



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, July 14, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Communications and recommendations from the Mayor: Policing Task Force			
File #	CMT	Consent Agenda	ACT
20-0601	COUN	Minutes of previous meetings, (6/09/20, 6/23/20 & 6/30/20)	Place on file
20-0707	CISM	Resolution Accepting Easement with Wisconsin Public Service for facilities at 110 East Thomas Street	Approved 5-0
19-0912	CISM	Resolution Approving revised permanent and temporary sanitary sewer easements at 400 East Thomas Street (Marathon County)	Approved 5-0
19-0812	CISM & PLAN	Final Resolution Vacating and discontinuing South 18th Avenue from South 17th Avenue to South 18th Avenue	Approved 3-0 Approved 7-0
20-0706	ED	Resolution Approving the exchange of city-owned land parcels with Eye Clinic of Wisconsin for the construction of a connecting trail to the River Edge Trail system	Approved 5-0
20-0706	ED	Resolution Approving the exchange of city-owned land parcels with McDevco Inc. for the construction of a connecting trail to the River Edge Trail system	Approved 5-0
20-0710	PLAN	Resolution Approving preliminary plat for Siewert Park	Approved 6-0
20-0705	PLAN	Ordinance Rezoning 2811 West Wausau Avenue from SR-2, Single Family Residential Zoning District to DR-8, Duplex Residential-8 Zoning District	Approved 6-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 5-0
03-0119	PH&S	Ordinance Amending Section 17.24.020 Open fire and burning allowed by permit	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
20-0703		Mayor's Appointments	
20-0711	ED	Resolution Approving the sale of 8104 Enterprise Drive in the Wausau Business Campus to Fischer & Son Transport Inc., dba AC & Sons Party Tent Rentals for \$25,000 for the construction of a 15,400-sq. ft. office and warehouse building	Approved 4-1
15-0708	ED	Resolution Authorizing execution of parking lot lease with Riverlife Wausau, LLC (Fulton Street between River's Edge Trail and North River Drive)	Approved 5-0
12-1017	FIN	Resolution Approving Amendment for storage space for Stone Mill historic saw mill structure with Andy Johnson	Approved 5-0
20-0112	HR	Resolution Approving Restructuring of Police Department Clerical Staffing	Approved 5-0
20-0713	HR	Resolution Ratifying the City's DOT Alcohol and Anti-Drug Policy	Approved 5-0
20-0704	PLAN	Resolution Approving a conditional use at 200 Park Avenue to allow for community gardens, in a UMU, Urban Mixed-Use Zoning District	Approved 5-0
		Suspend the Rules- 6(B) Filing and 12 (A) Referral of Resolutions (2/3 vote required)	
20-0310	COUN	Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).	Pending
08-0404	COUN	Ordinance Creating Section 1.08.060 Board of Absentee Ballot Canvassers	Pending
91-1008	FIN	Resolution Modifying the Revenue Policy	Pending
91-1008	FIN	Resolution Modifying the Capital Policy	Pending
20-0712	FIN	Resolution Authorizing the installation of protective glass within the Clerk Customer Service area to protect the public health and reduce the risk of transmission in public facilities	Pending
20-0708	FIN	Resolution Approving property lease agreement with Lunda Construction Co. at 180 E. Wausau Avenue	Pending
19-1109	FIN	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2020 Comprehensive Fee Schedule) Re: Pet licensing penalty	Pending
19-1109	FIN	Resolution Approving the 2020 budget modification for the increase of Hot Mix for 2020	Pending
19-1109	FIN	Resolution Approving the 2020 budget modification for the sign shop storage	Pending
08-0609	FIN	Resolution Approving parking space lease agreement with Balding Eagle, Inc. for Athletic Park parking	Pending
20-0709	FIN & HR	Joint Resoltuion Creating a Sign-on Hiring Bonus	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is 146 862 8072. Password: wausau**

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 6/10/20 @ 12:00 PM Questions regarding this agenda may be directed to the City Clerk.

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

DRAFT: Wausau Policing Task Force
Version: 7.9.2020

Mission / Purpose: The Wausau Policing Task Force shall provide community-led public safety recommendations to the public, the Wausau City Council, and the Wausau Police Department about how best to protect the human health, safety, and general welfare of Wausau residents and visitors who come into contact with the law enforcement system.

The Task Force will assess policing policies and practices, investigate the community's unmet social needs that may introduce people to law enforcement, and examine systemic racism.

The Task Force shall craft and present recommendations for Wausau's safety and public interests, including the development of human services and policing policy recommendations consistent with applicable state and federal laws, Wisconsin Law Enforcement Accreditation Group guidelines, and Wisconsin Law Enforcement Standards Board regulations.

Membership: Shall be comprised of seven (7) members consisting of at least one (1) City Council Alder, two (2) Police and Fire Commissioners, and representatives from diversity and justice advocacy groups and citizens. The mayor will appoint the chair.

Duties and Responsibilities: The Wausau Policing Task Force shall have the following powers and duties, along with other duties as delegated to it by the mayor and City Council:

1. Assess and analyze Wausau's current policing policies and practices including the implications the policies and practices have on the City, its residents, and resources.
2. Investigate underlying social needs, including mental health problems, homelessness, and trauma that bring people into contact with law enforcement.
3. Analyze the Police and Fire Commission's officer screening, selection, hiring, and disciplinary process.
4. Examine systemic racism and weigh its impact on service delivery, including policing, in the City of Wausau.
5. Suggest additional research, data, and analysis to be undertaken in order to reach the Task Force and community's goals.
6. Evaluate the role of citizen oversight, including but not limited to Wausau's Police and Fire Commission in Wausau's policing practices.

7. Provide and present policing and human service policy recommendations to the Wausau City Council and the Wausau Police Department.
8. Participate in community engagement activities and dialogues about policing, human service needs, and systemic racism.
9. Conduct a public hearing on the proposed recommendations.
10. Facilitate communications between the Wausau Policing Task Force, other local governmental units, and the public.
11. The committee's work and recommendations should protect the public health, safety, and welfare and promote the public interests consistent with City of Wausau Municipal Code.
12. Recommend priorities for local actions proposed by the Wausau Policing Task Force.
13. Develop a plan of action for Wausau Policing Task Force recommendations.

Definitions:

Police and Fire Commission: The statutorily established committee made up of Wausau citizens with the authority to hire, fire, and discipline police and fire officers.

Systemic/Institutional Racism: Racial discrimination that is embedded or established as normal with an organization or society.

Other Organizational Relationships: The Wausau Policing Task Force will work with the Wausau City Council, the Wausau Police and Fire Commission, and the Wausau Police Department to develop community wide policies relating to policing and community needs and will work with other City Council Committees and local governmental units as the need arises.

Task Force Members:

Alder XX, Wausau City Council
Commissioner XX, Police and Fire Commission
Commissioner XX, Police and Fire Commission
XX, Citizen Member
XX, Citizen Member
XX, Citizen Member
XX, Citizen Member
XX, Citizen Member

Staff Participants:

Wausau Police Chief Ben Bliven
XX, Clerk

Anticipated Timeline

Timeline is tentative pending more thorough project planning by the task force team.

- Quarter 2 2020: Task Force convenes
- Quarter 3 2020: Progress Report on Task Force
- Quarter 4 2020: Council study session on recommendations
- Quarter 4 2020: Public engagement sessions
- Quarter 1 2021: Implementation of recommendations
- Quarter 3 2021: Implementation progress update

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OFFICIAL PROCEEDINGS OF THE MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, June 9, 2020 at 6:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

06/09/2020

Roll Call indicated 11 members present.

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

Proclamations:

Mayor Rosenberg proclaimed the observance of FLAG DAY on June 14, 2020 and asked that the citizens to honor our Flag and the men and women of the armed services who have served under it. Wherever the flag lies or flies, the message is clear: We rise and fall together, as one Nation and one people.

Mayor Rosenberg declared June 19, 2020 as JUNETEENTH in the City of Wausau and urged all citizens to become more aware of the significance of this celebration in African-American history and in the heritage of our nation.

Mayor Rosenberg proclaimed June as Pride Month in Wausau and stated we recognize and embrace the responsibility for the City of Wausau to set a positive example for the community in ensuring that our employment practices and work environments are respectful of all people, regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges.

Mayor Rosenberg proclaimed JUNE as DAIRY MONTH in the City of Wausau and encouraged all to salute the dairy farmers and the dairy industry for their contributions to our economy and to our dairy health.

Mayor Rosenberg proclaimed June, 2020, as ROLLER DERBY MONTH in the City of Wausau and partner with Mayor Mike Wiza in the City of Stevens Point in recognition of the hard work and dedication to the sport and to the community of Stevens Point and Wausau and the surrounding central Wisconsin area.

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

- 1) Tim Thurs, 1800 Baneberry Ct, spoke in favor of scheduling the athletic fields for organized sports.
- 2) Jay Stahl, resident of Wausau, spoke regarding Juneteenth.
- 3) Judith Miller, 903 Kickbusch St, spoke in opposition to opening the swimming pools.
- 4) Leslie Kremer, City Clerk, stated she received 19 emails in support of opening the athletic fields to allow for organized sports from: Tim Thurs, Gary Stockwell, Amy Dykstra, Jen Fictum, Paul Reinertson, Paul Kilde, Desi Klammer, Candy Thurs, Brian Fendos, Paul Rye, Amanda Schuett, Jon Winter, Melissa Stockwell Luke Rodemeier, Jodi Sitte, Sarah Werth Gage Stockwell, Chip and Barb Winter, and Garrison Stockwell.
- 5) Leslie Kremer stated 2 emails were received in support of opening pools in the City of Wausau from Jamie Rye and Sarah Werth.
- 6) Leslie Kremer stated an email was received from Krista Salas in support of the rezoning of 512 Franklin Street.
- 7) Pat Peckham read an email from former Aldersperson David Nutting in support of opening the pools.

Consent Agenda

06/09/2020

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

Ryan requested 20-0610 be removed from the Consent Agenda.

20-0501 Minutes of previous meetings. (5/19/20 & 5/26/20)

20-0505 Joint Resolution of the Airport Committee and Finance Committee Approving Wausau Flying Service to utilize federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader

01-0718 Joint Resolution of the Airport Committee and Finance Committee Authorizing execution of a ten (10) year lease between the City of Wausau (“City”) and the United States of America (“Lessee”) for use by the Federal Aviation Administration for antenna and rack space at the City of Wausau Downtown Airport

18-0411 Joint Resolution of the Airport Committee and Finance Committee Approving Sale of Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger’s hangar to Merchant Property Investment LLC, including approval of new ground lease to Merchant Property Investment LLC and approval of termination of current ground lease with Wallschlaeger

20-0605 Ordinance of the Plan Commission Rezoning 516 Steuben Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

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

20-0606 Ordinance of the Public Health & Safety Committee Amending Section 5.04.030 Investigation of certain applicants.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0610 06/09/2020

Motion by Rasmussen, second by Martens to adopt the Ordinance of the Public Health & Safety Committee Repealing and replacing subsections (a) and (b) of Section 15.24.010 Boundaries.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0603 06/09/2020

Motion by Watson, second by Herbst to confirm the Mayor’s Appointments to various boards, committees and commissions.

Yes Votes: 11 No Votes: 0 Result: PASS

19-1109 Amendment 06/09/2020

Motion by Rasmussen, second by Wadinski to amend the Resolution of the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2020 Comprehensive Fee Schedule) – to add license holders receiving the fee reduction will attest/certify that they will follow the CDC and WEDC safe reopen guidelines.

Maryanne Groat indicated she researched what other communities were doing and found there were a couple in the Milwaukee area that required business owners to certify they would follow the CDC and WEDC Guidelines for Safe Reopening in order to receive a fee reduction.

Yes Votes: 11 No Votes: 0 Result: PASS

19-1109 06/09/2020

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Finance Committee Authorizing the modification of fees as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0611 06/09/2020

Motion by Neal, second by Watson to adopt the Resolution of the Park & Recreation Committee Approving following CDC Guidelines with respect to playground facilities and signing them closed.

Larson asked for clarification regarding whether playgrounds are closed and if it would be enforced or is just a formality. Mayor Rosenberg stated playgrounds will have signs posted stating they are closed. Rasmussen added the playgrounds will be signed as closed however, they will not be fenced or taped off and people will be notified that if they play on the equipment it is not sanitized.

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

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

20-0612

06/09/2020

Motion by Neal, second by Peckham to adopt the Resolution of the Park & Recreation Committee Approving the opening of athletic fields for organized sports.

Neal stated he supported it because there will be organization and the kids will be under direct adult supervision who have indicated they are taking measures to ensure safety.

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

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

20-0613

06/09/2020

Motion by Neal, second by Peckham to adopt the Resolution of the Park & Recreation Committee Approving the opening of two of the City's three swimming pools for the 2020 summer season.

Rasmussen stated after Park & Rec Committee met and recommended the opening of two pools the issue was forwarded to Public Health & Safety Committee. She noted the park staff has indicated they have funding in their budget to fund operations at all three pools if this Council would choose to open them. PH&S and Finance concurred that if pools were opened, it would be better to open all three pools to thin out attendees between them instead of two and to choose which one to close. She stated the majority of her constituents favor closing pools.

Discussion followed.

Watson questioned how much would be saved by closing the pools and what projects the funds could be used for. Jamey Polley, Parks Director, stated if we did not open the pools this year they would save the levy \$123,447. This money could be used however the Council wished. Some of the projects the Parks Department has coming forward for 2021 that we could move up to this year are: playground replacements (which is on a 5 year cycle) and there are six to seven more to replace; decking replacement at Barker Stewart Island; maintenance to Memorial Park seawall; operation equipment at the shop that needs updating; gravel base for a portion of the River Edge Trail; masonry work at Stewart Park; Sylvan Hill's parking lot and tennis court improvements. Small projects are: renovations to the soccer field at Brockmeyer Park; ball diamond infields; shelter updates; reconstruction Schofield Park parking lot; and a secondary snow gun.

Yes Votes: 0 No Votes: 11 Result: FAIL

Motion by Larson, second by Herbst to adopt the Resolution of the Public Health & Safety Committee Approving the opening of up to three (3) City of Wausau public pools beginning July 1, 2020.

Peckham stated he believes pools can be opened safely. He felt the CDC Guidelines are broad and although they would probably advise against it, he felt with the precautions being proposed it could be done. He commented if the threat of the virus being spread at pools were really significant enough the Health Department would be doing more than just “recommending” they not open. He indicated he inquired of the Health Department if they authority to issue an order, would they do that. He stated Mr. Grosskurth responded: “If Marathon County Health Department had the authority to issue an order, doing so is not taken lightly. An order would not be written to close the pools unless there was cause based on findings at a specific pool or in a community to warrant a temporary closure. The decision would be based on epidemiological findings linking multiple cases to the pool facility and involving what measures would be necessary to prevent, suppress, or control Covid-19 transmission.”

Rasmussen stated she would rather be proactive than reactive. She did not want to ask our employees to go out and expose themselves to this situation. She hoped if pools were opened and any transmission should happen, that we would not wait for an official order to shut them down. She pointed out the Park Department came up with a plan to open the pools because they were asked to do so in the event that was the vote of the Council.

Discussion followed in favor of closing.

Larson indicated he has received an overwhelming response from his constituents, but not unanimous, for opening the pools and therefore he would vote in favor.

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

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

20-0604 to Table

06/09/2020

Motion by Ryan, second by Neal to table the Ordinance of the Plan Commission Rezoning 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District.

Neal felt the petition was based on convenience more than need and pointed out there is some resistance to it in the neighborhood.

