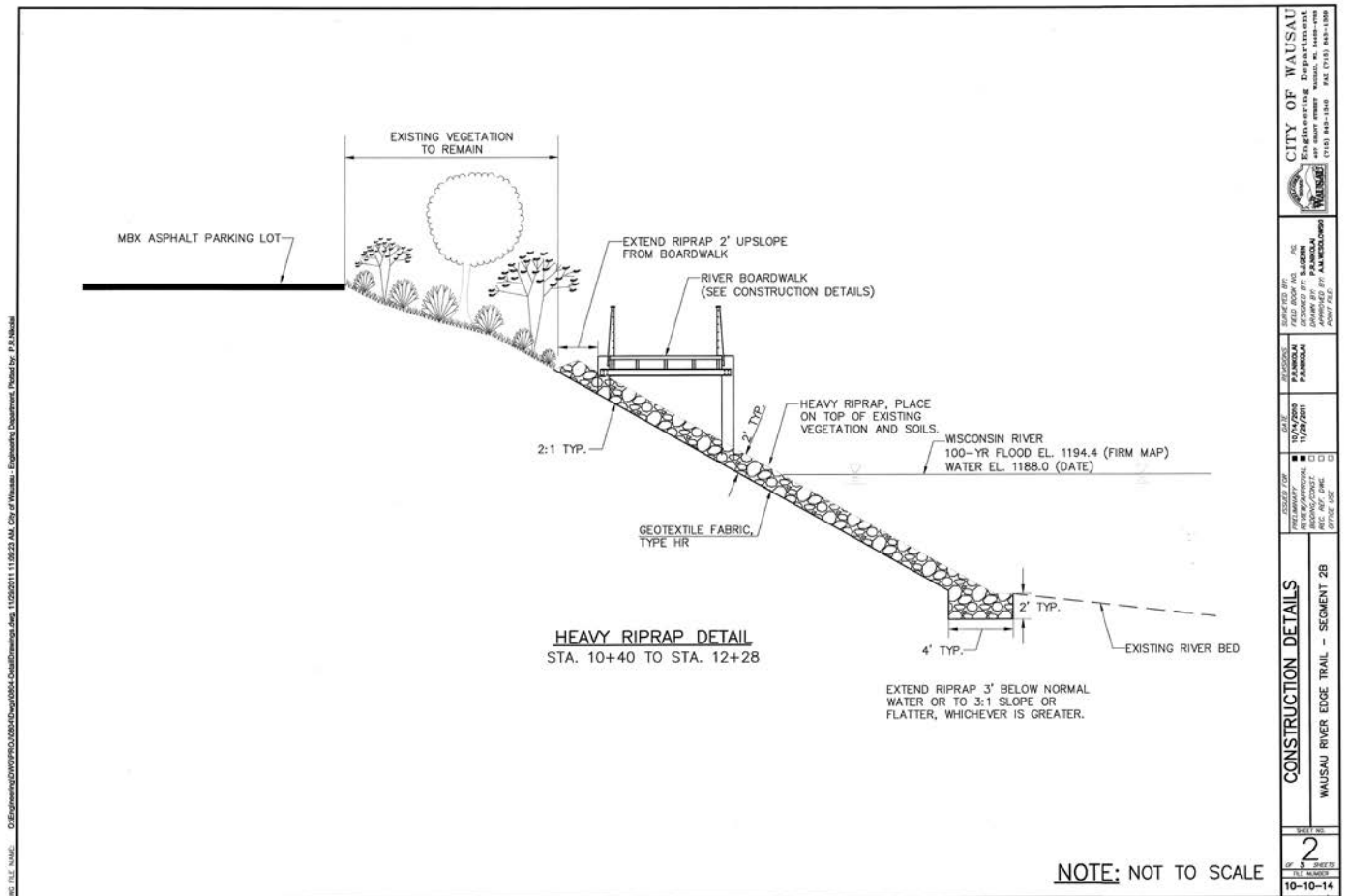
The City of Wausau has been in close communication with the property owner at the MBX Packaging facility, and previously completed engineering drawings for the trail extension through this site. As collaboration with the property owner continues, the City will be able to work to address the site's challenges and move towards construction of a new trail segment.

- A Trail connects to 1st Avenue south of Pick n' Save, and then connects back to the trail
- B Trail connects past MBX packaging on top of the riverbank, including a connection over or under the railroad.

In the short term, option A in the diagram at left may be pursued to provide increased connectivity in this section of the trail before an on-river connection is possible. In this on-road option, a new connection from the trail segment at Pick n' Save would extend to North 1st Avenue, providing connection south to Riverside Plaza along 1st Avenue. Major limitations of this option include the necessity of a railroad crossing, and the fact that 1st Avenue is a one-way road going northbound, with a shoulder that can be used for biking, but does not formally meet bike lane standards, which is five feet.

NEXT STEPS

- » Continue discussions and collaboration with the land owner at MBX Packaging with the goal of constructing a trail in this segment as soon as possible
- » In the short term, consider ways for the MBX property to be circumnavigated using 1st Ave
- » Work with the railroad operator to coordinate the necessary crossings of the line to ensure safe connection in this area
- » Enhance the trail segment along the shopping center parking lot to more clearly delineate the trail



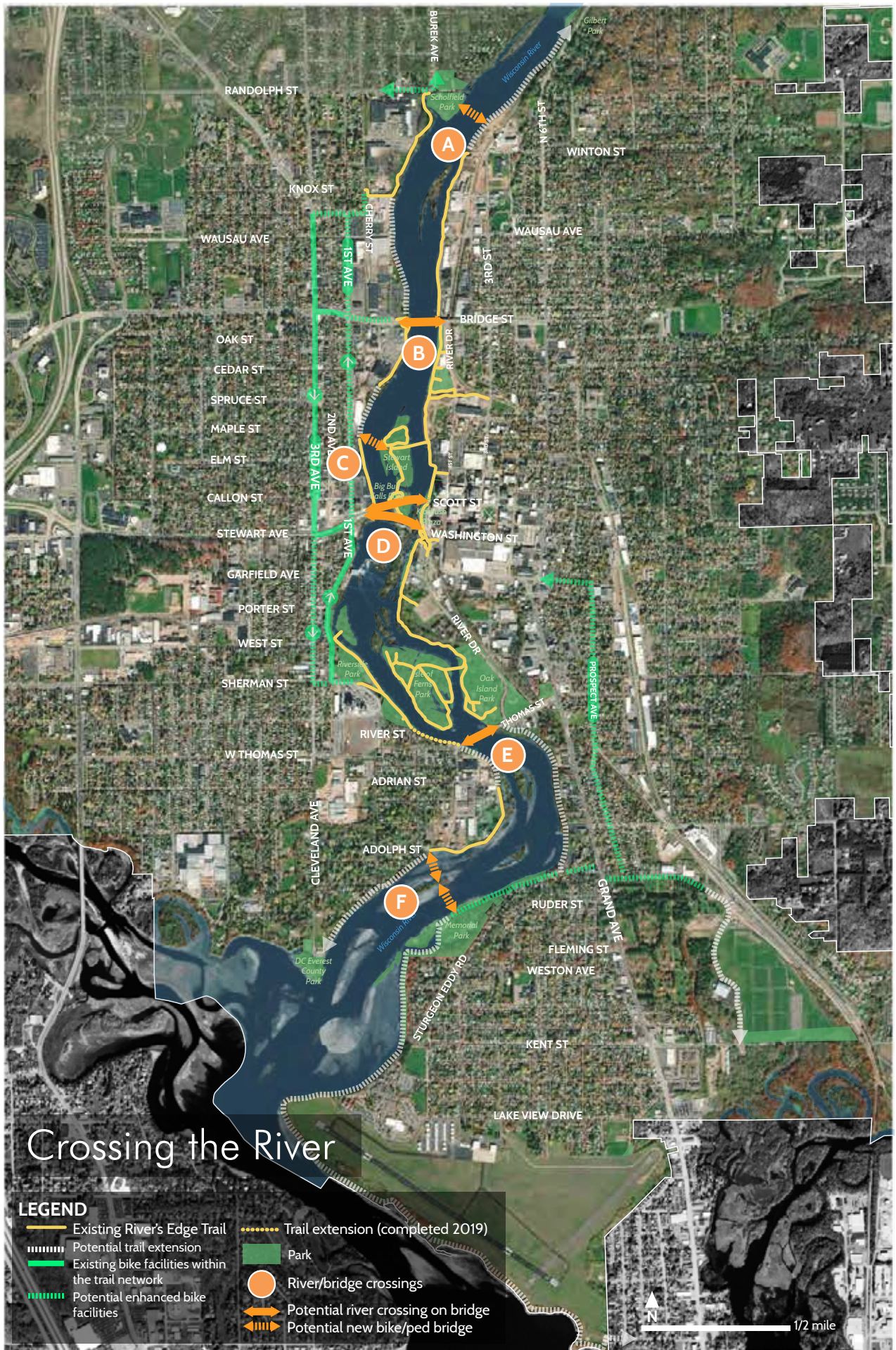
Potential cross section from the trail design for the segment adjacent to MBX packaging. Image source: City of Wausau



Trail conditions on the west side of the Wisconsin River at the Riverside Plaza Shopping Center, in the parking lot (left) and behind the shopping center and its shed (north of the shopping center) (right).

Improvements should also be considered for the trail segment in the Riverside Plaza Shopping Center's parking lot (north of the shopping center). Parking stops should be installed to protect the trail from parked vehicles that sometimes encroach on the trail. An extension

of the railing should also be considered to protect trail users from the edge conditions along the River at this point. The installation of signage would also improve the connectivity of the trail through this section, and also bring more awareness of the trail given the higher volumes of traffic in this parking lot.



Crossing the River



The diagram at left shows the possible options for an enhanced or new designated pedestrian and bike connection across the Wisconsin River. Current river crossing points are few and constrained, limiting bicycle and pedestrian movement throughout the downtown loop of the River Edge Parkway. One of the top priorities for the future of the trail is to develop a safe river crossing that will allow greater movement throughout the trail network, especially for commuters heading to downtown Wausau for work.

High Priority Crossing

D The crossing at Scott Street and Stewart Avenue (the Falls and Slough bridges) have been identified as the highest priority crossing. These bridges both have three lanes for traffic, and given the volume of current annual average daily traffic, there is potential for the other travel lane of both bridges to be utilized for bicycle traffic only. These two lanes would accommodate a buffered or separated bike lane.

-
- A** New northern pedestrian bridge connection to Scholfield Park
 - B** Safe connection across the Bridge Street bridge
 - C** Conversion of existing railroad bridge to a bicycle/pedestrian bridge from Barker-Stewart Island (long-term possibility)
 - D** Safe connection across Falls & Washington Street Bridge at Stewart Avenue
 - E** Two-way bike and pedestrian connection across the Thomas Street Bridge
 - F** New southern pedestrian bridge connection from the south end of the waste water treatment plant portion of the trail to Memorial Park

The pursuit of this option will require coordination with the Wisconsin Department of Transportation (WisDOT), as the State has jurisdiction over these two bridges. If approved, the City should consider the implementation of a fully separated bike lane. If cost is a factor, the City could consider creating a buffered bike lane with paint and delineator posts, raised lane separators, or even concrete jersey barriers in the short-term and in the medium-term enhance the lane to be fully separated from the traffic lanes. These bike lanes would extend the existing lanes on Scott and Stewart on the west side of the river, and could be further assessed on the east side of the river for continuity and increased safety of bicyclists.

Beyond the lanes on the bridges, consideration must then be given to the east side of the river, where connections to and crossings of 1st Street, Washington Street, and River Drive, must be considered, given the high levels of traffic and complexity of the street pattern. Community members have expressed having difficulty safely crossing Washington street. A traffic study could be helpful to determine the best options for multi-modal traffic integration and optimal safety. Traffic controls on Stewart Avenue will certainly need to be a consideration on the west side of the railroad tracks on the east end of the bridge. This will aid bicyclists and other trail users to use the trail segments running north-south.

E Medium Priority Crossings

The Thomas Street bridge is a common crossing for pedestrians and bicyclists. The bridge does not have a dedicated bike lane. There is a sidewalk on the north side of the bridge that is used by pedestrians, and often bicyclists. More advanced bicyclists often ride on the shoulder of the bridge travel lanes. The bridge was widened and re-decked in 2006. While the opportunity to widen the bridge is at least 10-15 years away, wayfinding signage and shared use arrows “sharrows” could be integrated into the travel lanes to increase safety of bicyclists using the travel lanes.

B

The Bridge Street bridge, while not of highest priority, has been determined as an important crossing. The bridge is not likely to be re-decked for at least another 10 years. Consideration in the short-term could be given to lane widths, and whether there is the possibility to widen the existing sidewalks to create a multi-use path to accommodate pedestrian and bicycle traffic (10 feet in width). When the bridge is being planned for re-decking, the City and WisDOT can consider opportunities to widen the bridge to accommodate fully integrated bike lanes.

Additional Potential Crossings

While lower priority, there was interest in considering the following three crossings in the medium- and long-term:

A

A prefabricated pedestrian bridge could be installed to connect the east side of Wausau directly to Scholfield Park on the west side of the Wisconsin River. For regular bike community and traffic patterns, that was not determined to be a priority crossing project.

C

The potential future conversion of the existing railroad bridge that connects on the west side of Wausau at Maple Street could eventually be considered to connect the west side of Wausau directly to Barker-Stewart Island. This connection will require coordination with the railroad.

F

Early in discussions, the potential for a pedestrian bridge on the south of the city was considered, to connect the eventual trail that long-term is developing in and around the treatment plan from Thomas Street to DC Everest County Park, and as a potential connection for residents in the southeast quadrant of the city to downtown (back over the river at Stewart Avenue). This has been determined a very low priority crossing, given the expressed interest in creating the connection on the east side of Wausau from Thomas Street to Sturgeon Eddy Road.



The River Edge Experience

Benches & Vistas

River Edge Parkway existing benches & lighting



The benches are consistent throughout the River Edge Parkway trail system. The memorial benches are constructed of wood on metal frames. As segments are further developed, these memorial benches will continue to be integrated into the system. Whenever possible, educational or wayfinding signage should be incorporated into the vistas and other rest stop areas with memorial benches.



▲ Moving forward, the City and County will be purchased benches instead of making them in house. An example is shown above, purchased from Upbeat Site Furnishings. Image source: Upbeat Site Furnishings



▲ Examples of vistas in the new Riverlife Park. While these types of materials are unique to this park, these styles of vistas or overlooks can be used in more urban sections of the trail. Image source: The City Pages (left) and Wausau Pilot & Review (right)

Current Vistas Locations in Wausau:

- » Memorial Park: 3 bench vistas and one vista by gazebo
- » Oak Island Park: Entire shoreline from bridge to boat launch
- » Isle of Ferns Park: 2 maintained shoreline vistas
- » River Edge Parkway (Oak Island Boat Landing to Scott Street): 3 bench vistas
- » Kickbusch Plaza: Entire park boundary along river edge is a viewing area
- » River Edge Parkway: Kickbusch Plaza to Barker Stewart Bridge): 4 bench vistas, one maintained shoreline vista south of bridge
- » Barker Stewart Island: 4 locations at memorial bench, two interpretive signs and one created opening.
- » Riverlife (Barker Stewart Island Bridge to Bridge Street Kayak Launch): Entire shoreline from Barker Stewart Bridge to Bridge Street Bridge
- » Big Bull Falls: Double bench, single bench, and an interpretive sign
- » River Edge Parkway (Bridge Street to Winton Street): 2 bench vistas, kayak launch area
- » Scholfield Park: 5 bench vistas (two on top and three on the water)
- » River Edge Parkway (west) (Scholfield Park to Cherry Street): 3 bench vistas
- » River Edge Parkway (west) (Bridge Street to Pick N Save): 2 bench vistas
- » River Edge Parkway (west) (Stewart Avenue to North 1st Avenue): Overlook deck behind Eastbay
- » Riverside Park/Picnic Island: 1 bench vista on Picnic Island, one maintained shoreline vista at the south end of Riverside near the base of the steps
- » Gilbert Park: 4 bench vistas, clearing around fishing pier

Future Vistas to be considered:

- » 1-3 vistas along the future trail segment between Thomas Street and Sturgeon Eddy Road
- » 1-3 vistas along the Graphic Packaging segment
- » 1-2 vistas along the MBX Packaging site between Riverside Plaza Shopping Center and the Pick n' Save
- » 1-3 vistas along the Winton Street to Gilbert Park segment

- An example of a soft boat launch for kayaks, canoes, or other human powered water craft. A number of small slips have been installed along the trail into the Wisconsin River. As trail segments are completed, consideration will be given to the continued installation of slips to increase access from the trail to the river. Image source: The City Pages



Lighting

River Edge Parkway existing lighting



Lighting throughout the trail system consists of decorative pole lighting with globe lamp covers. The Wausau and Marathon County Parks, Recreation, and Forestry Department is currently in the process of updating the existing lights to LED to be more energy efficient.

In general, it is a goal system-wide to improve lighting where necessary to increase the feeling of safety. While lighting should be installed system-wide, there are some more natural areas of the parkway where lighting should be more closely considered.

Some recent community feedback focused on the heavily wooded sections of the parkway – such as the Whitewater Park-Oak Island Park and Barker-Stewart Island sections of the trail. In these sections, there is some desire for improved lighting to increase the visibility and sense of safety. Concurrently, there are some concerns about lighting negatively impacting the wildlife in these natural sections.

In these sections, consideration should be given to the more heavily wooded sections, which remain dark, even with light pollution and moonlight. Given the curves, elevation changes, and the current spacing of lighting, options should be assessed for lighting with more recent technologies that can be more focused on the trail or lighted bollards, to supplement the existing decorative lights and improve the lighting and safety, while keeping wildlife impacts to a minimum in these natural areas. A photometric analysis should be conducted to determine the appropriate types of lighting that can accomplish both important goals of increasing safety while respecting natural habitats.

Lighting with total cut off luminaires, are no taller than bollard height, and zeros out at the wooded areas should be considered to avoid any light pollution or spillover into adjacent natural areas and wildlife habitats. Examples of these types of lighting from a variety of price points are highlighted on the next page.



Interim Trail Solutions



As the River Edge Parkway continues to be phased in, interim strategies can be considered to expand the system in phases for hiking and off-road biking. This includes the implementation of lower cost trails that can be part of incremental trail improvements and system expansion. This may allow the City, partners, and volunteers to add segments to the network inexpensively in a shorter period of time, while also building support for continued improvements by creating new users of the trail.

The multi-use trails could simply be a 3" th limestone chips over 6" aggregate base course (a common standard detail), which would accommodate emergency and maintenance vehicles. If a paved trail is desired in the future, asphalt can be added to the top.



- ▶ Trail transition sign from multi-use trail to on-street. This type of sign could be used in either condition to communicate the change in route and trail type (low-stress trails to on-street routes). Image source: The Intertwine (Portland, OR)
- ▶ Network map sign example at a trail head. This type of sign could also be used on an on-street route to direct bicyclists and pedestrians to a trail network, Image Source: Bike Portland (Portland, OR)

Signage & Wayfinding

River Edge Parkway existing signage & wayfinding



The River Edge Parkway currently has signage that identifies the trail, with the occasional educational and larger system wayfinding signage.

As the system is further enhanced, there is a desire by community members to strengthen the system signage, both on-trail, but also throughout the city to strengthen the identity and knowledge of the trail system. During community feedback sessions, many community members expressed that they were not aware of the trail system as a whole, or were unaware of particular segments that they were excited to learn about. From this feedback, it is clear that strengthening the general wayfinding signage throughout the trail and bike route systems would be a great benefit to the Wausau community.

Additional feedback included mile markers that designate the user's location on the trail in case of emergency to call for help, as well as wayfinding signage that includes distances to other prominent amenities or destinations. For safety purposes, consideration could be given to call boxes throughout the trail system. Long stretches of the trail without access points approximately a block in distance should be prioritized for these enhancements.