Martens stated one of the reasons why the zoning code was rewritten was to allow new and creative uses or buildings within our community. One of the things discussed and identified was the need for mixed use in primarily residential areas to create density and vibrancy. This may be a special case because it is within an identified historical district, but the use fits what we want to do with these properties. He did not want to hold a property owner to task for what could happen in the future for that property.

Following Discussion, vote to table:

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

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

8	Watson, Sarah	NO
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	YES

20-0604

06/09/2020

Motion by Martens, second by Watson so adopt the Ordinance of the Plan Commission Rezoning 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District.

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

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

87-0220

06/09/2020

Motion by Rasmussen, second by Watson to adopt the Ordinance of the Wausau Water Works Commission Amending Section 13.64.020, Basis for charges (Sewer Service Charges).

Ryan questioned when the plan for the water and sewage plant is to be finished. Lindman stated later in 2022 for both the drinking water and the wastewater facilities. Ryan questioned if there was some latitude to wait to raise the rates until the project is near completion instead of raising rates now. Lindman explained the Public Service Commission (PSC) has already implemented the rates for the water; they have done the rate case study and have made their determination. He stated they will be going through another full rate case on the drinking water side beginning in 2021. It takes approximately six to eight months to go through a case. They want to make sure the revenue generated from residents and commercial, industrial and other users is balanced. He indicated they also want to try to protect our low income and low water users within the city with lower rates. This has been successful in other communities.

Rasmussen stated it was important to approve this item and the next two items to keep the projects on schedule. She reminded them the city is under some DNR mandates and with the way the project timeline is laid out it will be finished with just a couple months to spare on the deadline.

Kilian questioned if the increase was needed to pay some debt until a substantial portion of the facility was built or developed. Lindman confirmed that and stated it is also for the Department of Administration (DOA) who determines what we can borrow. Support for the borrowing is from the rates, so before the DOA would authorize our ability to borrow with these loans through the DNR we had to have the rates in place. He noted the sewer rates have to be approved first to support that level of borrowing.

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

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2	Martens, Michael	YES
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7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	NO

20-0608

06/09/2020

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Wausau Water Works Commission Authorizing the issuance and sale of up to \$44,756,287 Water System Revenue Bonds, Series 2020B, and providing for other details and covenants with respect thereto.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
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2	Martens, Michael	YES
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6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	NO

20-0609

06/09/2020

Motion by Watson, second by Rasmussen to adopt the Resolution of the Wausau Water Works Commission Authorizing the issuance and sale of up to \$89,923,286 Sewer System Revenue Bonds, Series 2020C, and providing for other details and covenants with respect thereto.

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

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

Suspend Rules

06/09/2020

Motion by Neal, second by Peckham to Suspend the Rules - 6(B) Filing and 12 (A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

06/09/2020

Motion by Neal, second by Watson to adopt the Ordinance of the Common Council mending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members.

Yes Votes: 11 No Votes: 0 Result: PASS

00-0808

06/09/2020

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving amendment to agreement between City of Wausau and Associated Trust Company, N.A. and withdrawal of funds from Wausau Cemetery Perpetual Trust fund.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0607

06/09/2020

Motion by Herbst, second by Ryan to adopt the Resolution of the Finance Committee Approving Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.

Chief Bliven explained this was a request from the City of Milwaukee for assistance with the Democratic National Convention being held there. There is a huge need for law enforcement resources to provide safety and security of that area of the community. He noted the State of Wisconsin set aside some funds a couple of years ago, specifically for mobile field force teams, to be able to train on a state wide level and to integrate teams for events like this. The intention from the State of Wisconsin was to be able to provide trained teams to be able to activate. He felt it was their responsibility to help in this way.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comments and Suggestions:

- 1) Carl Martens questioned what Wausau was doing to eliminate racism and if they had a plan.
- 2) Dawn Herbst read an email from Shannon Waffles lifeguards being essential.

Adjourn

06/09/2020

Motion by Martens, second by Neal to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:33 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

OFFICIAL PROCEEDINGS OF THE SPECIAL MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, June 23, 2020 at 6:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

06/23/2020

Roll Call indicated 11 members present.

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

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

None

20-0603

06/23/2020

Motion by Herbst, second by McElhaney to confirm the Mayor's Appointments to various boards, committees and commissions.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0614

06/23/2020

Motion by Rasmussen, second by Neal to adopt the Ordinance of the Public Health & Safety Committee Amending 5.90.010 Purpose and intent; and creating temporary ordinance 5.90.060 Temporary outdoor operation for bars and taverns.

Rasmussen explained PH&S Committee wanted to create a temporary permit for taverns to provide outdoor seating to spread people out while the weather is good. This is similar to the Sidewalk Café extensions that has been permitted for restaurants with a few more guardrails. She explained the taverns would have to have 50 or fewer demerit points to apply and it will automatically sunset on October 31, 2020. At that time their license premise description would revert back to its original description.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend Rules

06/23/2020

Motion by Rasmussen, second by Peckham to Suspend Rule 12 (A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

01-0115

06/23/2020

Motion by Larson, second by Wadinski to adopt the Resolution of the Common Council Relocating District 4 & District 5 Polling Place from the Boys & Girls Club to Thrive Church, located at 400 Grand Avenue.

Leslie Kremer, City Clerk, explained she was notified by the Boys & Girls Club that after May their facility could no longer be a poll site because of some changes they were making. She indicated she has been reaching out to churches within the district, but was declined because due to COVID they were not allowing their own parishioners to come inside. She stated Thrive Church is allowing the use of their facility and has a very large space with ample parking. She noted they are not charging for its use. There is another separate room next to where District 4 & 5 would be located which can be used for District 6.

Yes Votes: 11 No Votes: 0 Result: PASS

01-0115

06/23/2020

Motion by Rasmussen, second by Larson to adopt the Resolution of the Common Council Relocating Districts 6 Polling Place from Wausau East High School to Thrive Church, located at 400 Grand Avenue.

Peckham commented this is quite a distance from District 6 and questioned if any effort would be made to provide transportation. He felt something should be organized for people who normally walk to the polls.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0615

06/23/2020

Motion by Peckham, second by Rasmussen to adopt the Resolution of the Common Council Approving Gas Easement with Wisconsin Public Service for the installation of a gas line in Riverside Park.

Eric Lindman explained usually these will come through Engineering and forward to CISM and Council. This is for a gas line for a backup generator for safety. The property narrows down to 39 feet and the request is for 12 feet onto Riverside Park, which is on a steep slope heavily wooded and won't affect the park.

Yes Votes: 11 No Votes: 0 Result: PASS

Adjourn

06/23/2020

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

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

OFFICIAL PROCEEDINGS OF THE SPECIAL MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, June 30, 2020 at 5:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

06/30/2020

Roll Call indicated 8 members present.

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

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

None

Suspend Rules

06/30/2020

Motion by Neal, second by Martens to Suspend Rules 12(A) Referral of Resolutions and 6(B) Filing.

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

20-0614

06/30/2020

Motion by Neal, second by Martens to adopt the Ordinance of the Common Council Amending 5.90.010 Temporary outdoor operation for bars and taverns (changing application approval process)

McElhaney indicated she had received calls from media and establishments questioning how this could be accomplished before July 4th. The ordinance passed at the last Council meeting required applications from taverns to go to Public Health & Safety and the next meeting was not until July 20th. She indicated she had discussion with the Mayor about streamlining the process since the summer is short. She explained the applications and the criteria for taverns will stay the same, but instead of going to PH&S they will be reviewed by Wausau PD and issued by the Clerk. If the application is denied, there will be an opportunity to appeal to the PH&S Committee and Council.

Rasmussen explained when this was originally considered in PH&S the Police Department requested an added level of oversight on Class B licensed taverns versus restaurants that also hold the Class B license, because there is a difference in the scope of service. A restaurant's primary service is dining and food, with alcohol being secondary; with the taverns that is reversed, where there may be food but the primary activity is the consumption of alcohol. If the Police Department is reviewing them with the Clerk's Office this will help expedite the process rather than trying to schedule special meetings.

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

20-0410 Refer Back

06/30/2020

Motion by Rasmussen, second by Kilian to refer the Resolution of the Common Council Approving substantive terms of development agreement for the development of the proposed multifamily residential units as part of the redevelopment of the existing Plaza Hotel site at 201 N 17th Avenue – back to the Economic Development Committee.

Sean Fitzgerald, Business Development Specialist, stated this is a somewhat complex project in which the owner of the Plaza property is redeveloping the tower portion of the hotel into a Best Western and is selling a portion of the property, which includes the existing ballroom, pool, and the two-story portion of the hotel, to Rolly Lokre. Mr. Lokre is proposing to demolish that portion of the structure and has an agreement to develop some multi-family housing. He noted the two projects and development agreements are intertwined

Ryan entered the meeting at 6:28 pm.

Fitzgerald explained the issue before the Council was there were some concerns regarding the claw-back provisions of the development

agreement. *Lengthy discussion followed.* Video: <https://www.youtube.com/watch?v=6zv6Sg1yLMg>
Motion by Peckham, second by Rasmussen to call the question and vote. Motion carried unanimously.

Vote to refer back to ED

Yes Votes: 3 No Votes: 6 Abstain: 0 Not Voting: 2 Result: FAIL

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

20-0410

06/30/2020

Motion by Rasmussen, second by Kilian to adopt the Resolution of the Common Council Approving substantive terms of development agreement for the development of the proposed multifamily residential units as part of the redevelopment of the existing Plaza Hotel site at 201 N 17th Avenue.

Yes Votes: 6 No Votes: 3 Abstain: 0 Not Voting: 2 Result: PASS

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

Adjourn

06/30/2020

Motion by Neal, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:00 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City 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 facilities at 110 East Thomas Street

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0707

Date Introduced: July 14, 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 owns property at 110 East Thomas Street; and

WHEREAS, Wisconsin Public Service has requested a 12 foot wide easement along the west side of the property to bury electrical lines from the alley to the TDS junction box located on the southwest corner of the property; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on June 4, 2020 to review the proposed easement and recommends approval with the stipulation that access be bored in rather than dug in; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the easement agreement, with the stipulation that the power conductors be directionally drilled rather than trenched. A copy of said easement 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:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 4, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Larson, Neal, Rasmussen, Ryan, Wadinski

Also Present: Mayor Rosenberg, Lindman, Wesolowski, Buckner, Niksich, Alfonso, Groat

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

Discussion and possible action on an easement to WPS for burying electrical service across City owned property at 110 East Thomas Street

Lindman stated TDS is in the city placing fiber optic lines. They have 10 to 12 crews, which will be ramped up to 16. Last year they put their main line in. They have easements throughout the city. One easement is at 110 East Thomas Street. Typically, WPS will bring in power from the street. In this case, power is at the alley. WPS is proposing to bury a line at the far west side of the property so TDS will have power to their box at the southwest corner of the property.

Larson realizes there has been a lot of digging in the area already. The digging that has been done was done without soil testing. This is digging alongside a Brownfield. For the safety of the neighborhood and the people working, he would like the soil tested and remediated if need be before further digging. He noted the site would probably be tested anyway for development.

Rasmussen spoke of the easement near 1300 Cleveland. WPS bored rather than trenched. They drilled from underneath so that soil was not disrupted. Larson would be amenable to this.

Neal moved to accept the easement to WPS for burying electrical service at 110 East Thomas Street with the stipulation that the access be bored in and not dug. Ryan seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action on an easement to WPS for burying electrical service across City owned property at 110 East Thomas Street
BACKGROUND
WPS is requesting an easement to install underground electrical line on a City owned parcel at 110 East Thomas St. TDS has installed a junction box for their fiber optic cable on the SW corner of this lot and WPS will need to bring power to this box from the alley on the north side of the property.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the easement.
Staff contact: Eric Lindman 715-261-6745

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau, a municipal corporation of the State of Wisconsin**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 22 of Block 1 of the recorded plat of Williams and Emter Addition to the City of Wausau, being part of Section 35, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip being the West 12 feet of the above described parcel, lying North of and abutting the Northerly right of way line of East Thomas Street.

See the attached Exhibit "A".

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

Parcel Identification Number (PIN)
29129073540022

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, 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, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **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 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, a municipal corporation of the State of Wisconsin, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

My Commission expires: _____

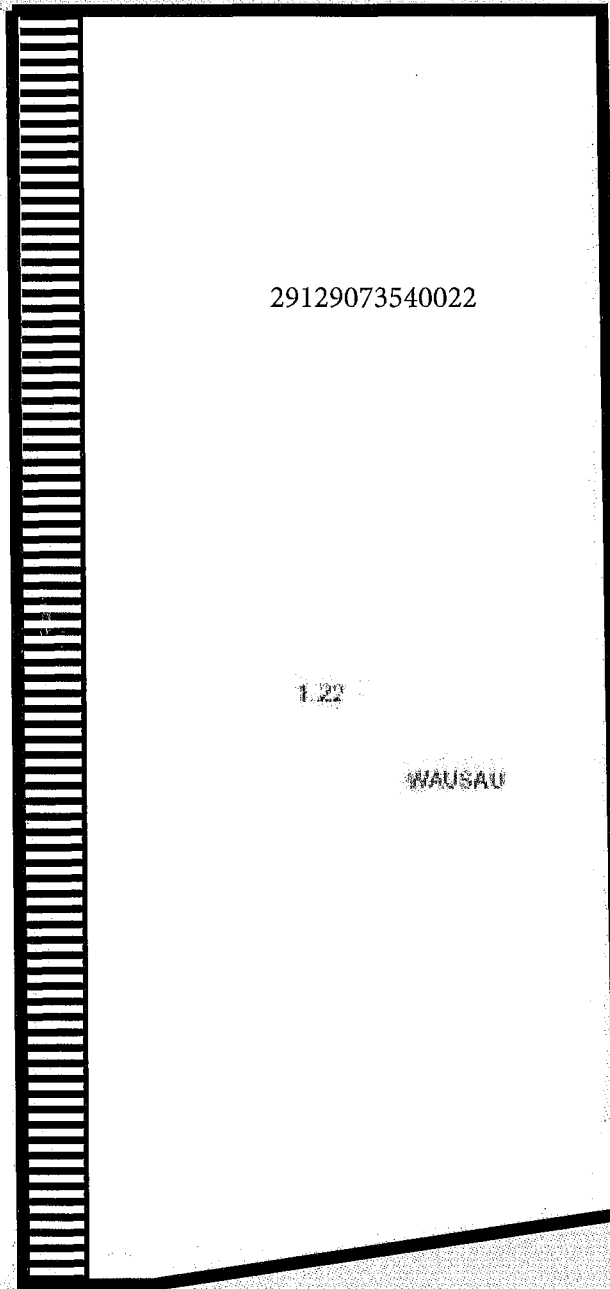
This instrument drafted by: **Brenen Burningham**

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 11, 2020	Marathon	City of Wausau	110 E THOMAS ST	29129073540022
Real Estate No.	WPSC District	WR#	WR Type	I/O
1051252	Wausau	3088839	ECA	6000272

EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**



NORTH

1.21

1.22

WAUSAU

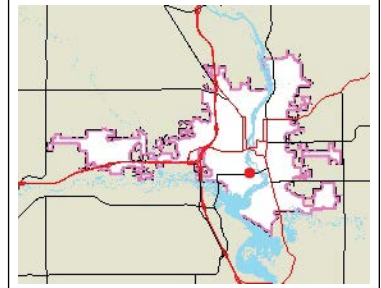
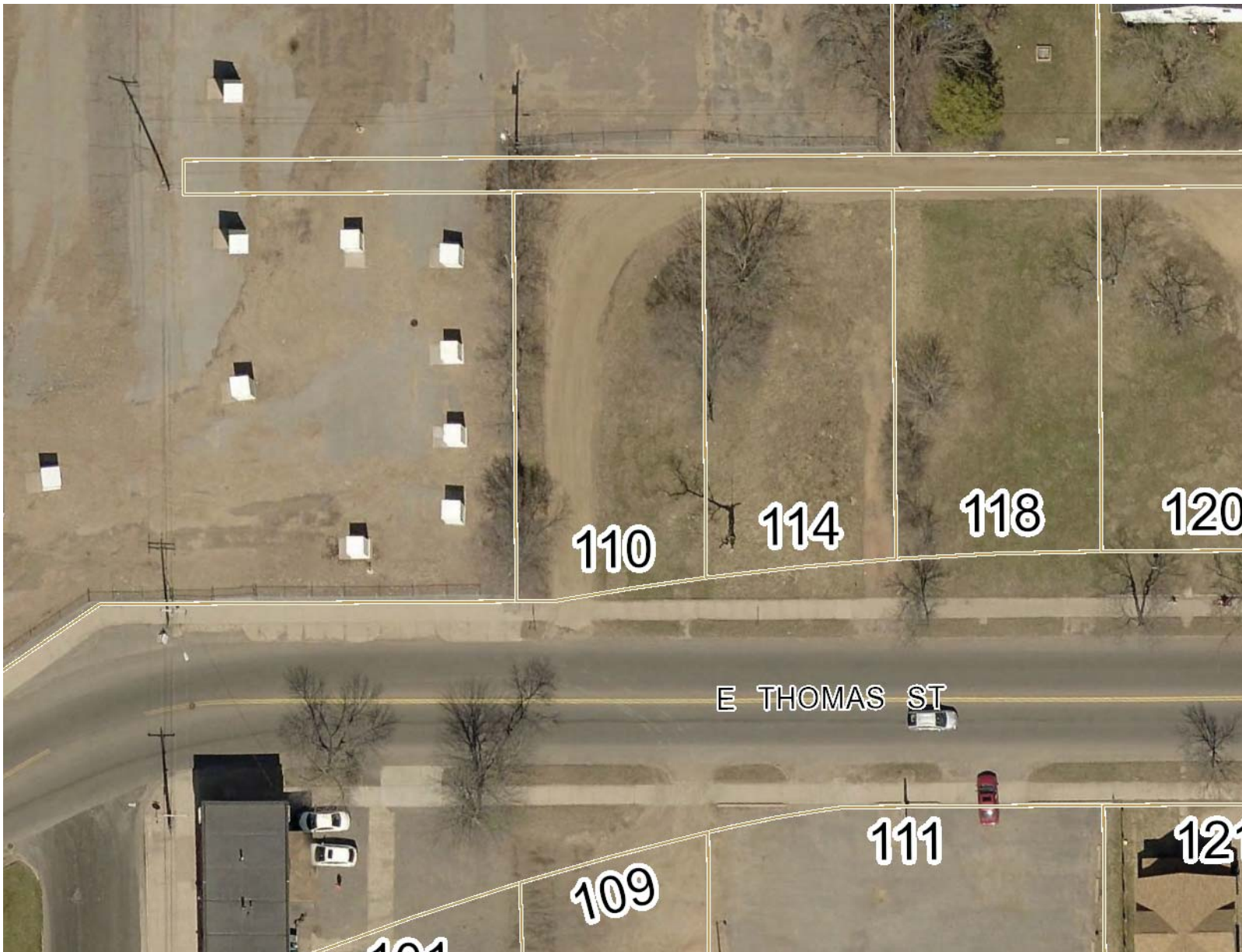
PT OF CSM

1.21

1.21

E THOMAS STREET

E THOMAS STREET



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 5/20/2020

21.78 0 21.78 Feet



NAD_1983_2011_WISCRS_Marathon_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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

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

Approving revised permanent and temporary sanitary sewer easements at 400 East Thomas Street
(Marathon County)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 19-0912

Date Introduced: July 14, 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 Common Council, on September 24, 2019, approved a sanitary sewer easement with Marathon County for the replacement of a sewer main under the Wisconsin River at 400 East Thomas Street; and

WHEREAS, on April 28, 2020, the Common Council approved a revised permanent easement that had previously been approved by council and a temporary sanitary sewer easement for the replacement of a sewer main; and

WHEREAS, the area of the construction for the sewer main will be in the parking lot of 400 East Thomas Street which employees of Social Services and customers of Marathon County Credit Union utilize; and

WHEREAS, Marathon County incorporated language into the easement agreements which would require the city, at their expense, to provide an alternate location to park motor vehicles for Social Services employees and customers of Marathon County Credit Union for the duration of the construction project and also provide shuttle service to the employees to and from the alternate parking location from 7:00 a.m. through 8:30 a.m. and 4:00 p.m. through 5:30 p.m. each business day for the duration of the project; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 9, 2020 meeting, discussed and approved the revised easement documents.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the temporary and permanent sanitary sewer easements substantially in the form of those which are attached hereto and incorporated herein by reference, and the proper city officials are hereby authorized and directed to execute said easements.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 9, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Ryan, Wadinski

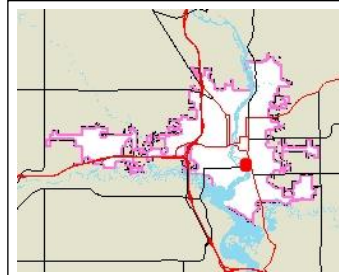
Also Present: Mayor Rosenberg, Lindman, Wesolowski, Buckner, Niksich, Alfonso, Groat

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

Discussion and possible action on revised Temporary Easement Agreement and Permanent Easement Agreement with Marathon County at 400 East Thomas Street

Neal moved to approve the revised Temporary Easement Agreement and the Permanent Easement Agreement at 400 East Thomas Street. Wadinski seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action on revised Temporary Easement Agreement and Permanent Easement Agreement with Marathon County at 400 East Thomas Street
BACKGROUND
City Council approved a temporary and permanent easement for a sewer main on County owned property at 400 East Thomas St. The County brought the easement to the County Board for approval and they added language to the easement document. Due to the language change this item is being brought back for approval.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff has no objections to the amended language in the easement as approved by the County.
Staff contact: Eric Lindman 715-261-6745



Legend

- Parcel
- Section Line/Number
- Municipality

Notes

Map Created: 6/30/2020

56.86 0 56.86 Feet

NAD_1983_2011_WISCRS_Marathon_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

EASEMENT AGREEMENT

THIS AGREEMENT, made this 29th day of June, 2020, by and between, MARATHON COUNTY, a municipal corporation, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way ~~and perpetual right to enter~~ upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a sanitary sewer which may be constructed through and under the lands hereinafter described.

The temporary easement ~~and perpetual right to enter~~ is described as follows:

Part of Certified Survey Map No. 1554 recorded in Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 238, being part of Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 36; thence N 0° 47' 32" W, along the West line of the Southwest ¼ of said Section 36, 2632.45 feet to the West ¼ corner of said Section 36; thence S 62°36'00" E, 1411.44 feet to the Northerly line of said Certified Survey Map No. 1554, the point of beginning;

Thence N 62°28'36" E, along said Northerly line, 40.00 feet; thence S 2°30'00" E, 97.11 feet; thence S 16°46'00" W, 112.10 feet to the South line of said Certified Survey Map No. 1554; thence S 88°16'36" W, along said South line, 256.00 feet; thence N 18°33'00" E, 81.90 feet to said Northerly line of Certified Survey Map No. 1554; thence N 62°28'36" E, along said Northerly line, 290.86 feet to the point of beginning.

This temporary easement shall expire on the later to occur of (1) completion of the construction of the sanitary sewer or (2) December 31, 2020.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said temporary easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

In further consideration for this easement by Grantor, Grantee agrees to provide Grantor with an alternate location to park motor vehicles for the duration of the construction project to be completed under the auspices of this easement. The alternate parking location shall be provided for the Grantor's employees as well as employees of Grantor's tenant, whose place of employment is located on property adjacent to that described above. The alternate

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-363-0966

parking location shall be acceptable to Grantor and provided at no cost to the Grantor, the Grantor's tenant or their respective employees. Furthermore, the Grantee shall, at its own cost, provide shuttle service to the employees using alternate parking both to and from said alternate parking location from 7:00 am through 8:30 am and 4:00 pm through 5:30 pm each business day for the duration of the project, if deemed necessary by Grantor. Said shuttle shall be accessible to persons with disabilities and shall provide means for passengers to maintain adequate social distancing during the COVID-19 pandemic.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the temporary easement lands; nor shall large trees be planted upon the temporary easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

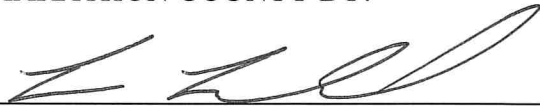
IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

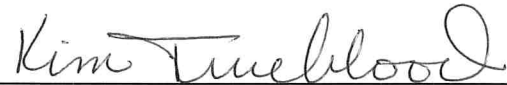
Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

MARATHON COUNTY BY:



Lance Leonhard, County Administrator



Kim Trueblood, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020, the above named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

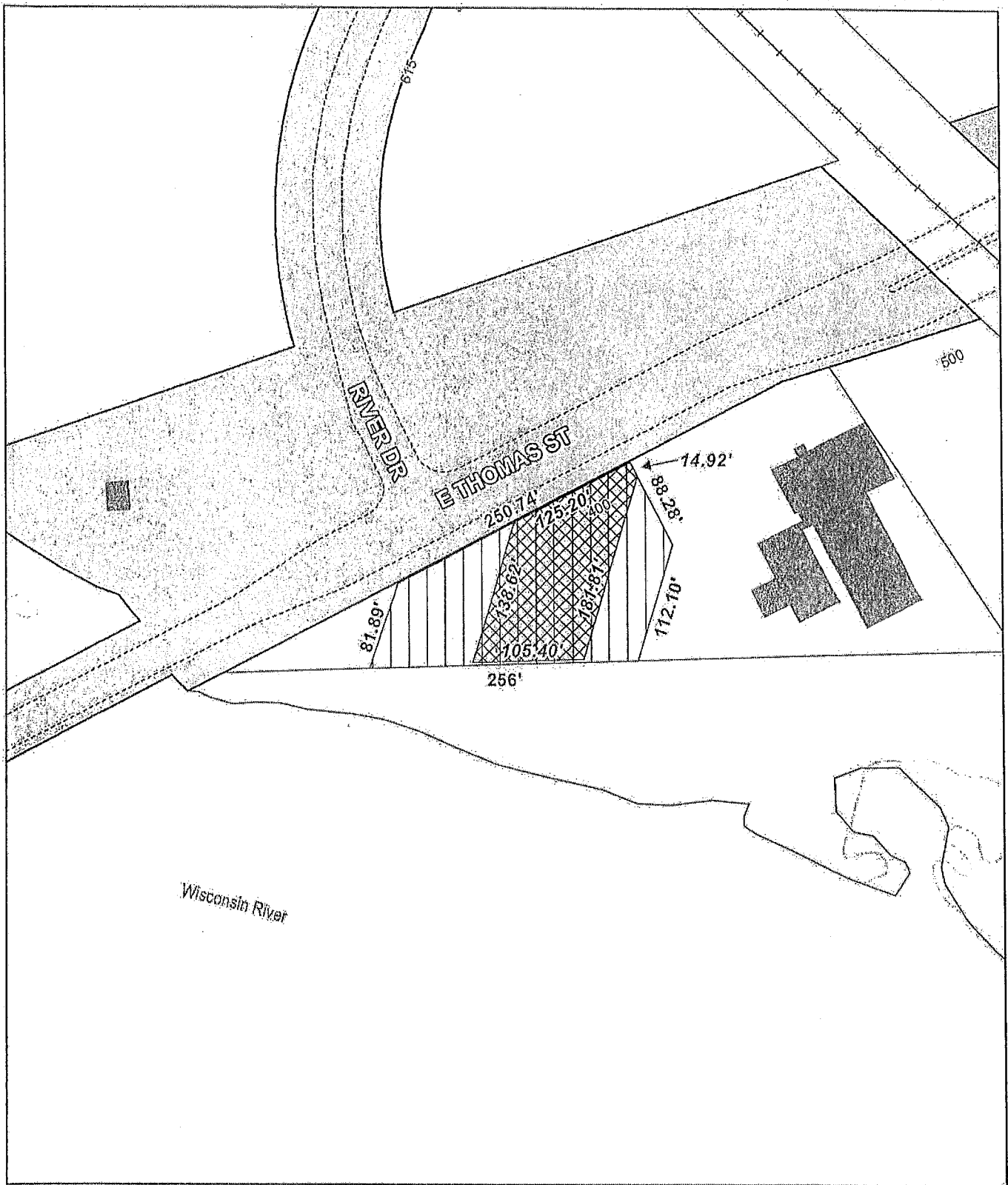
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 29th day of June, 2020, the above named, Lance Leonhard, Administrator for Marathon County, and Kim Trueblood, County Clerk for Marathon County, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Trista Murphy
Notary Public, Wisconsin
My commission expires: 4-10-2020

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



Map Date: April 10, 2020

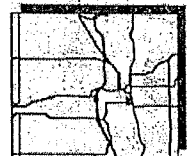
City of Wausau
Marathon County Wisconsin



Legend

- Parcel
- Building Footprints
- Road Edge
- Right-of-Way
- Railroad
- Proposed Easement
- Temporary Construction Easement

Map Location



EASEMENT AGREEMENT

THIS AGREEMENT, made this 29th day of June, 2020, by and between, MARATHON COUNTY, a municipal corporation, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a sanitary sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Certified Survey Map No. 1554 recorded in Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 238, being part of Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 36; thence N 0° 47' 32" W, along the West line of the Southwest ¼ of said Section 36, 2632.45 feet to the West ¼ corner of said Section 36; thence S 62°36'00" E, 1411.44 feet to the Northerly line of said Certified Survey Map No. 1554, the point of beginning;

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In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

In further consideration for this easement by Grantor, Grantee agrees to provide Grantor with an alternate location to park motor vehicles for the duration of any period of construction, reconstruction, maintenance, inspection and/or repair of the previously referenced sanitary sewer. Any alternate parking location shall be provided for the Grantor's employees as well as Grantor's tenant and any employees of Grantor's tenant, whose place of employment is located on property adjacent to that described above. The alternate parking location shall be acceptable to Grantor and provided at no cost to the Grantor, the Grantor's tenant or their respective employees. Furthermore, the Grantee shall, at its own cost, provide shuttle service to the employees using alternate parking both to and from said alternate parking location from 7:00 am through 8:30 am and 4:00 pm through 5:30 pm each business day for the duration of the construction, reconstruction, maintenance, inspection and/or repair of the previously referenced sanitary sewer, if deemed necessary by Grantor. Said shuttle shall be accessible to persons with disabilities.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau,
54403

WI

PIN: 291-2907-363-0966

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

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

MARATHON COUNTY BY:

Lance Leonhard, County Administrator

Kim Trueblood, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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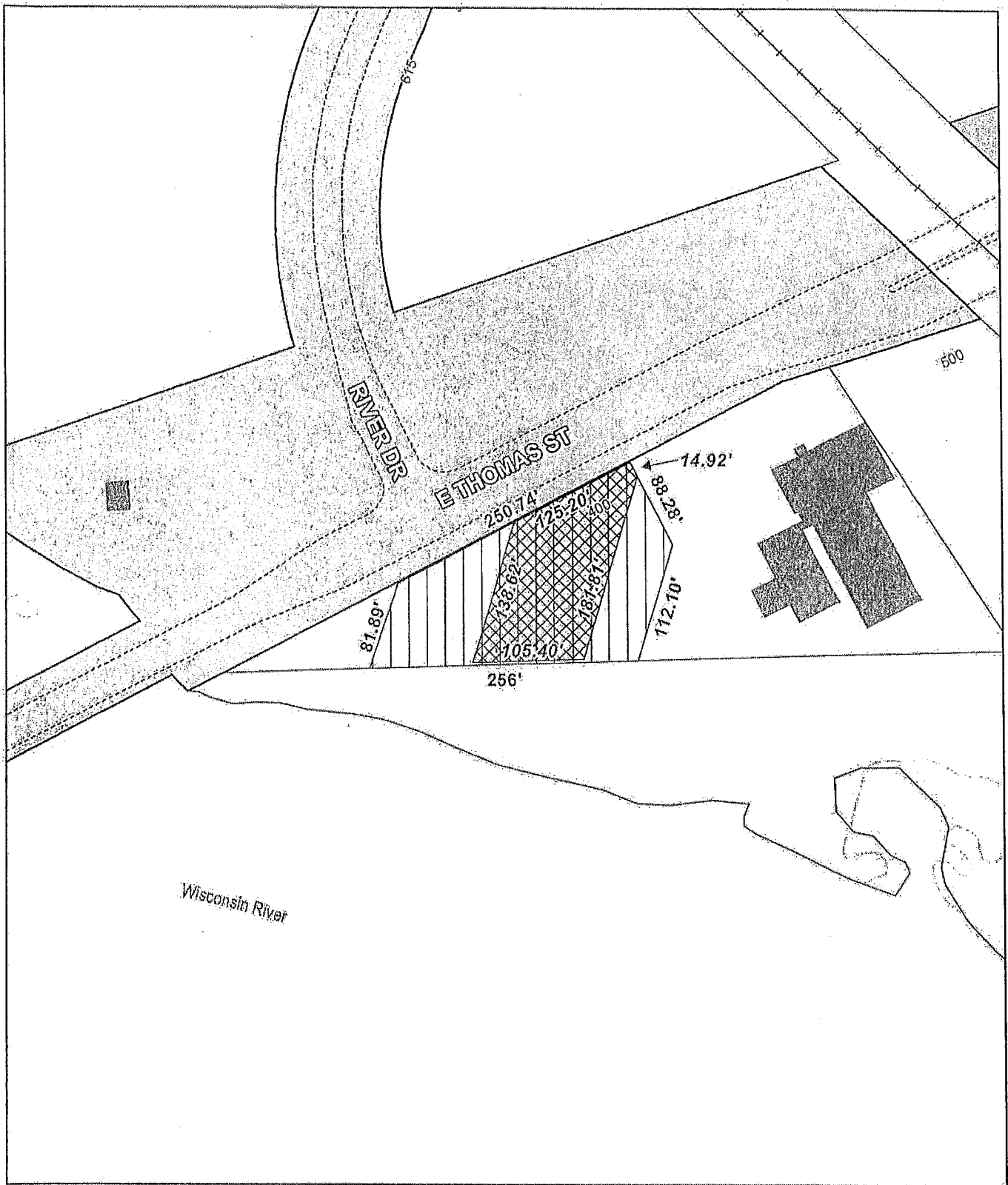
Notary Public, Wisconsin
My commission expires: _____

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) ss.
COUNTY OF MARATHON)

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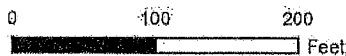
Notary Public, Wisconsin
My commission expires: 4-10-2024





Map Date: April 10, 2020

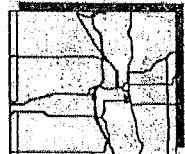
City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Building Footprints
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- Right-of-Way
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Map Location



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WITNESSETH:

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City of Wausau Engineering Department
407 Grant Street
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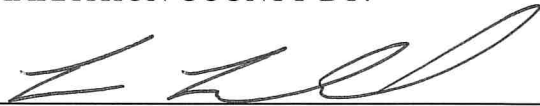
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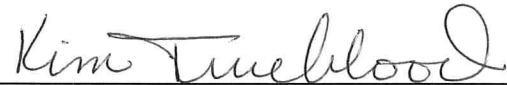
Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

MARATHON COUNTY BY:



Lance Leonhard, County Administrator



Kim Trueblood, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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Trista Murphy
Notary Public, Wisconsin
My commission expires: 4-10-2020

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

EASEMENT AGREEMENT

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WITNESSETH:

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Recording Area

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

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

MARATHON COUNTY BY:

Lance Leonhard, County Administrator

Kim Trueblood, County Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
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Notary Public, Wisconsin
My commission expires: 4-10-2024



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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Vacating and discontinuing South 18th Avenue from South 17th Avenue to South 18th Avenue

Committee Action: CISM: Approved 3-0
Plan; Approved 7-0

Fiscal Impact: None

File Number: 19-0812

Date Introduced: July 14, 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, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on August 13, 2019 at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

The discontinuance of a portion of South 18th Avenue being part of the Southwest 1/4 of the Southeast 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 27; thence North 89°39'36" East, coincident with the South line of the Southeast 1/4 of said Section 27, 1,330.93 feet; thence North 00°08'21" West, coincident with the West right-of-way line of South 17th Avenue and the Southerly extension thereof, 776.17 feet to the intersection of said West right-of-way line of South 17th Avenue and the South right-of-way line of South 18th Avenue, the beginning of a curve concave to the Southwest and point of beginning; thence 33.31 feet coincident with said South right-of-way line and the arc of said curve, said curve having a radius length of 34.00 feet, a central angle of 56°07'49" and a chord that bears North 59°34'17"

West for 31.99 feet; thence South 89°43'07" West, coincident with said South right-of-way line, 265.63 feet to the beginning of a curve concave to the Southeast; thence 75.12 feet coincident with said South right-of-way line and the arc of said curve, said curve having a radius length of 51.56 feet, a central angle of 83°29'19" and a chord that bears South 41°36'41" West for 68.65 feet; thence North 00°07'58" West, 102.11 feet to the North right-of-way line of said South 18th Avenue; thence North 89°43'07" East, coincident with said North right-of-way line, 311.29 feet to the beginning of a curve concave to the Northwest; thence 32.54 feet coincident with said North right-of-way line and the arc of said curve, said curve having a radius length of 33.98 feet, a central angle of 54°51'39" and a chord that bears North 61°39'22" East for 31.31 feet to the intersection of said West right-of-way line of South 17th Avenue and said North right-of-way line of South 18th Avenue ; thence South 00°08'21" East, coincident with said West right-of-way line, 82.07 feet to the point of beginning.

Said vacation contains 18,096 square feet, 0.415 acres, more or less.

Said vacation is subject to easements, restrictions and right-of-ways of record.

WHEREAS, a public hearing on the passage of such resolution had been set by the Common Council, which hearing was set for 5:30 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 10th day of October, 2019, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed portion of street be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation has indicated they do not require an easement, however, Frontier North, Inc. may wish to retain and be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities; and

WHEREAS, on November 26, 2019, the Common Council approved accepting the dedication of right-of-way of South 18th Avenue from South 17th Avenue to South 18th Avenue.

BE IT RESOLVED by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the

granting by the City to requesting utilities any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute an easement to Frontier North, Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that these entities shall have until August 17, 2020, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than August 17, 2020, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 10, 2019, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Thao, McElhaney, Rasmussen (Gisselman was excused.)

Also Present: Lindman, Wesolowski, Buckner, Niksich

Public Hearing: Discussion and possible action on vacating and discontinuing South 18th Avenue from South 17th Avenue to South 18th Avenue

Bill Schofield, 1425 North 12th Avenue, Apartment 219, is representing the Lindell family who are the owners of property on both sides of the street and are in favor of the vacation. This is the first part of a three step process where they will be dedicating some new land for the street and working on financing support through the TIF.

No one further came forward and the public hearing was closed.

Rasmussen moved to approve vacating and discontinuing South 18th Avenue from South 17th Avenue to South 18th Avenue. McElhaney seconded and the motion carried unanimously 3-0.

AGENDA ITEM
Public Hearing: Discussion and possible action on vacating and discontinuing South 18 th Avenue from South 17 th Avenue to South 18 th Avenue
BACKGROUND
A conceptual development plan for the redevelopment of Wausau Crossroads Center was received by the Engineering Department. The proposal is included as an attachment. Part of this proposal would require the City to vacate the existing South 18 th Avenue between South 17 th Avenue and South 18 th Avenue. The proposed roadway to be vacated is attached along with a legal description. This public hearing will take public comment on vacating this section of right-of-way.
FISCAL IMPACT
There is minimal fiscal impact to vacating the existing S. 18 th Avenue. However, the preliminary estimate to build S. 18 th Avenue in the new location is approximately \$300,000.
STAFF RECOMMENDATION
Staff recommends approving vacating the right of way as shown. This recommendation is contingent upon public comment during the hearing.
Staff contact: Allen Wesolowski 715-261-6762



OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

DRAWING FILE: P:\8600-8699\8600A - SHOPKO\DWG\SURVEY\8600A VACATION.DWG LAYOUT: SHEET 1 PLOTTED: SEP 19, 2019 - 8:49AM PLOTTED BY: JOSHUA P

Description

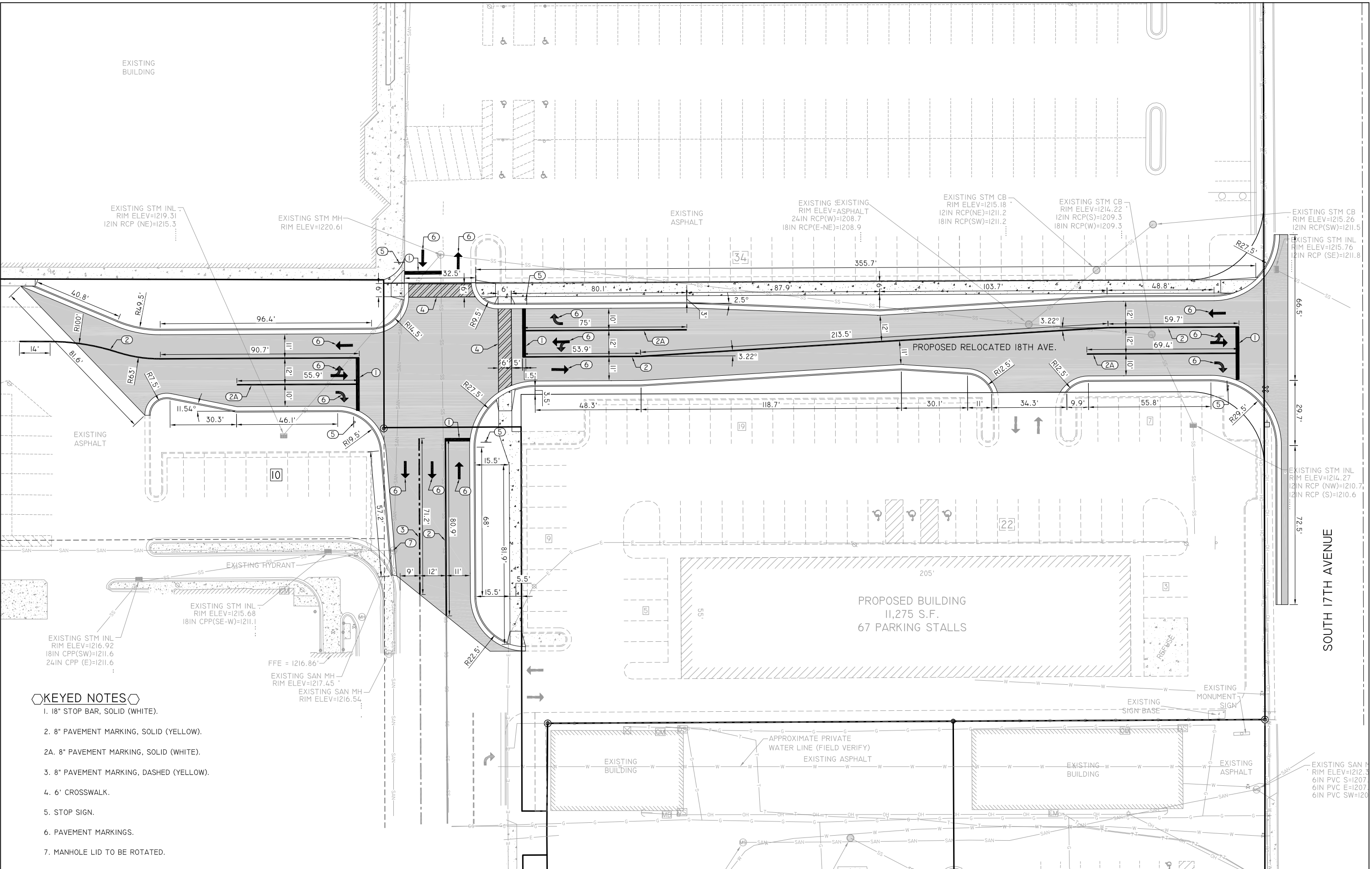
The discontinuance of a portion of South 18th Avenue being part of the Southwest 1/4 of the Southeast 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 27; thence North 89°39'36" East, coincident with the South line of the Southeast 1/4 of said Section 27, 1,330.93 feet; thence North 00°08'21" West, coincident with the West right-of-way line of South 17th Avenue and the Southerly extension thereof, 776.17 feet to the intersection of said West right-of-way line of South 17th Avenue and the South right-of-way line of South 18th Avenue, the beginning of a curve concave to the Southwest and point of beginning; thence 33.31 feet coincident with said South right-of-way line and the arc of said curve, said curve having a radius length of 34.00 feet, a central angle of 56°07'49" and a chord that bears North 59°34'17" West for 31.99 feet; thence South 89°43'07" West, coincident with said South right-of-way line, 265.63 feet to the beginning of a curve concave to the Southeast; thence 75.12 feet coincident with said South right-of-way line and the arc of said curve, said curve having a radius length of 51.56 feet, a central angle of 83°29'19" and a chord that bears South 41°36'41" West for 68.65 feet; thence North 00°07'58" West, 102.11 feet to the North right-of-way line of said South 18th Avenue; thence North 89°43'07" East, coincident with said North right-of-way line, 311.29 feet to the beginning of a curve concave to the Northwest; thence 32.54 feet coincident with said North right-of-way line and the arc of said curve, said curve having a radius length of 33.98 feet, a central angle of 54°51'39" and a chord that bears North 61°39'22" East for 31.31 feet to the intersection of said West right-of-way line of South 17th Avenue and said North right-of-way line of South 18th Avenue ; thence South 00°08'21" East, coincident with said West right-of-way line, 82.07 feet to the point of beginning.

Said vacation contains 18,096 square feet, 0.415 acres, more or less.

Said vacation is subject to easements, restrictions and right-of-ways of record.

DRAWING FILE: P:\8600-8699\8600A - Shop\DWG\PLANS - 18TH AVENUE RELOCATION\8600A-500-PP-Road.DWG LAYOUT: 500
PLOTTED: SEP 27, 2019 - 10:44AM PLOTTED BY: TONE



KEYED NOTES

1. 18" STOP BAR, SOLID (WHITE).
2. 8" PAVEMENT MARKING, SOLID (YELLOW).
- 2A. 8" PAVEMENT MARKING, SOLID (WHITE).
3. 8" PAVEMENT MARKING, DASHED (YELLOW).
4. 6" CROSSWALK.
5. STOP SIGN.
6. PAVEMENT MARKINGS.
7. MANHOLE LID TO BE ROTATED.

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



**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHK'D

DESIGNED BY: TAE	CHECKED BY: JJB
SURVEYED BY: JLR/JJM	APPROVED BY: JJB
DRAWN BY: NAP	DATE: 09/25/19

LAYOUT PLAN
18TH AVENUE RELOCATION
WAUSAU, WI

REI
REI No. 8600A
SHEET 500

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the exchange of city-owned land parcels with Eye Clinic of Wisconsin for the construction of a connecting trail to the River Edge Trail system

Committee Action: Approved 5-0

Fiscal Impact: n/a

File Number: 20-0706

Date Introduced: July 7, 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 has owned parcels in the area of North First Street as part of the redevelopment efforts at the Dudley Tower; and

WHEREAS, the City is in the process of implementing planned improvements for the access to River Edge Trail and has received grant funding to finance these improvements; and

WHEREAS, the grant requires the City to own the property which is being improved, and work is being proposed on the property currently owned by Eye Clinic of Wisconsin.