An updated River Edge Parkway map should be created and installed at prominent trail head locations of the trail. Using trail user counting technology could assist with identifying highly trafficked areas that could benefit from additional signage, wayfinding, and furnishing amenities.

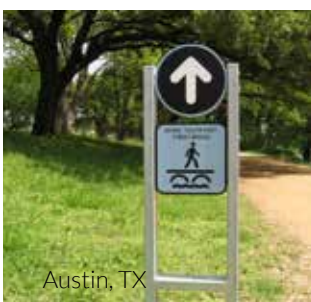
Precedents – Network Map Signs, Mile Markers, & Finding the Trail markers



Ruth Bascom Riverbank Path System - Eugene, Oregon



Seattle, WA



Austin, TX



San Francisco, TX



Fayetteville, AR



Denver, CO

HOW TO:

Enhance On-Street Trail Connections

Like many urban trail networks, Wausau's River Edge Parkway consists of many segments of off-street, multi-use pathways. While the City's goal is to connect each of these trail segments together with more multi-use trail, that is not always possible immediately (and sometimes, it will never be possible).

The River Edge Parkway Trail, like its peers across the country, has designated on-street connection routes throughout the City so that bicyclists and pedestrians can safely navigate between sections of the trail. Some of these connections may be phased out over time, and some may continue to serve as part of the River Edge Parkway network. In order to make sure that these designated trail connection routes are safe and accessible to all Wausau residents, the following best practices should be used to guide enhancement of on-street trail connections.

Priority On-street Connections within the River Edge Parkway Trail Network

» Prospect Avenue

Prospect Avenue is an important on-street route that will help connect commuters and recreational riders from the neighborhoods south of downtown to the trail network.

» N. 1st Avenue (northbound)

» N. 3rd Avenue (southbound)

Both 1st and 3rd Avenues are one-way routes that will be necessary to fully connect the River Edge Parkway while priority sections of the off-street multi-use trail are planned and constructed on the West side of the river.



1

Clear **signage** that designates on-street connections as part of the trail network & marks the street as an bike route or enhanced bicycle boulevard

Designated on-street connections within the trail network should be clearly marked as part of the River Edge Parkway Trail with the River Edge Parkway logo, and ideally should also be designated bicycle boulevards or bike routes with enhanced facilities. Signs posted frequently along these on-street connections (at intersections, on both sides of the street) should indicate to cars and bicyclists the need to share the road and give priority to non-vehicular traffic.

Applicable at intersections along major on-street bicycle connections, including Prospect Avenue, N. 1st Avenue, and N. 3rd Avenue. Could be incorporated along Grand Avenue if bicycle facilities are added in the future.

Bike route signs in Madison, WI. Image source (upper and lower): NACTO – nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards



2

Bicycle boulevard **pavement markings** that clearly indicate to all that bicycles are the priority on a particular road

Where possible, adding larger pavement markings along designated bike routes with slower traffic will further ensure that vehicles yield to bicyclists and share the road.

Applicable along Prospect Avenue.

City of Berkeley, CA. Image Source: NACTO – nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards





3

Post trail maps at key intersections that show both the multi-use trail part of the network & the designated on-street connections

Trail maps of the River Edge Parkway should be displayed at strategic locations throughout the City, including at locations where an on-street connection intersects an off-street, multi-use path. The trail map should clearly mark the designated on-street routes that are part of the trail network, helping trail network users (familiar and new) navigate the City and know what to expect as they move through the trail network.

Applicable throughout the River Edge Network

Image source: Bike Orlando – www.bikeorlando.net



4

Add sharrows or bike lanes when possible; where bike lanes or sharrows are present, add colored facilities or more frequent bicycle markings to remind drivers to share the road

N. 3rd Avenue on Wausau's west side has some existing bike facilities, including sharrow markings and a wide road shoulder. Enhancing these existing facilities could take the form of adding additional bike lane markings or painting the bike area green. Along N. 1st Avenue, no such markings currently apart from the newly-completed facility south of Stewart Avenue. Adding bicycle markings, and painting existing facilities green, will help increase the sense of awareness and safety for bicyclists in the City.

Applicable along major on-street bicycle connections.

Image source: City of Milwaukee – city.milwaukee.gov/mpw/infrastructure/Milwaukee-by-Bike



5

Add directional arrows to help pedestrians and bicyclists familiarize themselves with the on- and off-street trail network

Directional arrow signage is a great way to encourage familiarity with the bicycle network and to visually remind residents and visitors how to access key public places, including schools, parks, health care facilities, and the downtown district. They can also serve as a signal to bicyclists and pedestrians as to the length and extent of a designated on-street routes - for example, how long will trail users need to navigate on-street connections before connecting to another off-street multi-use trail segment.

Applicable at key trail intersections, including transitions to on-street connection routes.

Crossing Intersections within the Bike Network

A necessary part of navigating the River Edge Parkway. Residents have expressed concern about crossing the streets on bikes, and have called out some particularly dangerous intersections. The following three strategies should be considered potential options for increasing comfort and safety when crossing intersections.

It is important to note that **any intersection re-design would necessitate a traffic study and engineered design drawings** to ensure the strategies employed are successful in Wausau.



1

Bicycle Box painted at the intersection

Bicycle boxes increase the visibility of bicyclists at intersections and give bicyclists a head start through the intersection, making it safer and easier for bikes to get through the intersection within the signal time.

Potentially applicable when bicycle lanes or sharrows cross major intersections, including the intersections of N. 1st and N. 3rd Avenues with Stewart Avenue and Bridge Street.

Madison, WI. Image Source: NACTO – nacto.org/publication/urban-bike-way-design-guide/bicycle-boulevards/major-street-crossing



2

Bicycle Signal

Bicycle signals are often used when a multi-use or bike path crosses a street, or at an intersection where the bicycle movement conflicts with the desired vehicle movement. Bicycle signals can also be used to give bicyclists an advanced green light, allowing them to clear the intersection before vehicle traffic begins.

There are several locations throughout the River Edge Parkway system and associated on-street bike routes where bicycle signals could be used to increase the visibility and safety of both bicyclists and pedestrians.

Potentially applicable at the N. 1st Avenue and Stewart & N. 3rd Avenue & Stewart intersections.

Image Source: NACTO – nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/major-street-crossing



3

Painted & signaled designated bicycle crossing

Designated bicycle or multi-modal crossings can be further highlighted in a complex intersection through a combination of dedicated signaling and brightly painted crossing areas.

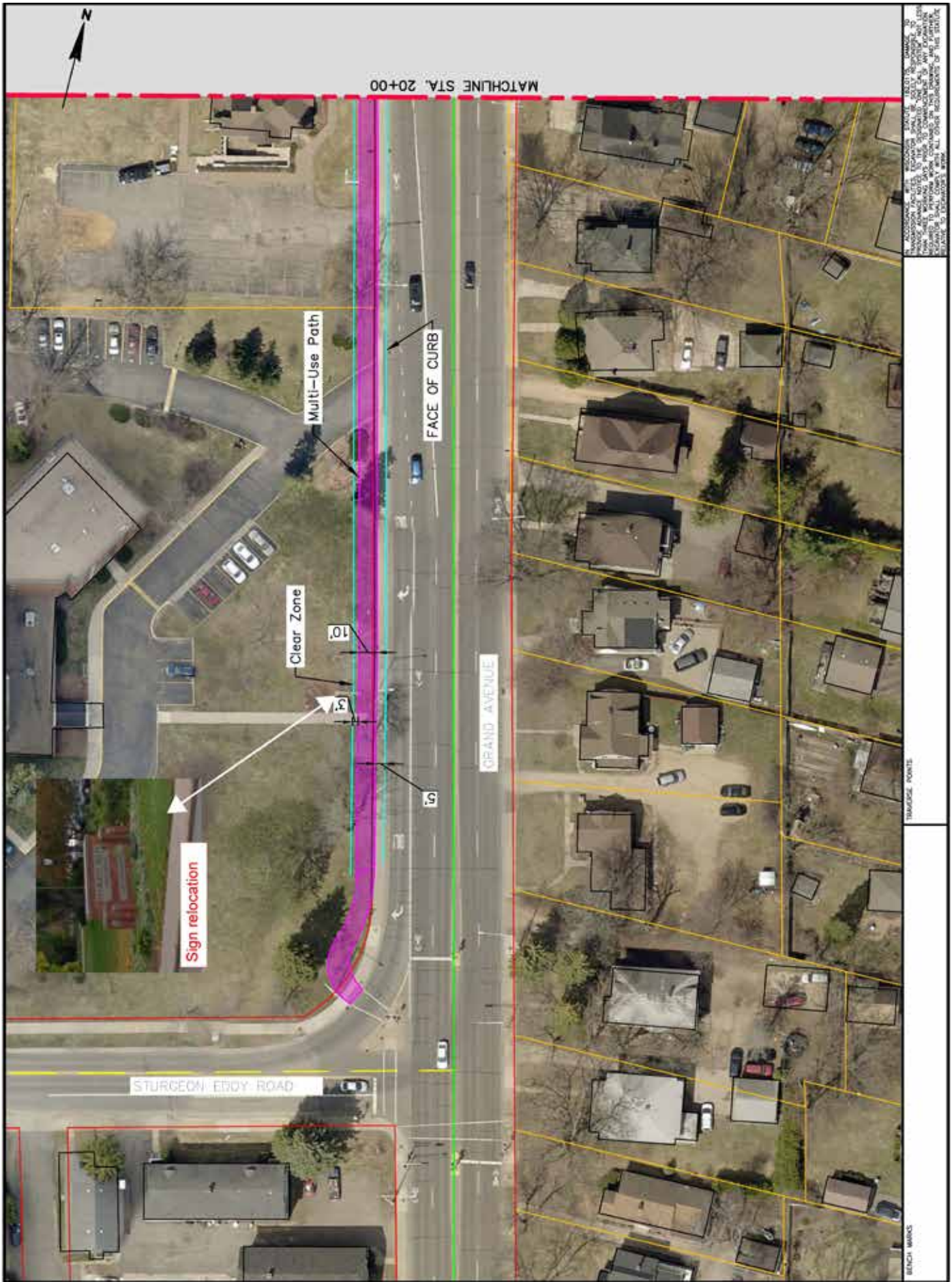
Potentially applicable at the Stewart Street Bridge (southern, Slough Bridge) trail crossing to Kickbush Plaza, adjacent to the railroad tracks.