NOW THEREFORE BE IT RESOLVED the Common Council of the City of Wausau hereby authorizes the appropriate City staff to exchange city-owned land parcels with Eye Clinic of Wisconsin for the construction of a connecting trail to the River Edge Trail system.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

Economic Development Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat Peckham, Lou Larson and Michelle Van Krey. Alder Debra Ryan joined the ED meeting via WebEx at 6:05pm.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #4 Discussion and Possible Action on the Exchange of City-Owned Land with Eye Clinic of Wisconsin for the Construction of a Connecting Trail to the River Edge Trail System.

Lenz explained that this land exchange made sense for both the City and the Eye Clinic since it allowed the Clinic to own the parcel that is adjacent to its main property and would allow the City to use the land for future enhancements to the River Edge Trail.

Motion by Rasmussen, Second by Watson to approve the resolution.

Motion passed 5-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the exchange of city-owned land parcels with McDevco Inc. for the construction of a connecting trail to the River Edge Trail system.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0706

Date Introduced: July 14, 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 has owned parcels in the area of North First Street as part of the redevelopment efforts at the Dudley Tower; and

WHEREAS, the City is in the process of implementing planned improvements for the access to River Edge Trail and has received grant funding to finance these improvements; and

WHEREAS, the grant requires the City to own the property which is being improved, and work is being proposed on the property currently owned by McDevco; and

WHEREAS, McDevco currently owns that portion of land referenced as Outlot 1 and the city currently owns that portion of land referenced as Outlot 2 on the attached map; and

WHEREAS, McDevco has agreed to give Outlot 1 to the city in exchange for Outlot 2; and

WHEREAS, your Economic Development Committee, at their July 7, 2020 meeting, discussed and approved exchanging Outlot 1 from McDevco for Outlot 2 from the city.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the necessary real estate documents for the exchange of city-owned land with McDevco Inc. for the construction of a connecting trail to the River Edge Trail system.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

Economic Development Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat Peckham, Lou Larson and Michelle Van Krey. Alder Debra Ryan joined the ED meeting via WebEx at 6:05pm.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #3 Discussion and Possible Action on the Exchange of City-Owned Land with MCDEVCO Inc. for the Construction of a Connecting Trail to the River Edge Trail System.

Brad Lenz explained the exchange of land was to construct a connecting trail to the River Edge Trail utilizing a grant that requires The City to own the land that the grant is used to enhance.

Motion by Rasmussen, Second by Watson to approve the resolution.

Motion passed 5-0.

RECORDED

June 10, 2020 11:00 AM

DEAN J. STRATZ, REGISTER OF DEEDS

MAP No.

18609

CERTIFIED SURVEY MAP

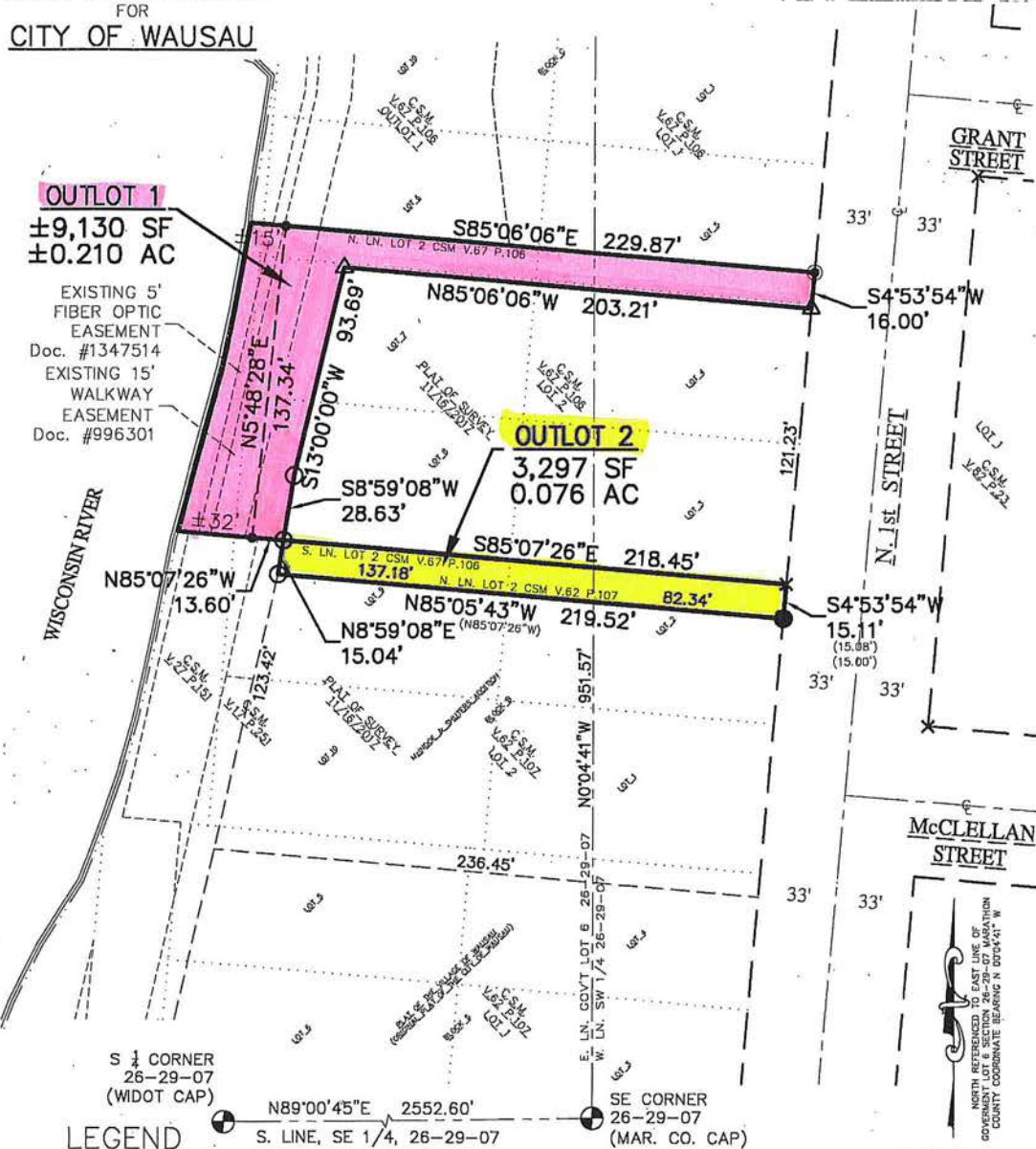
PART OF LOT 2 OF CERTIFIED SURVEY MAP No. 15024 RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR MARATHON COUNTY IN VOLUME 67 OF CERTIFIED SURVEY MAPS ON PAGE 106, AND PART OF LOTS 2 AND 9, BLOCK "B", PLAT OF THE VILLAGE OF WAUSAU, BEING PART OF SW 1/4 OF THE SW 1/4, SECTION 25, AND PART OF GOVERNMENT LOT 6, SECTION 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR
CITY OF WAUSAU

DOC# 1806013 PAGES: 2



1806013



- LEGEND**
- 3/4" IRON ROD FOUND
 - ⊙ 1" NOM. (1.3" O.D.) IRON PIPE FOUND
 - 1 1/4" IRON ROD FOUND
 - ⊗ CROSS IN CONCRETE FOUND
 - ⊕ PLSS MONUMENT FOUND
 - SET 3/4" x 18" IRON REBAR (1.50 lbs./ft.)
 - △ SET 1/4" x 1 1/2" MAG NAIL IN ASPHALT
 - () RECORDED AS



SCALE IN FEET
0 15 30 60

NOTE: OUTLOTS 1 AND 2 CREATED FOR THE PURPOSE OF EXCHANGING PARCELS BETWEEN THE CITY OF WAUSAU AND MCDEVCO.



David F. Huempfer
S-2001
Wausau
Wis.
6/10/2020

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

RESOLUTION OF THE PLAN COMMISSION

Approving preliminary plat for Siewert Park.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-0710

Date Introduced: July 14, 2020

WHEREAS, on June 16, 2020, the Plan Commission considered a request to approve the preliminary plat for Siewert Park; and

WHEREAS, Title 21 of the Wausau Municipal Code gives the City the ability to review plats in unincorporated areas of Marathon County within 3 miles of the city; and

WHEREAS, the subdivision will lie outside of the corporate boundaries of the city of Wausau; and

WHEREAS, the lots confirm to the minimum standards of the zoning code; and

WHEREAS, if the lots were adjacent or closer to our boundaries, the City may wish to review them more closely in terms of impacts to City infrastructure and facilities; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the preliminary plat for Siewert Park, as presented.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 16, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Craig Lang

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

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

Discussion and possible action on review for preliminary plat for Siewert Park.

Hebert said that he received a preliminary plat from REI. The property is in the Town of Stettin for 6 lots. There are wetlands in the interior of the property. All lots conform to the minimum standards of the zoning code.

Peckham motioned approve the preliminary plat for Siewert Park. Brueggeman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on July 14, 2020.

PRELIMINARY PLAT OF
SIEWERT PARK
A SUBDIVISION PLAT BEING ALL OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP
NUMBER 14517, RECORDED IN VOLUME 64, ON PAGE 154, AS DOCUMENT NUMBER
1457606, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 29 NORTH,
RANGE 7 EAST, IN THE TOWN OF STETTIN, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT I HAVE SURVEYED, MAPPED AND DIVIDED A PARCEL
OF LAND BEING ALL OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NUMBER 14517, RECORDED IN VOLUME 64, ON PAGE 154, AS DOCUMENT NUMBER 1457606, FILED IN THE MARATHON COUNTY
REGISTER OF DEEDS OFFICE, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 7 EAST, IN THE TOWN OF STETTIN, MARATHON COUNTY,
WISCONSIN.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 406,247 SQUARE FEET, 9.326 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF VIRGINIA M. SIEWERT, OWNER OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7 AND
THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU, WI AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

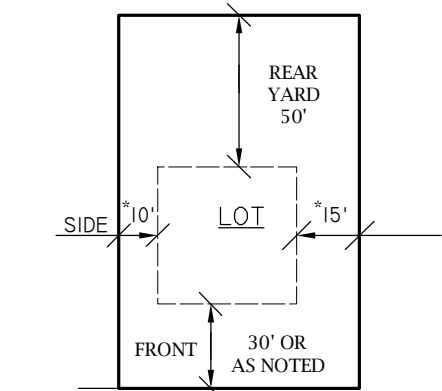
DATED THIS _____ DAY OF _____

REI ENGINEERING, INC.
JOSHUA W. PRENTICE
WI PLS S-2852

OWNER:
VIRGINIA SIEWERT
572 N. 43rd Ave.
WAUSAU, WI 54401
952-830-1400

ENGINEER:
REI ENGINEERING
JIM BORYSENKO P.E.
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784

SURVEYOR:
REI ENGINEERING
JOSHUA W. PRENTICE WI PLS S-2852
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784

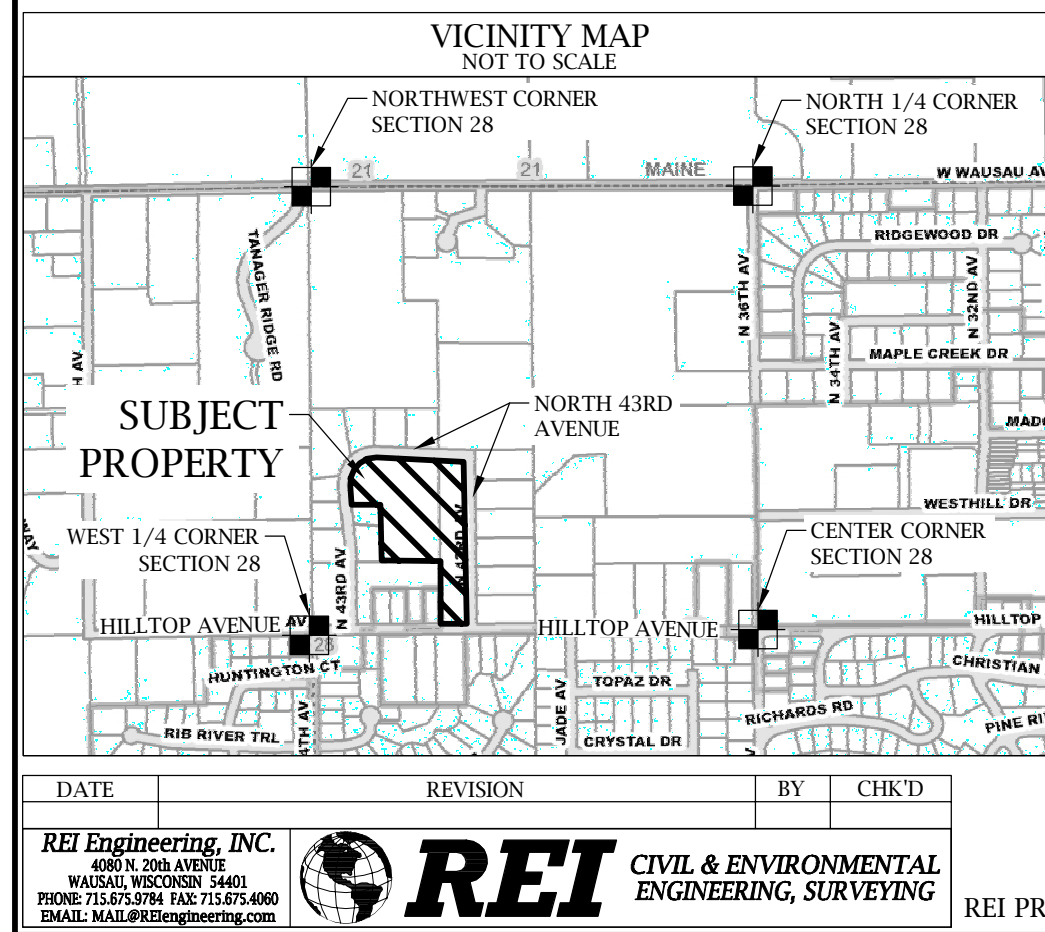


FROM SECTION 4.4(4)(F) OF THE TOWN OF STETTIN ZONING CODE
*AGGREGATE WIDTH OF SIDE YARDS SHALL NOT BE LESS
THAN 25 FT. AND NO SINGLE SIDEYARD SHALL BE LESS THAN
10 FT. SIDEYARDS SHOWN ON THE MAP ARE 15 FT.

GENERAL NOTES:

1. WETLANDS DELINEATED BY GARY STARZINSKI OF STAR ENVIRONMENTAL - JUNE OF 2019.
2. ELEVATIONS ARE REFERENCED TO THE NAVD 88 DATUM AND ARE BASED ON MEASUREMENTS TO NGS BENCHMARK PID #DK5261. TWO ONSITE BENCHMARKS ARE SHOWN ON THE MAP.
3. NO BUILDINGS EXIST AT THE TIME OF SURVEY.
4. BUILDING SETBACKS ARE AS FOLLOWS:
FRONT SETBACK = 30 FEET FROM RIGHT-OF-WAY
FRONT SETBACK = 65 FEET FROM CENTERLINE OF ROAD
SIDE YARD SETBACK = 10 FEET
REAR YARD SETBACK = 50 FEET
HEIGHT = 35 FEET
5. CONTOURS SHOWN ARE DETERMINED FROM THE MARATHON COUNTY 2-FOOT CONTOUR DATA.
6. PUBLIC UTILITIES - THE SOURCE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS WAS COMBINED WITH OBSERVED SURFACE EVIDENCE OF UTILITIES TO DEVELOP THE APPROXIMATED LOCATION OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF ALL UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY OR RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY. DIGGER TICKETS #20201408556 & #20201408580.
7. LOTS SHOW TO BE UNSEWER LOTS.

LEGEND	
	FOUND 1 1/4" O.D. IRON PIPE
	RECORDED BEARING/LENGTH
	MEASURED BEARING/LENGTH
	EXISTING UNDERGROUND TELEPHONE
	EXISTING WATER MAIN
	EXISTING SANITARY SEWER
	EXISTING CABLE TV
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING PROPERTY LINE
	EXISTING TREE LINE
	BUILDING SETBACK LINE
	SOIL BOUNDARY LINE
	EXISTING WETLANDS

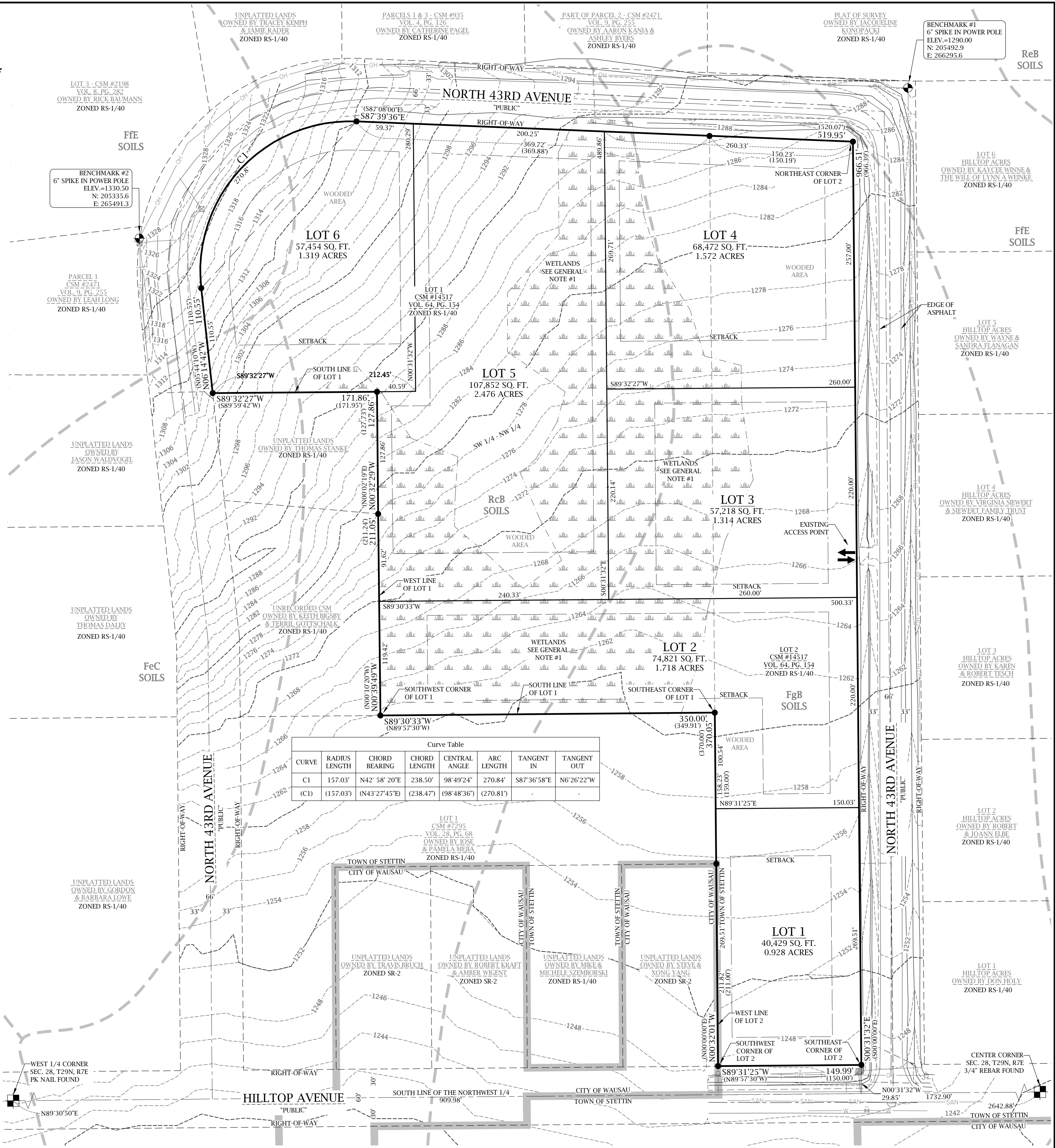


DATE	REVISION	BY	CHKD
12/15/2019	1	JWP	
REI Engineering, Inc. 4080 N. 20th Avenue Wausau, WI 54401 Phone: 715.675.9784 Fax: 715.675.6060 Email: WAU@REIengineering.com			
CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING			

SHEET
1 OF 1

REI PROJECT #8750

BEARINGS AND COORDINATES ARE BASED ON THE
MARATHON COUNTY COORDINATE SYSTEM, NAD83
(2011) DATUM, AND ARE REFERENCED TO THE
SOUTH LINE OF THE NORTHWEST 1/4, SECTION 28,
TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED
TO BEAR NORTH 89°50'50" EAST.



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 2811 West Wausau Avenue from SR-2, Single Family Residential Zoning District to DR-8, Duplex Residential-8 Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-0705

Date Introduced: July 14, 2020

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

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

KRAIMER ADD E1/2 OF LOTS 9 & 10 EX N 5' OF LOT 10 BLK 1, MORE COMMONLY KNOWN AS 2811 WEST WAUSAU AVENUE

now comprising a part of SR-2, Single Family Residential Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to DR-8, Duplex Residential-8 Zoning District.

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

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 16, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Craig Lang

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 2811 West Wausau Avenue from SR-2, Single Family Residence District to DR-8, Duplex Residential-8 Zoning District.

Craig Lang said that he owns the property and is open to any questions.

Mayor Rosenberg closed the public hearing.

Neal motioned to rezone 2811 West Wausau Avenue from SR-2, Single Family Residence District to DR-8, Duplex Residential-8 Zoning District. Brueggeman seconded.

Peckham said that there is a driveway on West Wausau Avenue and then another one coming from the back. Peckham asked if the second one is necessary. Lang answered that they probably won't use it, unless it is required.

Hebert added that they are looking to rezone the property, but will have to split the property in order to build both structures.

The motion carried unanimously 6-0. This item will go to Common Council on July 14, 2020.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Sippel, AICP, Assistant Planner
DATE: June 10, 2020

GENERAL INFORMATION

APPLICANT: Craig Lang
LOCATION: 2811 West Wausau Avenue
EXISTING ZONING: SR-2, Single Family Residential-2
REQUESTED ZONING: DR-8, Duplex Residential-8
PURPOSE: To allow for the development of two duplexes on the property.
EXISTING LAND USE: Vacant
SIZE OF PARCEL: Approximately 0.78 acres

SURROUNDING ZONING AND LAND USE:

North: **SR-2**, Single-Family Residence District and Village of
Maine; Residential
South: **SR-2**; Residential
East: **SR-2**; Residential
West: **TF-10**; Residential

See attached map

SUMMARY

The applicant is seeking a zoning map amendment to allow the development of a vacant property with two two-family residential structures. The parcel is a large vacant parcel in the middle of a block with two access points. The primary access is on West Wausau Avenue, and a secondary access at a small sliver of land (less than 0.1 acre) at 809 N 29th Avenue would be combined with 2811 West Wausau Avenue and ultimately split so there is a single duplex on each parcel. This would facilitate the elimination of a small undevelopable non-conforming lot. A preliminary site

plan is included in the packet for reference, though the zoning map amendment is not contingent upon a specific site plan. The applicant stated in the application that the buildings are planned to have two-bedroom/two-bathroom units targeted for senior residents.

The parcel is bordered on three sides by residential uses that appear to be single-family residences, though two-family uses are allowed by right on the parcels immediately to the west. The neighborhood is a mix of single family and two-family uses, with several duplexes located a half-block to the east along West Wausau Avenue and 28th Avenue.



*View of 2811 West Wausau Avenue and surroundings
2016 City of Wausau Pictometry*

ANALYSIS

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council. Under this section, a proposed amendment is to be evaluated as to whether it:

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

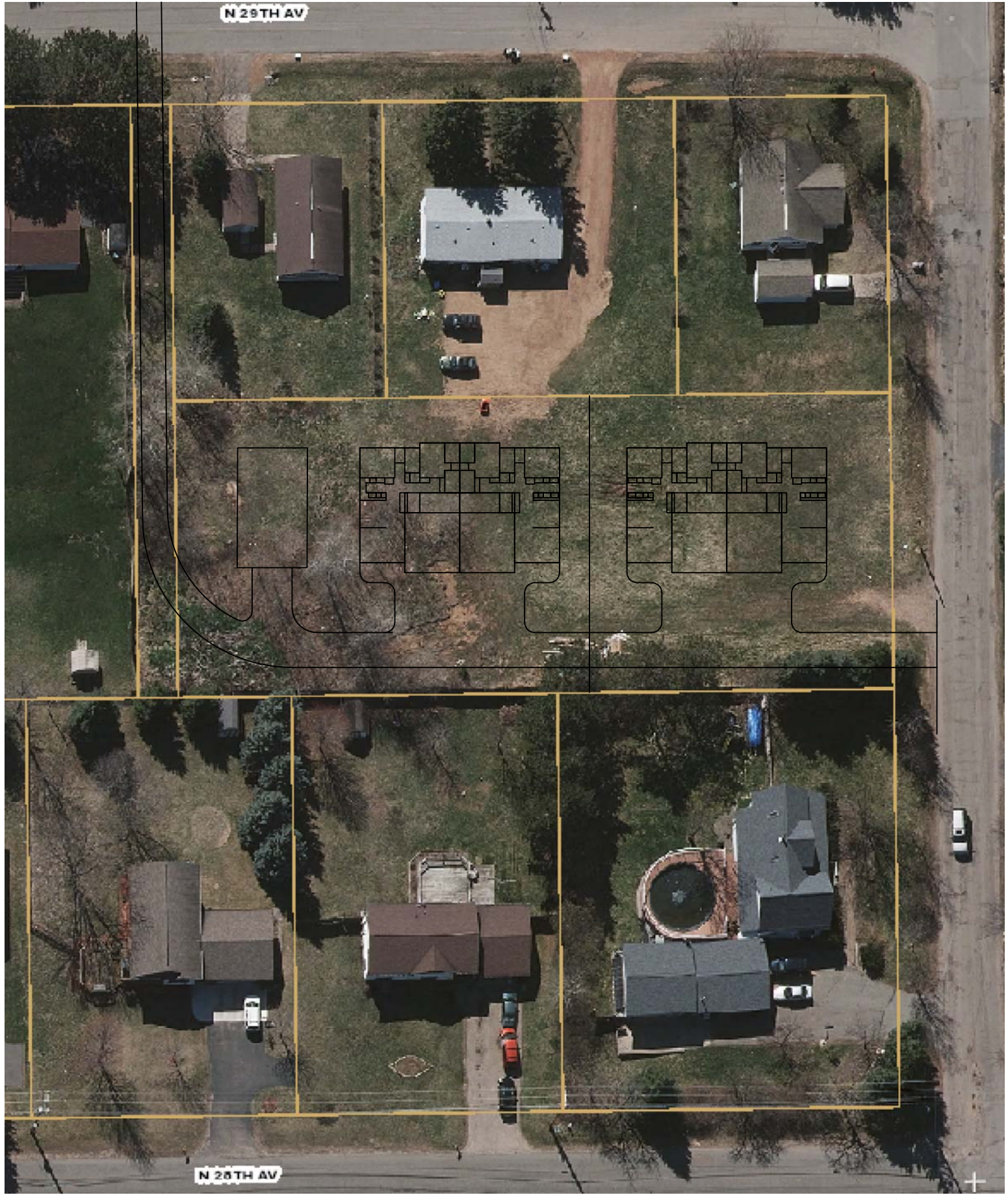
- d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

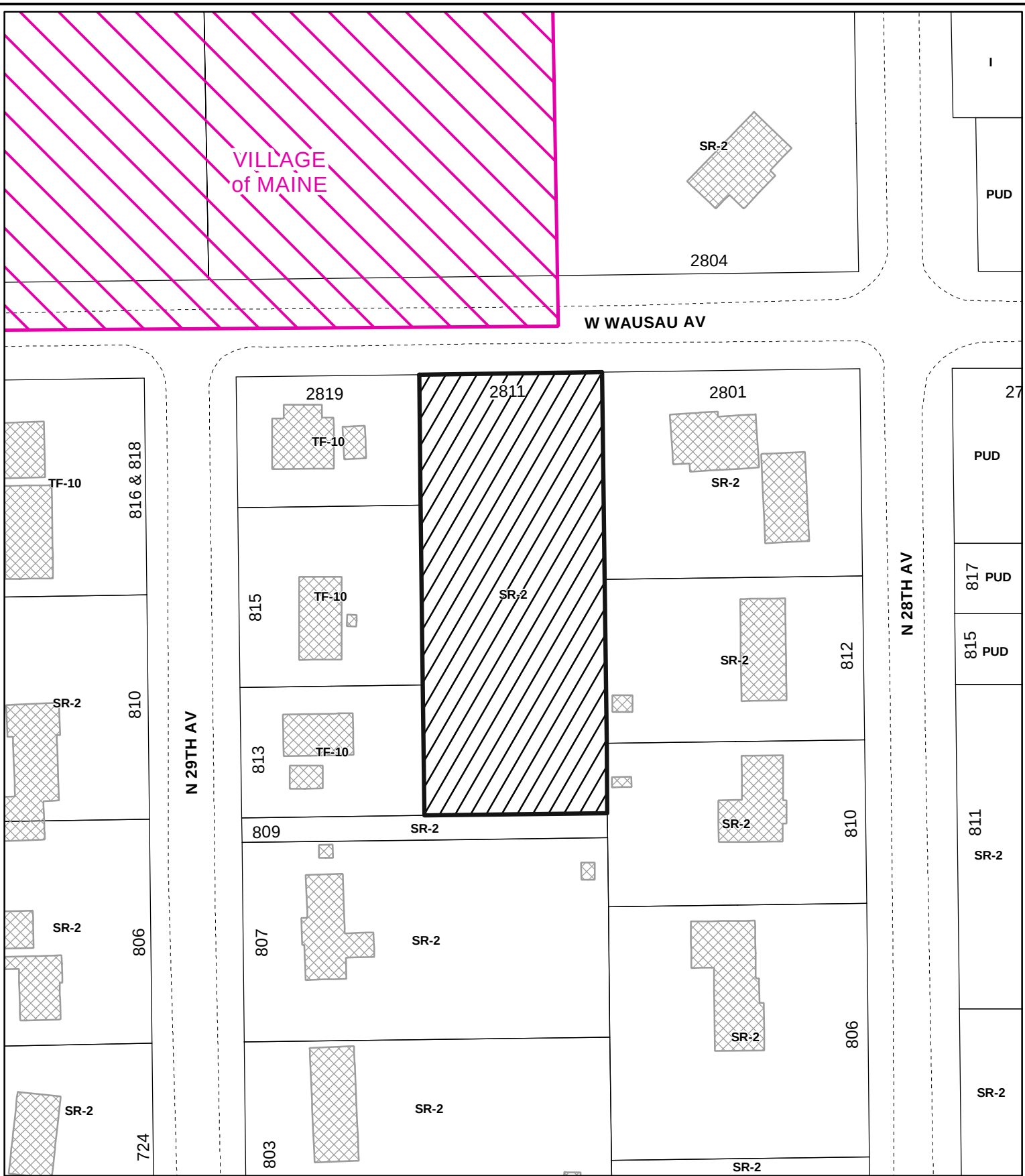
Staff Comments: The proposed zoning of the property would increase the allowable intensity of residential uses on the parcel compared to the current zoning designation. Uses in the DR-8 district are limited to low/medium density residential and some limited non-residential uses that are already allowed by-right in the SR-2 district (e.g. outdoor open space institutional, passive and active outdoor recreation, essential services). The allowable lot coverage ratio of the DR-8 district is slightly greater than the SR-2 district, at 55% rather than 45%.