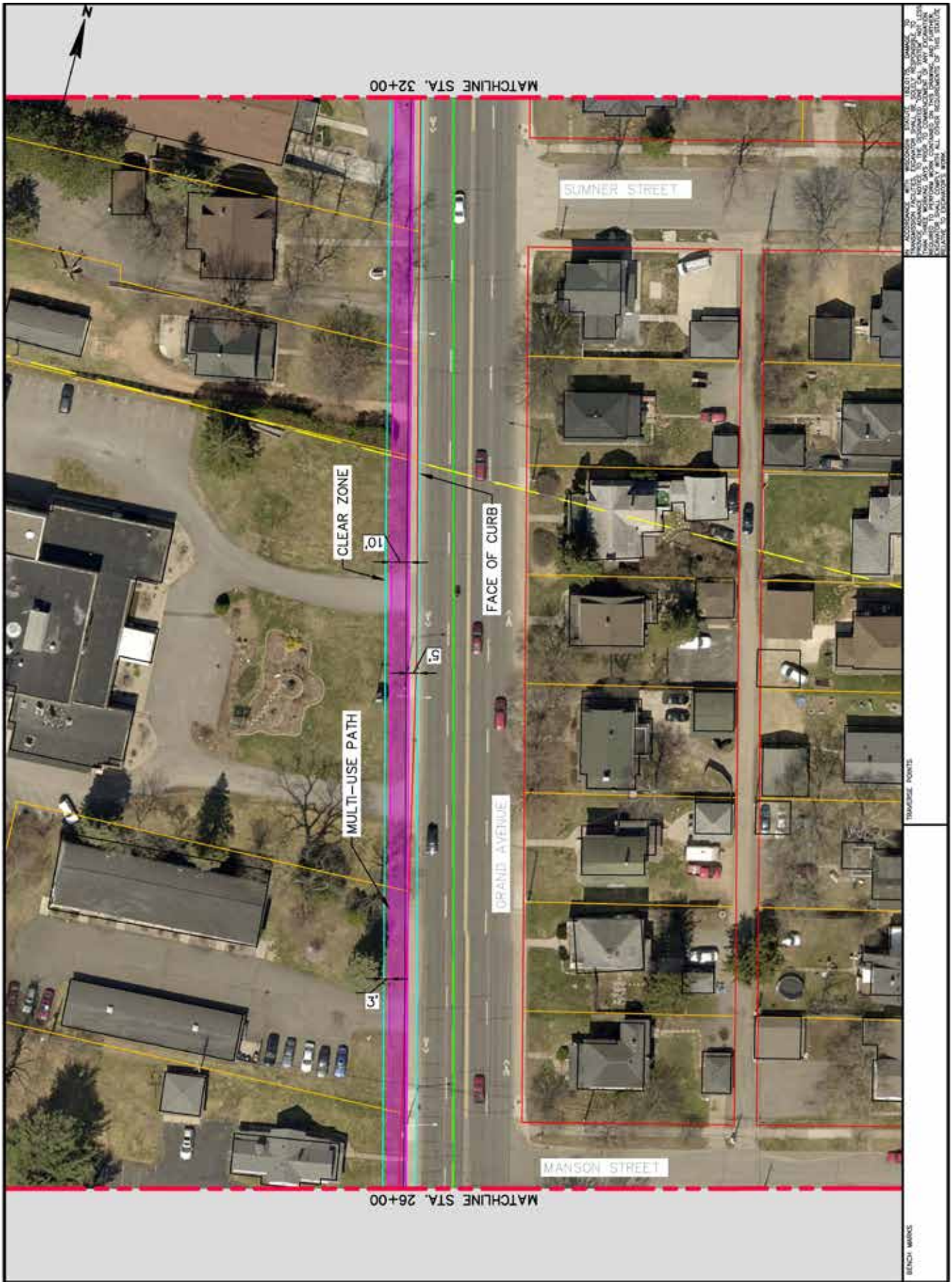
Madison, WI. Image Source: NACTO – nacto.org/publication/urban-bike-way-design-guide/bicycle-boulevards/major-street-crossing

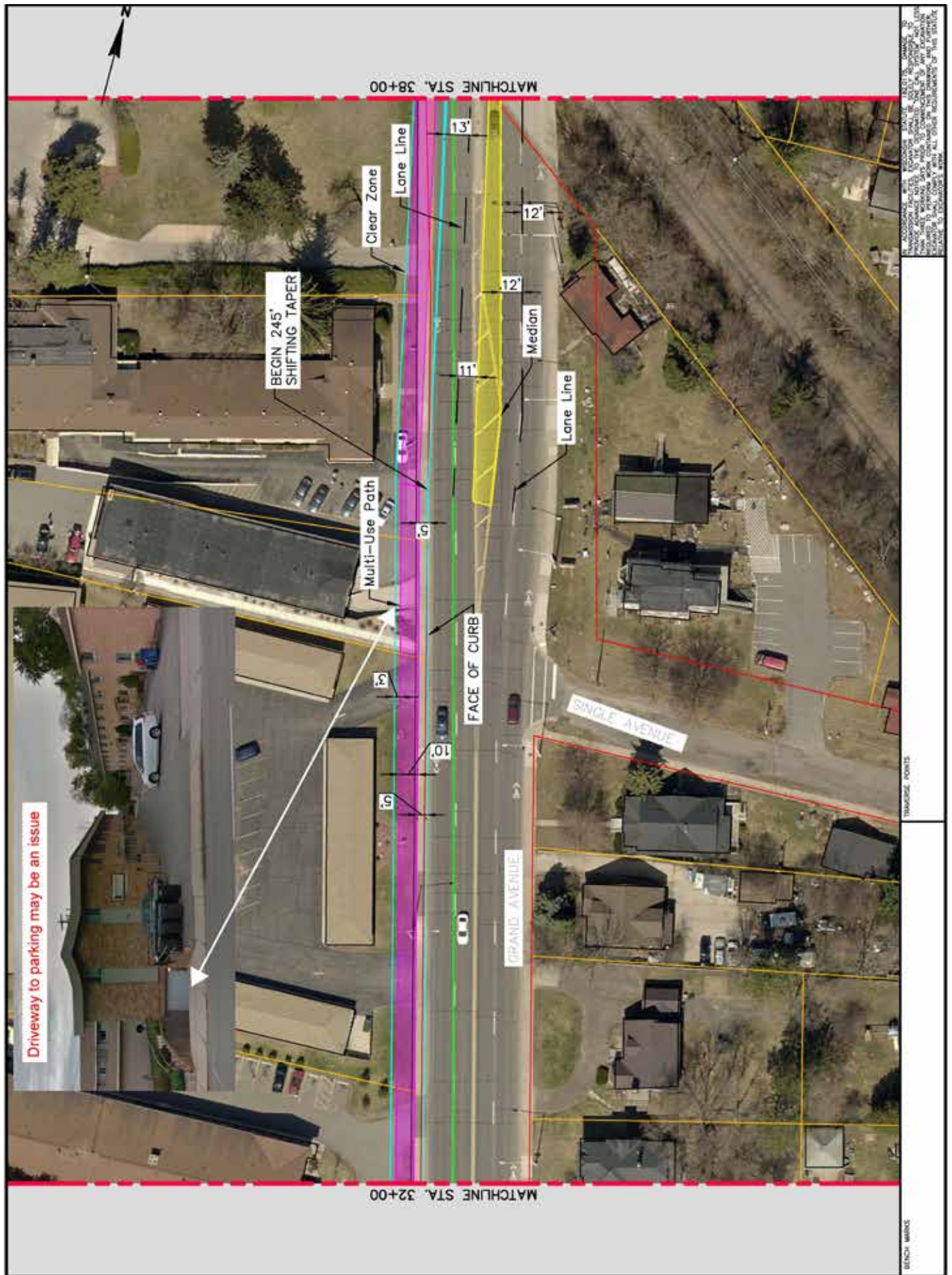
Appendix

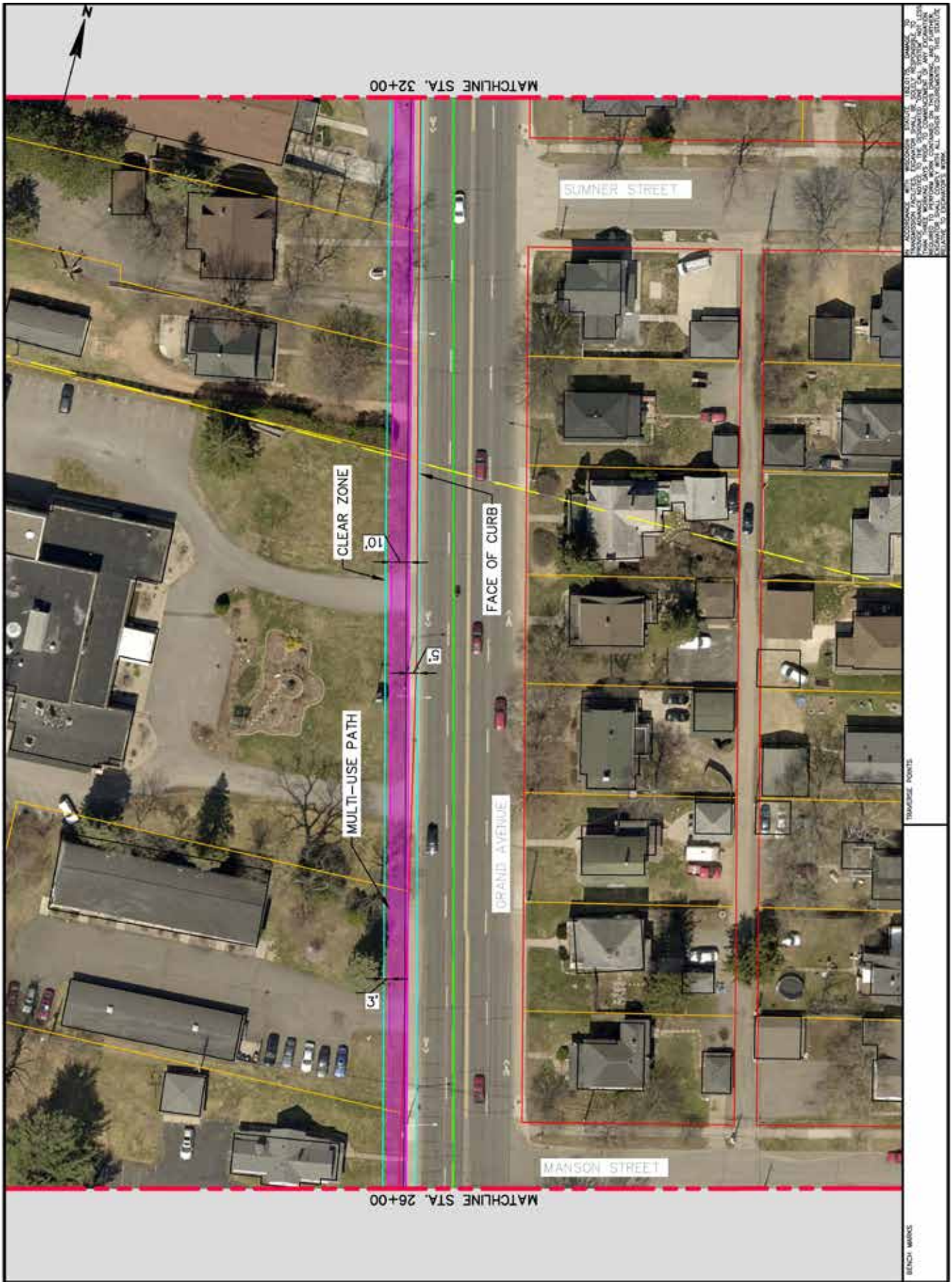


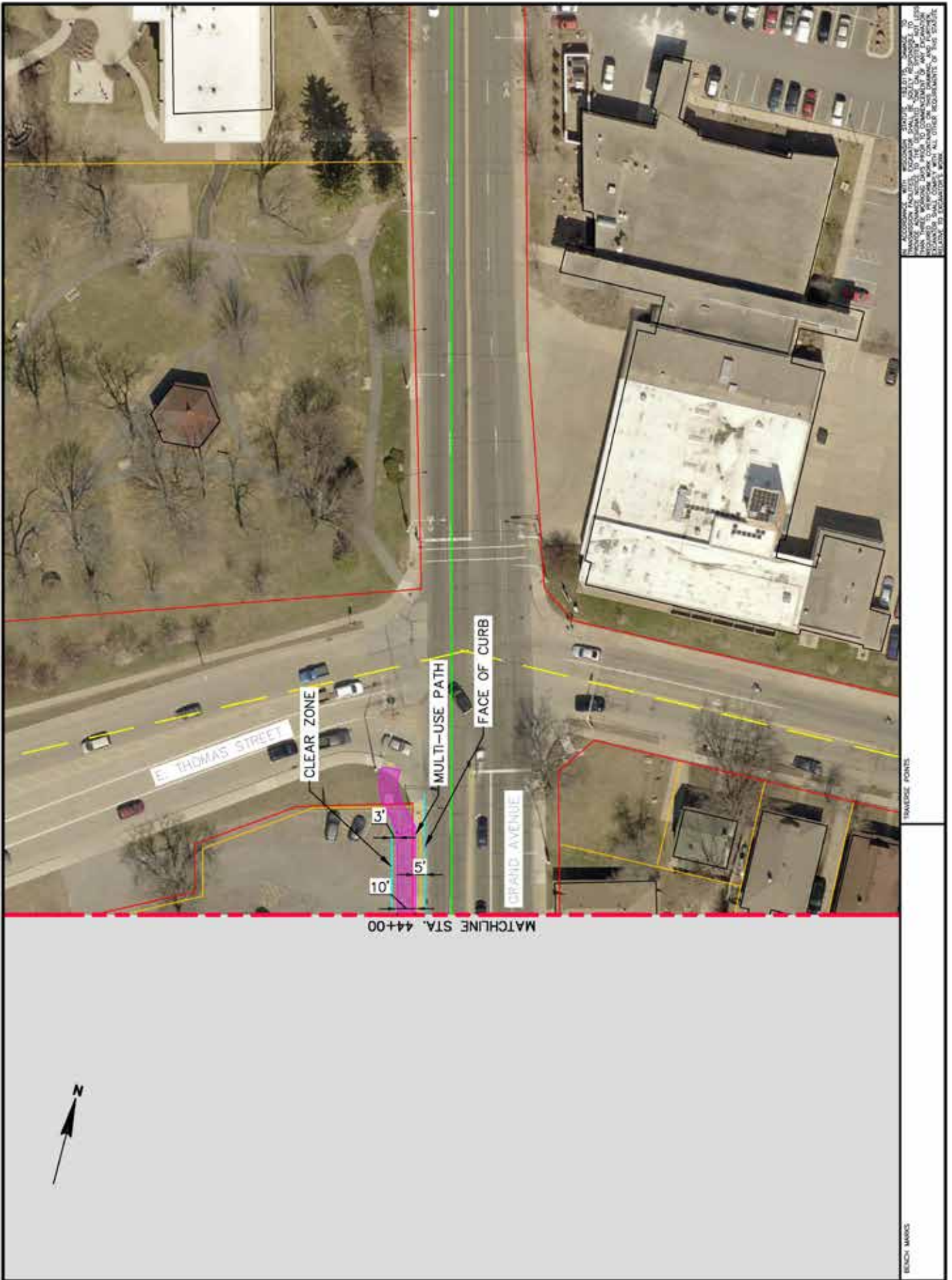
Analysis of Grand Avenue Multi-Use Trail Option













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

RESOLUTION OF COMMON COUNCIL

Approving City of Wausau Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus)

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 20-0310

Date Introduced: March 24, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the health and wellbeing of the citizens and employees of the City of Wausau are of the utmost importance to the Mayor and City leaders; and

WHEREAS, on March 18, 2020 the Mayor of the City of Wausau declared a State of Emergency for the city and per that declaration the Mayor is duly authorized to institute all appropriate measures to be taken related to City employees in addressing and responding to this State of Emergency; and

WHEREAS, under that authority the Mayor has approved the attached Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus); and

WHEREAS, the Policy establishes administrative guidelines for employees regarding COVID-19 symptoms, prevention, alternate work arrangement and telecommunicating, travel restrictions and post-travel quarantine, exclusion from employment, leave benefits, and Workers Compensation; and

WHEREAS, the Policy shall be a living document updated by the Human Resources Department as needed as the situation develops, and employees will be notified in a timely manner of important updates; and

WHEREAS, revisions involving policy changes shall continue to require approval by the Mayor via proclamation to be ratified by the Common Council; and

BE IT RESOLVED, by the Common Council of the City of Wausau to approve the included Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus).

Approved:

Robert B. Mielke, Mayor

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

Effective: March 18, 2020

Revised:

BACKGROUND

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

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

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

The City of Wausau is still determining the most effective way to respond to the developing COVID-19 challenge. The health and wellbeing of our employees and the citizens of Wausau are of utmost importance to the City. The content of this policy may be revised by Human Resources staff, with approval from the Mayor and/or Council as appropriate, as procedures and public health recommendations change. The Human Resources Department continues to monitor progress of federal legislation governing COVID-19 responses, and will update this policy should additional legislation become law.

COVID-19 SYMPTOMS

People who are sick with influenza-like illness (fever plus at least cough or shortness of breath) should stay home and minimize contact with others, including avoiding travel, for at least 72 hours after your fever is gone and at least 7 days have passed since symptoms first appeared,

except to get medical care or for other necessities. (Your fever should be gone without the use of fever-reducing medicine.) If you will be tested to determine if you are still contagious, you can leave the home when you no longer have a fever, other symptoms have improved, and you received two negative tests in a row 24 hours apart.²

Employees who exhibit influenza-like symptoms as described above, or suspect an exposure to someone suffering from COVID-19, are required to report that information to their supervisor before returning to work. Suspected exposures should contact the Marathon County Health Department at 261-1900 for guidance.

PREVENTION

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

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

- Stay informed. Health officials will provide additional information as it becomes available.
- Employees should take these everyday steps to protect your health and lessen the spread of this new virus:
 - Cover your nose and mouth with a tissue when you cough or sneeze. Throw the tissue in the trash after you use it.
 - Wash your hands often with soap and water, especially after you cough or sneeze. Alcohol-based hand cleaners are also effective and will be available in your department.
 - Avoid touching your eyes, nose or mouth. Germs spread this way.
 - Clean and disinfect high-touch surfaces in your home, and to the extent possible avoid touching high-touch surfaces in public places.
 - If you are sick, you may be sick for a week or longer. You should stay home and keep away from others as much as possible, including avoiding travel and not going to work or school, for at least 72 hours after your fever is gone except to get medical care or for other necessities. (Your fever should be gone without the use of over-the-counter fever-reducing medicine.) If you leave the house to seek medical care, call ahead and wear a facemask, if available and tolerable, and cover your coughs and sneezes with a tissue. In general, you should avoid contact with other people as much as possible to keep from spreading your illness, especially people at increased risk of severe illness from influenza. Stay in a specific “sick room” and limit contact with people and pets.
 - Employees are expected to follow the CDC prevention guidelines found at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html> and <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>
 - For more information, visit the CDC website at <https://www.cdc.gov/coronavirus>

As a prevention technique, the CDC recommends that individuals perform routine environmental cleaning.

- Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
- No additional disinfection beyond routine cleaning is recommended at this time.
- Provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.³

City of Wausau Building Maintenance contacted the cleaning contractor responsible for City buildings, and they have assured that their staff received training regarding the current health crisis. However, all departments are strongly encouraged to establish appropriate in-house environmental cleaning procedures.

ALTERNATE WORK ARRANGEMENTS AND TELECOMMUTING

In an effort to slow the transmission of the disease, and in response to hardships developing from school closures, employees may request alternative work arrangements such as a schedule change or permission to work from home. Normally, these arrangements are heavily restricted under City policy. However, in response to this highly unusual situation, departments that are able to have employees work from home are authorized to do so. This accommodation may not be possible for all employees, and may only be possible for a limited number of employees. The Department head must determine what is appropriate for each individual situation. Department Directors should work with CCIT to ensure that telecommuting options are possible with the current technology available to the City, and that proper information security protocols are observed. Employees who are granted a telecommuting accommodation under this policy should be aware that this accommodation is temporary in nature, and may be revoked by the City. All telework accommodations granted under this policy will end when public health conditions related to the COVID-19 virus no longer require these extraordinary measures, as determined by the Mayor and/or Common Council. Employees being granted a telecommuting accommodation must complete a Temporary Work at Home Request Form, available in the Human Resources Department, prior to beginning to telecommute.

Barring additional instruction from the Mayor or Council, all departments are expected to maintain service to the citizens of Wausau. Alternate work arrangements and telecommunicating should not diminish service to citizens. Any decisions related to closure of departments or services require the approval of the Mayor or action by the Common Council.

TRAVEL RESTRICTIONS AND POST-TRAVEL QUARANTINE

The City of Wausau has restricted all work travel to locations with widespread or going community spread of COVID-19, and is prohibiting all non-essential work travel outside of Marathon County. Employees are required to report all out-of-state travel to their supervisors before their date of departure.

The CDC has issued travel guidelines and recommendations regarding travel on their website at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>. The City of Wausau is requiring employees follow CDC, Wisconsin Health Department, and Marathon County Health Department recommended guidelines for quarantine after travel. In other words, if you travel to an area which the CDC, Wisconsin Health Department or Marathon County Health Department is recommending a 14 day quarantine, the City of Wausau will not allow you to return to work until 14 days after your return. As of March 17, 2020, the CDC and Wisconsin Health Department are recommending a 14 day quarantine after travel to a country with a Level 3 Travel notice (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/after-travel-precautions.html>) or states with sustained community transmission (<https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>).

An employee who travels to a location subject to quarantine before the effective date of this policy is eligible for sick leave and other paid leave usage to cover a recommended quarantine period. Please note that an employee who travels to a Country with a Level 3 Health Notice or an area with community spread of COVID-19 after the effective date of this policy will not be eligible to use any paid leave for the required quarantine period.

EXCLUSION FROM EMPLOYMENT

The City of Wausau will take appropriate action to prevent, suppress and control COVID-19 and other communicable diseases. In order to maintain a safe work environment, the City of Wausau may exclude certain employees from employment if they are experiencing symptoms similar to COVID-19. Employees should first be given the opportunity to voluntarily leave the workplace and utilize sick or other paid leave balances. If the employee refuses, the employer may then exclude him/her from employment.

Individuals who are excluded from employment under this protocol will be given an Exclusion from Employment Notification Form (EENF) and will be directed to go home and will not be allowed to return to their worksite until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.

The CDC provides guidance regarding return-to-work requirements at <https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html>.

No disciplinary action will result from an employee's use of sick leave based on this exclusion. Employees who are excluded from work are eligible to use sick leave for the period of exclusion. An employee's Perfect Attendance Leave eligibility will not be affected by use of sick leave arising from an exclusion from work.

LEAVE BENEFITS

SICK LEAVE: The City of Wausau has a generous sick leave policy already in place to protect employees who need to miss work due to illness. An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. Employees may also use sick leave to attend medical appointments, and to care for a member of his/her family's serious health condition. For more information on the City's sick leave policy, please visit the Employee Handbook Section 8.06-Sick leave. This policy temporarily adjusts sick leave requirements so that an employee under a recommended quarantine (per CDC and Health department guidelines) is eligible to use sick leave for the quarantine period, even if the employee is asymptomatic, except as established under "Travel Restrictions and Post-Travel Quarantine" above.

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

FMLA: The seasonal flu and colds do not normally qualify for FMLA; however, depending upon the severity of symptoms and complications an employee may be eligible for FMLA because of a COVID-19 illness, or to care for a family member suffering from COVID-19. If you think you may be eligible for FMLA, or for more information on FMLA benefits, please contact your Human Resources department.

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

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

WORKERS COMPENSATION

Exposure to COVID-19 that arose from the employee's work may be eligible for Worker's Compensation. However, to be eligible for Worker's Compensation the exposure must be proven to have occurred while the employee was performing work. Employees who believe their exposure to COVID-19 is eligible for Worker's Compensation should follow established Worker's Compensation policies and procedures.

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

² “What To Do if You Are Sick.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

³ “Interim Guidance for Businesses and Employers.” *Centers for Disease Control and Prevention*, <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.

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

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

This section to be completed by Department Head or Authorized Designee

In accordance with the City of Wausau policy for employees with symptoms or exposure of COVID-19 flu (Coronavirus).

_____ has been excluded from employment
(Employee Name)

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

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.

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

(Department)

(Signature of Department Head or Authorized Designee)

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

The symptoms of COVID-19 include fever, cough, and shortness of breath. For most people, the immediate risk of becoming seriously ill from the virus that causes COVID-19 is thought to be low. Older adults and people of any age with underlying health conditions, such as diabetes, lung disease, or heart disease, are at greater risk of severe illness from COVID-19. Use the following checklist to help decide if you or someone in your family may have COVID-19:

☐ Yes ☐ No Do you have a fever of 100.4° F or greater using an oral thermometer?

☐ Yes ☐ No Do you have a cough?

☐ Yes ☐ No Do you have shortness of breath?

Seek medical advice if you

- Develop any of the above symptoms

AND

- Have been in close contact with a person known to have COVID-19 or live in or have recently traveled from an area with ongoing spread of COVID-19. Call ahead before you go to a doctor's office or emergency room. Tell them about your recent travel and your symptoms.

SHOULD I STAY HOME FROM WORK?

If you checked yes to a fever you should stay home at least 24 hours after your fever and any other symptoms are gone. Your fever and other symptoms should be gone without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). During this time:

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

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

CITY OF WAUSAU
TEMPORARY WORK AT HOME REQUEST FORM

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

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

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

Employee Signature

Date

Department Head Signature

Date

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

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

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

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

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

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

Supervisors who have concerns or questions about employees must consult with the Human Resources Department or a Marathon County Health Department Representative before considering sending the employee home and excluding him/her from the workplace. If, after careful consideration and consultation, it is determined that the employee should be excluded from employment, the department head or authorized designee should complete the Exclusion from Employment Notification Form (EENF) and give a copy to the employee. The original EENF should be provided to Human Resources and placed in the employee medical file. Explain to the employee that he/she is being excluded from employment until he/she meets the criteria to be allowed to return.

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

The employee can go/stay home if he/she has the symptoms. The employee may use sick or other paid leave and should follow all departmental leave rules and policies.

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

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

Do not assume that every employee who calls in sick as symptoms of COVID-19. If, when he/she reports back to work, he/she displays symptoms consistent with COVID-19, the protocol for exclusion should then be followed.

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

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

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

You should call 261-1900 and consult with someone from Marathon County Health Department.

If your employee is requesting absence to care for a family member who has been diagnosed with a confirmed or presumptive case of COVID-19, all City and departmental policies and procedures regarding requesting and receiving approval for sick leave will apply. Per City policy, an employee may use sick leave for a member of his/her family's serious health condition, where the serious health condition is certifiable under FMLA or where the immediate family member requires the constant attention of the employee. Immediate family is defined as the employee's spouse, child, parent or relative living in the same household as the employee.

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

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

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

Individuals who are excluded from employment under this protocol will not be allowed to return to work until either:

- At least 72 hours after his/her fever is gone has elapsed, other symptoms have improved, and at least 7 days have passed since symptoms first appeared. (Employee fever should be gone without the use of fever-reducing medicine.)
- Fever is gone (without use of fever-reducing medicine), other symptoms have improved, and receipt of two negative tests in a row 24 hours apart.

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

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

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

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

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

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

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

Employees who are excluded from employment under this policy can use sick or other accrued leave for all time away from work.

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

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

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

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

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

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

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

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

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

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

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

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

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

If an employee's child is asymptomatic, any absences related to child care remain ineligible for sick leave usage. The employee may use any paid leave other than sick leave for these absences, provided the absence is duly approved according to department rules.

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

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

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

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

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

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

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

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

RESOLUTION OF THE COMMON COUNCIL

Ratifying the Emergency Proclamation of the Chief Executive Officer pertaining to the Covid-19 Pandemic and Declaration of Emergency

Committee Action: Pending

Fiscal Impact:

File Number: 20-0317

Date Introduced: March 24, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, a novel strain of the coronavirus, named COVID-19, has spread throughout numerous countries including the United States; and

WHEREAS, the World Health Organization declared a Public Health Emergency of International Concern on January 30, 2020 and on March 11, 2020, characterized the outbreak as a pandemic; and

WHEREAS, the United States Department of Health and Human Services declared a Public Health Emergency on January 31, 2020; and

WHEREAS, the Governor of the State of Wisconsin, on March 12, 2020, declared a State of Emergency; and

WHEREAS, the President of the United States declared a national emergency on March 13, 2020; and

WHEREAS, the conditions created by the proclamation of these public health emergencies pose a continuing and substantial threat to public order, life, health and safety of the citizens of the City of Wausau, and

WHEREAS, the City of Wausau, in cooperation with the local, state and federal governmental entities desires to take action to prevent exposure to and spread of the COVID-19 coronavirus; and

WHEREAS, the Common Council was unable to meet with promptness to address this issue immediately and the Mayor declared a State of Emergency on March 18, 2020, under the authority provided to the chief executive officer pursuant to Wis. Stats. §§ 323.11 and 323.14(4)(b).