The City of Wausau Comprehensive Plan Future Land Use Map identifies this area as suburban residential, which is consistent with the intent of the DR-8 district. The DR-8 zoning district in general is intended to be compatible with and mixed with other suburban residential zoning districts. The City of Wausau Comprehensive Plan encourages the mixing of compatible land uses and encouraging a variety of housing choices. This zoning map amendment would allow for an increase in the supply of the “missing middle” housing, such as duplexes, and is consistent with these goals.

N 29TH AV

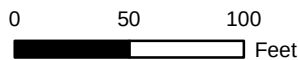
N 28TH AV





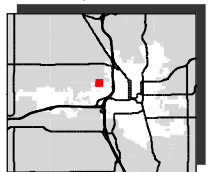
Map Date: June 1, 2020

City of Wausau
Marathon County Wisconsin



- Area of Interest
- Building

Map Location



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0108

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its June 15, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

June 15, 2020 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. No denial recommendations for this meeting.
2. The Liquor License Review Subcommittee will be reviewing two applications for Class B Beer & Liquor licenses just prior the PH&S meeting. Two businesses are changing hands:
 - 1) Surrender of "Class B" Beer and Liquor License by Domino Bar LLC (Daniel Baur, owner) dba The Domino Bar, 740 Washington Street and recommendation of application for "Class B" Beer and Liquor License for Chaney Hospitality, LLC, (Steve Chaney, owner), dba Domino Bar.
 - 2) Surrender of "Class B" Beer & Liquor License by TRC Bar LLC (Trent & Renee Clark) dba Lumpy's, 265 Chellis Street and recommendation of application for "Class B" Beer & Liquor License for CKbar LLC, (Casey Krahn, owner), dba Chellis St Pub
3. Other miscellaneous new and renewing licenses: Public Transport Drivers, Temporary Class B Retailer (picnic)

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk
Date of Report: June 12, 2020
(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

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

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

Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Tim Nawrocki & Jackie Stoehr., Rick Gordon, Newchee Lor, Steve Hutchison, Meryl Kelch Kelly Ballard & Leslie Patterson

Consider approval or denial of various license applications, including recommendations from the Liquor License Review Subcommittee regarding new applications.

Rasmussen stated the Liquor License Review Subcommittee met prior to this meeting with both prospective owners, Steve Chaney and Casey Krahn, and recommended approval unanimously. She noted there were not any denial recommendations for this meeting.

Motion by Wadinski, second by Peckham to approve the licenses as recommended by staff. Motion carried 5-0.

Consider request for outdoor music (Whitewater Music Hall, 130 N 1st St)

Rasmussen stated owners of Whitewater are requesting outdoor music of an acoustic variety, not heavily amplified, in their outdoor area.

Motion by McElhaney, second by Herbst to approve the outdoor music request. Motion carried 5-0.

Consider request for outdoor music and service of alcohol for events on June 27th, July 25th, and August 8th and 29th (Eagle's Club)

Rasmussen stated the Eagle's Club holds events annually in their outdoor fenced area; there have been no incidents.

Motion by McElhaney, second by Wadinski to approve the outdoor music and service of alcohol for the dates requested. Motion carried 5-0.



PHS Date 06/15/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
135151	9020 - Public Transport Driver Renewal	ADAMS, ISAAC	745 IMM ST WAUSAU WI 54401		NORTHWOODS CAB	05/27/2020	06/30/2021	Yes	Yes	
135118	9020 - Public Transport Driver Renewal	SCHWARTZ, JEROME	234233 JIM MOORE CREEK RD WAUSAU WI 54403		ALL AMERICAN TAXI	05/29/2020	06/30/2021	Yes	Yes	
135686	9064 - Class B Beer & Liquor	CHANEY, STEVE	1710 PATRIOT DR WAUSAU WI 54403		DOMINO BAR			Yes	Yes	
135781	9064 - Class B Beer & Liquor	KRAHN, CASEY	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB			Yes	Yes	
135804	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135805	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135806	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135807	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135808	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135809	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135810	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135811	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	
135812	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		ROBERT W MONK GARDENS				Yes	



PHS Date 06/15/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
135524	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS				Yes	
135294	9069 - Temporary Class B Retailer (Picnic)	LIEGL, SCOTT	219 JEFFERSON ST WAUSAU WI 54403		WAUSAU CENTRAL WI SPORTS AUTH				Yes	
135278	9080 - Public Transport Driver New	GREER, TIMOTHY	1305 FOOTHILL AVE APT D SCHOFIELD WI 54476		NORTHWOODS CAB LLC	05/21/2020	06/30/2020	Yes	Yes	
135957	9080 - Public Transport Driver New	TRUE, JEROME	425 GRAND AVE SCHOFIELD WI 54476		NORTHWOODS CAB	06/16/2020	06/30/2020	Yes	Yes	

Total Licenses

15

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Amending Section 17.24.020 Open fire and burning allowed by permit

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 03-0119

Date Introduced: July 14, 2020

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

Add ()

Delete (——)

Section 1. That Section 17.24.020 Open fire and burning allowed by permit, is hereby amended to read as follows:

17.24.020 Open fire and burning allowed by permit.

....

(b) Recreational fires and permits.

(17) Recreational fires may be permitted at business, commercial, or other like establishments upon application for a permit by the owner of the premises, approval of a permit as provided herein, and strict compliance with all provisions of the subsection. Applications for permits by business, commercial, or other like establishments shall be submitted to the city clerk who shall forward the application to the fire marshal, chief of the fire department. The chief of the fire department or his or her designee, who shall then perform an assessment of the premises for which the permit is requested to determine whether the ability of the premises and applicant to comply with the provisions of this subsection and shall make a recommendation to the Public Health and Safety Committee which shall then make the determination for issuance of the permit on a case by case basis. Upon making a determination that the premises and the applicant comply with the requirements of this subsection, the fire marshal will notify the city clerk of his/her determination and the city clerk may issue a permit to the applicant. Any application or premises for which the fire marshal determines does not meet the requirements of this subsection will be submitted to the public health & safety committee with his or her recommendation to disapprove. The committee will consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the Common Council may seek such other legal relief as may be available.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Tuesday, July 7, 2020, at 5:00 pm, (Council Chambers)

Members Present: Rasmussen (C), Herbst, Peckham, Wadinski, and McElhaney

Others Present: Alfonso, Kremer, Rosenberg, Bliven, DeSantis, Van Krey, Larson, Watson Kilian, Neal

Discussion and possible cation on Ordinance Amending Section 17.24.020 Open fire and burning allowed by permit

Rasmussen explained the fire pit ordinance was adopted in 2007 for residential properties and because we did not know the impact of allowing these permits at that time the committee wanted to maintain control. If commercial businesses asked for outdoor recreational fire permits the PH&S Committee considered them on a case by case basis. There are now thousands of residential permits issued in the city and the majority of people use them properly. Currently, we only have them at a couple of businesses, but now with the outdoor seating arrangements many businesses are utilizing the requests for commercial outdoor fire pits are increasing.

Rasmussen stated the committee is dependent on city staff who goes and visits with the owners, inspects the site and gives a report for permits such as chicken-keeping, bee keeping, and open fires. She indicated Fire Marshall, Dave DeSantis, inspects requests for open burning to ensure the property can meet the requirements and then makes a recommendation. She explained the proposed change to the ordinance would allow the Clerk's Office to proceed to issue the permit to a commercial business, as they already do with the residential permits, rather than delaying them to committee. She noted there are current requests from both Red Eye Brewing Company and Bull Falls Brewery, which have been inspected by DeSantis and recommended for approval.

Motion by Herbst, second by Peckham to approve the Ordinance Amending Section 17.24.020 Open fire and burning allowed by permit. Motion carried 5-0.

Adjourn

Motion by Wadinski, second by McElhaney to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:07 p.m.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee

From: Tara G. Alfonso, Asst. City Atty *TGA*

Date: July 2, 2020

Re: COMMENTS ON PROPOSED AMENDMENT TO W.M.C. §17.24.020 OPEN FIRE
AND BURNING ALLOWED BY PERMIT

- The Chairperson of this Committee would like to review whether the process for issuance of “fire pit permits” allowing small recreational fires at business, commercial, or other like establishments can be streamlined in order to make the application to approval process quicker by delegating the issuance of permits to staff rather than this committee.
- Accordingly, this office has drafted a proposed amendment to W.M.C. §17.24.020 Open Fire and Burning Allowed by Permit which would allow the City Clerk to issue permits for business, commercial, or other like establishments upon a determination by the Fire Marshal that these applications and the premises meet the requirements of the ordinance (such as size of fire pit, safe distance from any building or structure, availability of adequate fire suppression equipment).
- Applications that are recommended for denial because the other requirements of the ordinance cannot be met, would be forwarded to the Public Health & Safety Committee which would consider the application and forward its recommendation to the Common Council.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the sale of 8104 Enterprise Drive in the Wausau Business Campus to Fischer & Son Transport Inc., dba AC & Sons Party Tent Rentals for \$25,000 for the construction of a 15,400-sq. ft. office and warehouse building

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 20-0711

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	N/A no costs
	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 originally established the Wausau Business Campus to encourage job growth and facilitate quality commercial infrastructure; and

WHEREAS, the City has a long and successful track record of public-private partnerships for development throughout the City and within the Wausau Business Campus which includes the sale and optioning of land for industrial and commercial growth; and

WHEREAS, AC & Sons Party Tent Rentals has examined sites for a new facility which would relocate its existing business from the Town of Rib Mountain and construct a 15,400-sq. ft. warehouse, showroom and offices; and

WHEREAS, AC & Sons Party Tent Rentals expects the new facility will allow it to add as many as four (4) fulltime jobs and ten (10) seasonal jobs to its existing workforce; and

WHEREAS, your Economic Development Committee, at their meeting of July 7, 2020, discussed and approved selling 3.42 acres of Wausau Business Campus property, approximately 2 acres of which is developable, due to the existence of designated wetlands.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau approves the sale of 8104 Enterprise Drive in the Wausau Business Campus to Fischer & Son Transport Inc., dba

AC & Sons Party Tent Rentals for \$25,000 for the construction of a 15,400-sq. ft. office and warehouse building.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized to execute the documents necessary to complete the conveyance.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

Economic Development Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat Peckham, Lou Larson and Michelle Van Krey. Alder Debra Ryan joined the ED meeting via WebEx at 6:05pm.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #6 Discussion and Possible Action on the Sale of Business Campus Property on Enterprise Drive to AC & Sons Party Tent Rentals for the Construction of a New Warehouse Facility and Offices.

Fitzgerald shared the details of a proposal by AC & Sons Party Tent Rentals to purchase property in the Business Campus. Rasmussen asked if the construction of a new building would include any jobs to be created. Bill Fisher, 309 S 10th Ave, is the owner of AC & Sons. He estimated that 6-8 full time, year round jobs would be created.

Kilian asked if 2 of the 4 acres that are designated as wetlands would be utilized by Mr. Fisher. Fisher stated that he was told by his builder that those acres could not be touched and would remain as is. Kilian questioned why he was interested in owning the 2 wetland acres if they were not developable. Fisher share that Christian Schock, former Community Development Director, gave him the impression that a sale would not happen if he asked to split the property.

Rasmussen asked that this item be discussed in closed session.

Agenda Item #10 CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

- Sale of Business Campus Property on Enterprise Drive to AC & Sons Party Tent Rentals for the Construction of a New Warehouse Facility and Offices.

Motion by Watson to go into closed session, second by Rasmussen at 6:59pm. Motion passed 5-0.

ROLL CALL VOTE – Neal, Watson, McElhaney, Rasmussen and Kilian
Others Present: Fitzgerald, Lenz, Jacobson, Rosenberg, Ryan and Van Krey

Agenda Item #11 RECONVENE into Open Session to Take Action on Closed Session Items, If Necessary

Motion by Kilian to go back into open session, second by McElhaney at 7:19pm. Motion passed 5-0.

Action on Closed Session Items: *Motion by Rasmussen, Second by Watson to direct staff to sell the whole parcel to AC & Sons Party Tent Rentals for \$25,000. Motion passed 4-1 with Kilian as the dissenting vote.*



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Business Campus land sale Fischer & Son Transport, Inc.

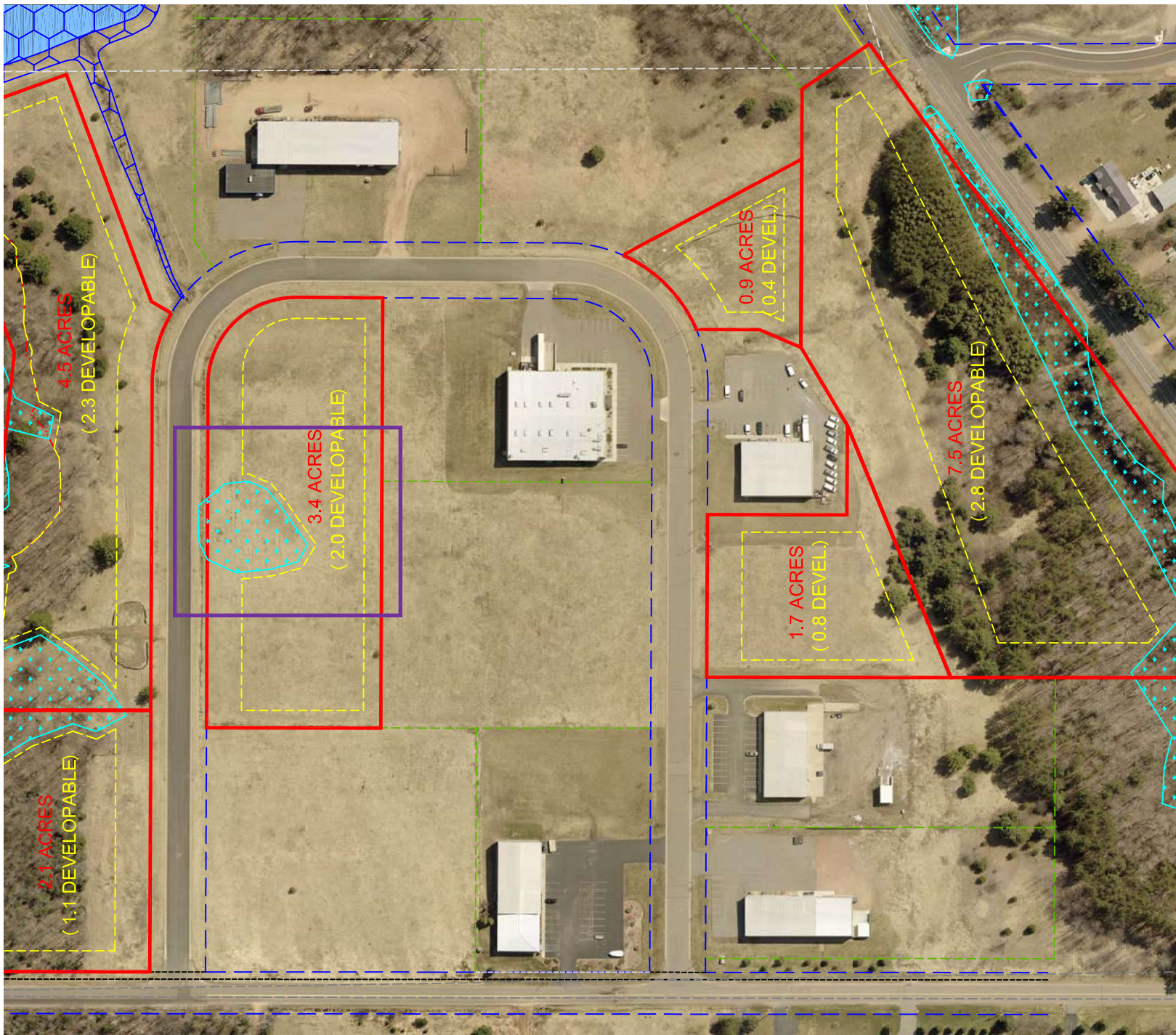
Community Development staff has been working with Bill Fischer, owner of Fischer & Son Transport, Inc. – doing business as AC & Sons Party Tent Rentals – on its expansion plans to develop a 15,400-sq. ft. warehouse, showroom and offices in the Business Campus. The company is currently based in the Town of Rib Mountain but has outgrown its existing facility and is looking to the City of Wausau as it expands its operations.