NOW, THEREFORE, BE IT RESOLVED that the actions of the Mayor for the City of Wausau, declaring a State of Emergency within the City of Wausau in response to the COVID-19 Coronavirus are hereby ratified and affirmed.

BE IT FURTHER RESOLVED that the Common Council of the City of Wausau hereby declares a state of emergency, which continues and extends the powers granted by the Mayor's Proclamation, dated March 18, 2020.

BE IT FURTHER RESOLVED in addition to the emergency powers enumerated above, if the Council is unable to meet, the Mayor is hereby authorized and directed to take such actions as may be necessary and expedient to continue regular operations of the City of Wausau.

BE IT FURTHER RESOLVED any actions taken under this authorization shall be presented to Council for ratification as soon thereafter as possible.

BE IT FURTHER RESOLVED that this declaration of a state of emergency shall extend to such date and time as the emergency has ended or the Council terminates the period of emergency.

Approved:

Robert B. Mielke, Mayor



**CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
PROCLAMATION OF STATE OF EMERGENCY
PURSUANT TO WIS. STATS. §323.14(4)(b)**

WHEREAS, the 2019 novel coronavirus (“COVID-19”) is a contagious, and at times fatal, respiratory disease; the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States significantly affect the lives and health of citizens, as well as the economy, and is a disaster that impacts the health, security and safety of the public; and

WHEREAS, on January 30, 2020, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern; on January 31, 2020, the United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the entire United States to aid the nation’s healthcare community in responding to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, on March 12, 2020, the Governor of the State of Wisconsin through Executive Order #72 declared a State of Emergency in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency with respect to the COVID-19 outbreak; and

WHEREAS, COVID-19 has or is expected to impact the City of Wausau; and

WHEREAS, emergency conditions exist and the Common Council of the City of Wausau is unable to meet promptly to address all conditions; and

WHEREAS, pursuant to Wis. Stats. §§323.11 and 323.14(4)(b), it is necessary and expedient for the public order, life, health, safety, and welfare of the City of Wausau to proclaim that emergency conditions exist; and

WHEREAS, the emergency has or will imminently cause the City of Wausau to extend, commit and exhaust its pertinent available resources; and

WHEREAS, the City of Wausau requests State and Federal assistance and advises the State of Wisconsin of its emergency conditions.

NOW, THEREFORE, pursuant to Wis. Stats. §§323.11 and 323.14(4)(b), as Mayor and Chief Executive Officer of the City of Wausau, I hereby:

1. Proclaim that a public health state of emergency exists in the City of Wausau; and it is necessary and expedient for the health, safety, and protection of the City to temporarily suspend or modify applicable ordinances or resolutions to allow immediate response to meet the needs of the



extraordinary existing conditions for as long as the emergency public health emergency remains in effect in this state; and

2. Authorize the emergency purchase of goods and materials; and
3. Authorize emergency purchases of services; and
4. Authorize the closure or other appropriate limitations related to access by the public in all departments or City buildings and facilities as necessary and mandated as a result of the current emergency declaration; and
5. Authorize that all appropriate measures be taken related to City employees in addressing and responding to this state of emergency; and
6. This Proclamation shall be implemented consistent with applicable laws and subject to the availability of existing monies for such purposes.

Dated this 18th day of March, 2020, in Wausau, Wisconsin.

Robert B. Mielke, Mayor

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

RESOLUTION OF THE COMMON COUNCIL

Approving Agreement for the Providing of Workforce Staffing between Wausau metro area municipalities

Committee Action: Pending

Fiscal Impact: Unknown at this time

File Number: 20-0316

Date Introduced: March 24, 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, area municipalities are responsible for furnishing a multitude of services to the public that serve the primary functions related to health, safety and welfare which include local roads, safe drinking water, sanitation, air and water pollution as well as providing for parks and recreational facilities and collecting taxes and administering elections; and

WHEREAS, area municipalities often have a limited workforce that is competent to operate specialized equipment and generally conduct operations related to each of the various services that are provided to the public; and

WHEREAS, area municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage, and loss of life and property; and

WHEREAS, on March 12, 2020 the Governor of Wisconsin in Executive Order No. 72 declared a statewide public health emergency in response to the COVID-19 Coronavirus; and

WHEREAS, the COVID-19 Coronavirus is anticipated to have widespread effects, and may result in the incapacity of an area municipality's limited workforce necessary for the provision of certain services to the public; and

WHEREAS, Wis. Stat. § 66.0301(2) authorizes municipalities to enter into agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, area municipalities desire to create and participate in a joint program of aid and assistance in order to maintain public services despite any workforce disruptions or other adverse impacts which may include the Covid-19 Coronavirus; and

WHEREAS, it is the intention of the area municipalities that this Agreement be a binding and enforceable contract within the meaning of Wis. Stat. § 66.0301.

NOW, THEREFORE BE IT RESOLVED that:

- A. By signing this Agreement, a municipality agrees to comply with the understandings, commitments, terms, and conditions for providing and receiving aid and assistance as set forth in this Agreement.
- B. In the event of need as determined by the requesting municipality, a municipality's authorized official may request aid and assistance from another municipality. Requests for assistance may be made orally or in writing. Requests for assistance shall be directed to the authorized official of the municipality requested to provide the aid and assistance.
- C. After a municipality receives a request for assistance, the respective authorized official shall evaluate the availability of resources and other applicable circumstances, to determine the level of ability to respond to the request, if any. The responding official shall then inform the requesting municipality, as soon as practical, whether assistance will be able to be provided. In the case of assistance being extended, the responding municipality should inform the requesting municipality regarding the type and timeline of assistance being extended. Additionally, the responding party shall in writing, prior to services being rendered, what cost and terms of payment, if any, shall be charged to the requesting party for the service provided.
- D. During the period of assistance being extended, employees of a municipality remain employees of that municipality. Personnel sent by a responding municipality shall remain under the overall supervision and control of the responding municipality.
- E. The responding municipality's authorized official retains the right to withdraw some or all of its assistance at any time and for any reason in the sole discretion of the responding municipality. Notice of intention to withdraw shall be communicated to the requesting municipality's authorized official as soon as is practicable under the circumstances.
- F. All municipalities are entitled to governmental immunities under law, including but not limited to Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each municipality may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Wis. Stat. § 893.80, and as it is amended from time to time.

- G. Each municipality shall bear the risk of its own actions, as it does with its respective day-to-day operations.
- H. The employees of a responding or requesting municipality shall be covered by his or her employing municipality for purposes of worker's compensation, unemployment insurance, and benefits under Wis. Stat. ch. 40 regardless of whether the municipality is a responding or requesting municipality under this Agreement.
- I. Any municipality may terminate its participation in this Agreement by written notice to the other participating municipalities.
- J. If any portion of this Agreement is determined to be illegal, null or void or against public policy, for any reason, or held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
- K. As this is a reciprocal Agreement, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.
- L. Given the finite resources of any jurisdiction and the potential for a party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. In addition, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.
- M. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.
- N. To the extent any of the provisions of this agreement conflict with any other agreements to which a signatory may be a party, this agreement shall be controlling during the extant public health emergency.

BE IT FURTHER RESOLVED that the Common Council of the City of Wausau does hereby authorize the proper city officials to execute the attached Agreement of the Providing of Workforce Staffing.

Approved:

Robert B. Mielke, Mayor

AGREEMENT FOR THE PROVIDING OF WORKFORCE STAFFING

WHEREAS, area municipalities are responsible for furnishing a multitude of services to the public that serve the primary functions related to health, safety and welfare which include local roads, safe drinking water, sanitation, air and water pollution as well as providing for parks and recreational facilities and collecting taxes and administering elections; and

WHEREAS, area municipalities often have a limited workforce that is competent to operate specialized equipment and generally conduct operations related to each of the various services that are provided to the public; and

WHEREAS, area municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage, and loss of life and property; and

WHEREAS, on March 12, 2020 the Governor of Wisconsin in Executive Order No. 72 declared a statewide public health emergency in response to the COVID-19 Coronavirus; and

WHEREAS, the COVID-19 Coronavirus is anticipated to have widespread effects, and may result in the incapacity of an area municipality's limited workforce necessary for the provision of certain services to the public; and

WHEREAS, Wis. Stat. § 66.0301(2) authorizes municipalities to enter into agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, area municipalities desire to create and participate in a joint program of aid and assistance in order to maintain public services despite any workforce disruptions or other adverse impacts which may include the Covid-19 Coronavirus; and

WHEREAS, it is the intention of the area municipalities that this Agreement be a binding and enforceable contract within the meaning of Wis. Stat. § 66.0301.

NOW, THEREFORE BE IT RESOLVED that:

- A. By signing this Agreement, a municipality agrees to comply with the understandings, commitments, terms, and conditions for providing and receiving aid and assistance as set forth in this Agreement.
- B. In the event of need as determined by the requesting municipality, a municipality's authorized official may request aid and assistance from another municipality. Requests for assistance may be made orally or in writing. Requests for assistance shall be directed to the authorized official of the municipality requested to provide the aid and assistance.

- C. After a municipality receives a request for assistance, the respective authorized official shall evaluate the availability of resources and other applicable circumstances, to determine the level of ability to respond to the request, if any. The responding official shall then inform the requesting municipality, as soon as practical, whether assistance will be able to be provided. In the case of assistance being extended, the responding municipality should inform the requesting municipality regarding the type and timeline of assistance being extended. Additionally, the responding party shall in writing, prior to services being rendered, what cost and terms of payment, if any, shall be charged to the requesting party for the service requested.
- D. During the period of assistance being extended, employees of a municipality remain employees of that municipality. Personnel sent by a responding municipality shall remain under the overall supervision and control of the responding municipality.
- E. The responding municipality's authorized official retains the right to withdraw some or all of its assistance at any time and for any reason in the sole discretion of the responding municipality. Notice of intention to withdraw shall be communicated to the requesting municipality's authorized official as soon as is practicable under the circumstances.
- F. All municipalities are entitled to governmental immunities under law, including but not limited to Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each municipality may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Wis. Stat. § 893.80, and as it is amended from time to time.
- G. Each municipality shall bear the risk of its own actions, as it does with its respective day-to-day operations.
- H. The employees of a responding or requesting municipality shall be covered by his or her employing municipality for purposes of worker's compensation, unemployment insurance, and benefits under Wis. Stat. ch. 40 regardless of whether the municipality is a responding or requesting municipality under this Agreement.
- I. Any municipality may terminate its participation in this Agreement by written notice to the other participating municipalities.
- J. If any portion of this Agreement is determined to be illegal, null or void or against public policy, for any reason, or held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
- K. As this is a reciprocal Agreement, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance

have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

- L. Given the finite resources of any jurisdiction and the potential for a party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. In addition, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.
- M. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of *any* third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever.
- N. To the extent any of the provisions of this agreement conflict with any other agreements to which a signatory may be a party, this agreement shall be controlling during the extant public health emergency.

IN WITNESS WHEREOF, the area municipalities set forth below each cause this Agreement to be signed, sealed and binding on its' behalf, by its' duly authorized representatives, all as of this ____ day of March, 2020.

Municipality: _____

Name, Title

ATTEST:

Name, Title

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

RESOLUTION OF THE COMMON COUNCIL

Approving Public Works Emergency Response Mutual Aid Agreement

Committee Action: Pending

Fiscal Impact: Unknown at this time

File Number: 20-0313

Date Introduced: March 24, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their powers on a basis of mutual cooperation; and

WHEREAS, municipalities are geographically vulnerable to a variety of natural and technological disasters and recognizing this vulnerability; and

WHEREAS, the parties to this Agreement and the State of Wisconsin have recognized the importance of coordination and cooperation between local governments; and

WHEREAS, pursuant to Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies.

NOW, THEREFORE, BE IT RESOLVED pursuant to Section 66.0301 of the Wisconsin Statutes, the entities agree to enter into this Agreement for cooperative and reciprocal public works

emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance.

BE IT FURTHER RESOLVED that the Common Council of the City of Wausau do hereby authorize the proper city officials to execute the attached Public Works Emergency Response Mutual Aid Agreement.

Approved:

Robert B. Mielke, Mayor

Public Works Emergency Response Mutual Aid Agreement

This Public Works Emergency Response Mutual Aid Agreement (hereinafter "Agreement") is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their powers on a basis of mutual cooperation; and

WHEREAS, municipalities are geographically vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, the parties to this Agreement and the State of Wisconsin have recognized the importance of coordination and cooperation between local governments; and

WHEREAS, pursuant to Section 66.0301(2) of the Wisconsin Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies.

THEREFORE, pursuant to Section 66.0301 of the Wisconsin Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies, and any other resources needed to respond to a disaster.

B. "AUTHORIZED REPRESENTATIVE" means a party's employee or his/her designated representative who has been authorized, in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement. The list of Authorized

Representatives and, where required, designated representatives, for each party shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each party and attached to this Agreement listing the equipment, personnel/positions and other resources a party has available for aid and assistance.

E. "PARTY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative or the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

G. "RECIPIENT" means the party setting forth a request for aid and assistance to another party (the "Provider"). The Recipient shall be represented by the Authorized Representative of the party for which aid and assistance is requested.

SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

A. As this is a reciprocal Agreement, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for a party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. In addition, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred in Sections 61.34(1) and 62.11(5) of the Wisconsin Statutes. Functions and activities performed under

this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of *any* third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

SECTION III: SEMI-ANNUAL REVIEW

The authorized representatives of each party shall meet semi-annually to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement.

SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless Recipient deems the resources available within the stricken area inadequate. When Recipient becomes affected by a disaster and deems its resources inadequate to rectify the given situation, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

- (1) **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;
- (2) **Services:** Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;
- (3) **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which aid and assistance are needed (water/sewer, storm water systems, streets) and the type of aid and assistance needed;
- (4) **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
- (5) **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services;

(6) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient by final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement);
- (3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's contact person/coordinator personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any party to this Agreement to provide aid and assistance to any Recipient. Each party has the right to reject any request for aid and assistance.

SECTION VI: SUPERVISION AND CONTROL

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

- (1) Have the authority to assign work and establish work schedules for Provider's personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Recipient is ultimately in control of supervising personnel of both Recipient and Provider as necessary to comply with the workers compensation laws of Wisconsin and Section X of this Agreement.

SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of twenty-four (24) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The twenty-four hour period and any other agreed upon time periods shall start when the aid and assistance depart from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance return to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section 11 of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT

A. **PERSONNEL** - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. **PROVIDER'S TRAVELING EMPLOYEE NEEDS** - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. **EQUIPMENT** - Provider shall document the use of its equipment during the period of aid and assistance including, without limitation, all repairs to its equipment as determined necessary by its on-site contact person/coordinator to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

D. **MATERIALS AND SUPPLIES** - Provider shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. **REIMBURSEMENT OF COSTS** - Provider's costs as documented in this Section will only be reimbursed by Recipient if Recipient receives a monetary benefit, grant or disaster funding from a third party including, but not limited to, federal or state disaster relief.

SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own employees.

SECTION XI: IMMUNITY

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Wisconsin law and all grants of immunity pursuant to Section 893.80 of the Wisconsin Statutes shall apply.

SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Recipient (as indemnitor) agrees to protect, defend, indemnify, and hold harmless all providers (as indemnitees), and their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs or litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Recipient (indemnitor) further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at recipient's (indemnitor's) sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS

A. MANNER - This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

B. ADDITION OF OTHER ENTITIES - Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement: (2) sending the executed Agreement to all parties: and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may

withdraw from the Agreement at any time by written notification served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

SECTION XV: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XVI: SEVERABILITY - EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid.

Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVII: EFFECTIVE DATE

This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

SECTION XVIII: SIGNATURES OF ALL PARTIES TO THE AGREEMENT

Date

Date

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

RESOLUTION OF THE COMMON COUNCIL

Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Committee Action: Pending

Fiscal Impact: Unknown

File Number: 20-0314

Date Introduced: March 24, 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 Wausau Fire Department and Wisconsin Department of Natural Resources (DNR), wish to enter into an agreement for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR in Cooperative Area; and

WHEREAS, Section 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and Section 23.09(4), Wis. Stats., and Section NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies; and

WHEREAS, the DNR and the Wausau Fire Department pursuant to Sections 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires.

NOW, THEREFORE, BE IT RESOVLED by the Common Council of the City of Wausau that the property city officials are hereby authorized to execute the attached Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services.

Approved:

Robert B. Mielke, Mayor

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Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name <i>Wausau Fire Department</i>		Check one ☐ In DNR Fire Protection Area ☒ In Cooperative Area	
Address <i>606 E Thomas Street</i>		Phone Number (include area code) <i>715.261.7900</i>	
City <i>Wausau</i>	State <i>WI</i>	ZIP Code <i>54403</i>	Tax ID # <i>39-6005648</i>

Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits.
 - ii. Fires that cannot be located.
 - iii. False alarms.
 - iv. Structural fires.
 - v. Vehicular or equipment fires.
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
- i. "Reportable Fires" are all other fires not listed in section. 1. g.

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- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below.

Choose an option from each response category and check the selected option box.

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

☒ **Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

☐ **Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.

☒ **Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

☐ **Option 1.** No payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

☒ **Option 2.** Receive payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

9. BILLING PROCEDURE

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

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- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.
 - i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.
 - ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

10. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - 1 4x4 brush rig (ICS Type 5-7 Engine);
 - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
 - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

12. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning
\$100/hour.
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning
\$50/hour.
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning
\$12.25/hour.
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

Form 4300-061 (R 12/19)

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Board and approved in accordance with statutes.

14. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

15. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

16. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

17. ASSIGNMENT

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

18. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

19. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

20. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES For the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department Wausau Fire Department	Date Signed March 17, 2020
Signature of Other Authorized Representative		Date Signed

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: Pending

Fiscal Impact: \$5,348.34

File Number: 03-0306

Date Introduced: March 24, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Bad Debt Expense</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$5,348.34</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, the Finance Committee has reviewed the list of 2018 delinquent personal property taxes on Attachment A and recommends the write off **and** charge back of these taxes as provided within the State of Wisconsin Statutes, Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410, a total of \$5,348.34 (the City's portion) in personal property taxes and \$9,360.77 from account #110-11145 Due from other governments in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

Robert B. Mielke, Mayor

2018 DELINQUENT PERSONAL PROPERTY TAX CHARGEBACKS

A1 Wausau Cab	O	\$ 159.45
ACI	O	132.87
Access by Angela	O	146.16
Ascend IT/Ascend Digital Media	O	172.74
Associated Retirement Planners	O	39.86
Beautiful (Sean Osborn)	O	199.31
Sherrie Fuentes (Bridal Bug LLC)	O	47.83
The Bon-Ton Dept Stores Inc	O	9,574.88
Candy Shop Vapor & Glass	O	100.98
Bruce Fermanich (BMW Fuel Mart)	O	21.26
Haven Truck & Fleet Accounting	O	63.78
Ivan Mitchell Photography	O	79.72
Lao'd Eatery LLC	O	664.37
Maharlika	O	154.13
Mystic Massage	O	77.07
Ojhon Salon (Nance Tawny)	O	252.46
Perspektive Media Group	O	108.96
Kustom Auto & Repair	O	308.27
Revelation Glassworks	O	55.81
Safe Alert LLC	O	93.01
Rouland Steppert (Valley Construcion / Badger Roofing)	O	1,124.11
Wausau Metro Realty	O	996.55
Wausau MFG Corp	O	<u>135.53</u>

\$ 14,709.11

chargeback O - Out of Business/no response

chargeback B - Bankruptcy

Breakdown for resolution -

City of Wausau	\$ 5,348.34
State of Wisconsin	-
Marathon County	2,624.75
Wausau School District	6,048.64
NTC	<u>687.38</u>
	<u>\$ 14,709.11</u>