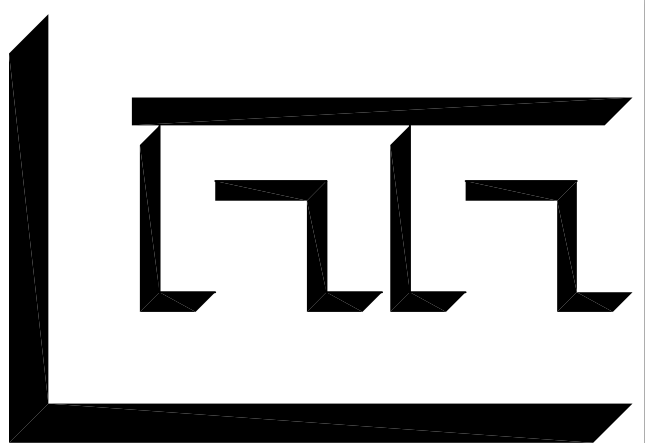
The proposed AC & Sons Tent Rentals facility would be an estimated \$1 million to \$1.2 million construction project. It will feature a 3,700-sq. ft. indoor showroom, and outdoor display area for its Rainbow Play Sets, and a drying room for cleaning and drying its rental tents, among other amenities. They are interested in purchasing the 3.42 acre parcel located on Enterprise Drive (identified with the purple line drawing in the attached map) for \$20,000.

The building use conforms with the Business Campus and Community Development recommends the sale of this parcel to Fischer & Son Transport Inc.

Parcels in the Business Campus are typically sold to developers at a standing price of \$12,500 per acre. It should be noted that this parcel requested by AC & Sons party Tent Rentals has only two (2.0) acres available for development, while the remainder of the parcel is delineated as wetland and unsuitable for development. Additionally, the City Council has given special consideration to developers on industrial park land price in situations where a substantial amount of jobs are created as a result of the development or a substantial amount of incremental tax base is created as a result of the construction and equipment value of the development. Our staff identifies the following options for the committee's consideration:

- 1) Sell the property for \$42,750 – the price at \$12,500 per acre for the entire parcel
- 2) Sell the property for \$25,000 – the price at \$12,500 per acre for the developable portion of the parcel
- 3) Sell the property for \$20,000 – the price offered by the developer
- 4) Sell the property for a negotiated amount between \$20,000 to \$42,750





URBAN
CONSTRUCTION
COMPANY

5909 N 39th Avenue
Wausau, WI 54401
TEL: 715-675-9425
FAX: 715-675-9781

OWNER:
AC & Sons Party
Tent Rentals

LOCATION:
Wausau, WI
PROJECT:
Proposed Building

CONSULTANT:

REVISIONS:

#	Date	Description
0	1-16-2020	Original Release
1	4-24-2020	General Revision

DRAWING #: 20734
PROJECT #: Preliminary
DRAWN BY: KM

CHECKED BY:

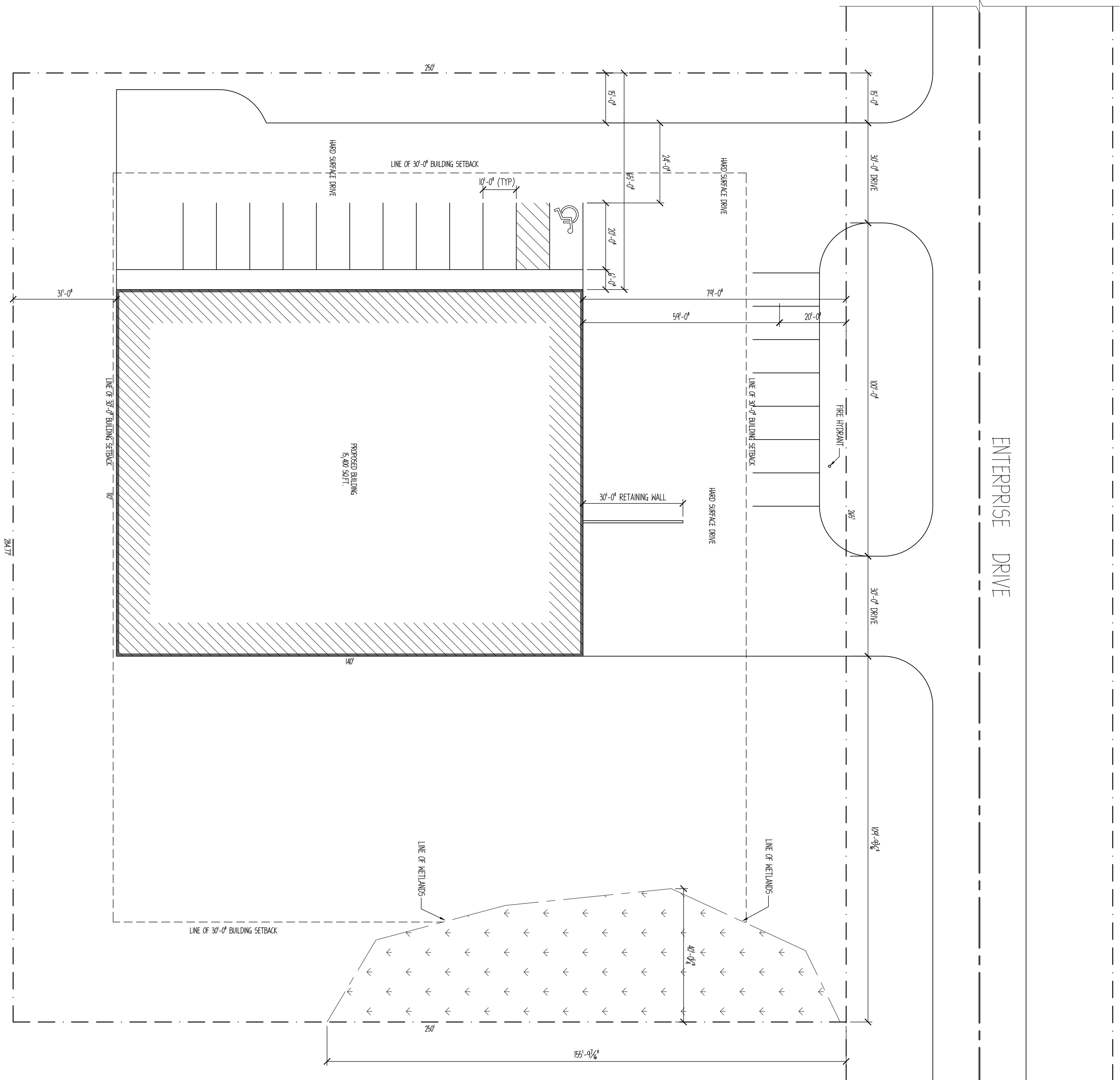
Notes: This construction drawing is the property of Urban Construction Company and shall be used only for the project and location specified. It is to be used in conjunction with the contract documents and shall not be used for any other purpose without the written consent of Urban Construction Company.

PLOT DATE:	☒ Preliminary
	☐ for Bid
	☐ for Construction
6/29/2020 3:57 PM	

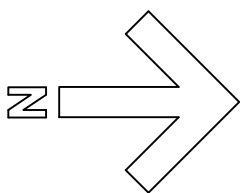
SHEET TITLE
Site Plan

C100

SHEET OF



1 SITE PLAN
C100 1" = 20'-0"



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing execution of parking lot lease with Riverlife Wausau, LLC (Fulton Street between River's Edge Trail and North River Drive)

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 15-0708

Date Introduced: July 14, 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 Development Agreement (Riverlife – Phase 1) executed between the City of Wausau (“City”) and Riverlife Wausau, LLC (“Riverlife”) dated June 28, 2019 (“Development Agreement”) provided that the City would work cooperatively with Riverlife to designate no less than sixty (60) reserved parking spaces for use in connection with the residential development project known as Riverlife Villages Phase 1 in a parking lot to be constructed by the City in close proximity to the building; and

WHEREAS, the parties agreed to negotiate in good faith a separate parking agreement governing the parking spaces; and

WHEREAS, the final design of the parking area yields a total of sixty-four (64) parking spaces; and

WHEREAS, given potential issues that surround parking enforcement and handicapped parking, Riverlife requested the City consider allocating the final four (4) additional parking spaces to it; and

WHEREAS, the former Economic Development Director indicated that providing four (4) additional spaces to Riverlife above the original estimate of sixty (60) spaces would not represent much change in value either way under the Development Agreement, would simplify management of the parking, and was therefore agreeable to allocating Riverlife the additional four (4) parking spaces; and

WHEREAS, the attached lease reflects the results of the negotiations and agreements of the parties; and

WHEREAS, the lease provides for a thirty (30) year term with two (2) additional renewal terms of thirty (30) years each and a rent in an annual amount equivalent to the annual operations and maintenance costs of the parking area to be paid by in kind operations and maintenance services performed by Riverlife such services being valued at approximately \$5,500 per calendar year, and which will vary on an annual basis depending upon changing operational needs and costs; and

WHEREAS, your Economic Development Committee, at their July 7, 2020 meeting, recommends the City enter into the proposed lease on the terms and conditions set forth in the proposed lease agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a thirty (30) year agreement for the lease of sixty-four (64) parking spaces located at Fulton Street between River's Edge Trail and North River Drive with a rent in an annual amount equivalent to the annual operations and maintenance costs of the parking area to be paid by in kind operations and maintenance services performed by Riverlife, substantially in the form of the copy of which is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

Economic Development Committee Members Present: Tom Neal (c), Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat Peckham, Lou Larson and Michelle Van Krey. Alder Debra Ryan joined the ED meeting via WebEx at 6:05pm.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #8 Discussion and possible action on Parking Space Lease Agreement between the City of Wausau as Lessor and Riverlife Wausau, LLC as Lessee.

Fitzgerald shared that in the development agreement with Riverlife Wausau, LLC it was agreed that the City would provide a parking lot for their development. The City would own the 64 space parking lot and Riverlife Wausau, LLC would lease and annual maintain the parking lot for a term of 30 years per the parking space lease agreement.

Motion by Rasmussen, Second by McElhaney to approve the agreement as written.

Motion passed 5-0.



Office of the City Attorney

TEL: (715) 261-6590
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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Economic Development Committee
From: Tara G. Alfonso, Asst. City Atty *TGA*
Date: July 2, 2020
Re: COMMENTS ON PROPOSED PARKING SPACE LEASE AGREEMENT
CITY OF WAUSAU ("LESSOR") AND RIVERLIFE WAUSAU, LLC ("LESSEE")

- On May 28, 2019, in order to continue development of the residential development project known as Riverlife Villages Phase 1, the Common Council selected a new developer for the project, Riverlife Wausau, LLC ("Riverlife") and authorized execution of development agreements and the transfer of real estate in substantial conformance with the existing plans, previous development agreements and the term sheet negotiated by the parties. (A copy of the Resolution is attached hereto for reference.)
- Under the final Development Agreement (Riverlife – Phase 1) executed between the City of Wausau ("City") and Riverlife, dated June 28, 2019, the City agreed to work cooperatively with Riverlife to designate no less than sixty (60) reserved parking spaces for use in connection with the residential project in a parking lot to be constructed in close proximity to the building. The parties also agreed to negotiate in good faith a separate parking agreement governing these parking spaces. (A copy of the relevant portion of the Development Agreement is also attached hereto for reference).
- Former Economic Development Director, Chris Schock requested this office review a proposed Parking Space Lease Agreement ("Lease") between the City of Wausau as Lessor and Riverlife Wausau, LLC as Lessee. The essential business terms of the lease were negotiated, recommended and reviewed by the former Director and Riverlife. Certain legal modifications were recommended by this office.
- The attached proposed Lease reflects the results of the negotiations and agreements of the parties.
- According to the Economic Development Department, when the Development Agreement was drafted, it was unclear how many parking spaces could be laid out in the parking area. As finally designed, the parking area yields a total of sixty-four (64) parking spaces. Although originally the proposed lease offered Riverlife exactly sixty (60) spaces with the remaining four (4) set aside for City or other public use, given potential issues that surrounded parking enforcement and handicapped parking, Riverlife, through its attorney, requested the City consider allocating the final four (4) additional spots to it for its use. Then Economic Development Director Schock indicated that four (4) spaces would not represent much value either way, would simplify management of the parking lot, and therefore, was agreeable to allocating Riverlife those additional four (4) spots as well.
- Significant highlights of the proposed lease are:

- The term is proposed as thirty (30) years.
- There are two additional renewal terms of thirty (30) years each.
- There is no monetary payment for the parking spaces to the City. Riverlife will be responsible for the annual operation and maintenance of the entire lot, such as snow plowing and removal, debris removal, line striping and sealing and crack filling. The City is still awaiting a general estimate of the value of these services.
- The City will be responsible for the cost of future repaving or reconstruction of the lot.
- The City has no obligation to enforce or guaranty the exclusivity of the parking area.
- The entire lot is now proposed for use by Riverlife.

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

RESOLUTION OF THE COMMON COUNCIL

Selecting Riverlife Wausau LLC (dba Ohde/Riveron/Viegut) for the Riverlife Villages Phase 1 project, reserving options for a Phase 2 submission, and approving to sign development agreements, settle liens, and transfer real estate for the continuation of the project.

Committee Action: Approved 8-1

Fiscal Impact: up to approximately \$2,740,000

File Number: 15-0708

Date Introduced: May 28, 2019

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: up to \$2.74mil Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☒ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau has a long track record of successful public-private partnerships to facilitate quality redevelopment activities that increase economic benefits to the City of Wausau and further economic development goals; and

WHEREAS, the City requested proposals through a public Request For Proposal (RFP) process from July 29th through November 2nd of 2015, then selected Frantz Community Investors to proceed on February 23rd, 2016 and final plan and proposal was approved on July 12th, 2016; and

WHEREAS, the City has previously borrowed \$2,740,000 and established a budget to fund the developer incentives associated with the project; and

WHEREAS, pursuant to the developer agreement the City funded a pre-development loan in the amount of \$372,462.50 for Frantz Community Investors; and

WHEREAS, Frantz Community Investors was replaced by Barker Financial on September 12th, 2017 followed by the completion of a final design and work began in late 2017; and

WHEREAS, Notices of Default were sent to Barker Financial on May 15, 2018, based upon

construction lien filings affecting the property with a new Request for Proposal (RFP) being issued by the City on May 25th, 2018; and

WHEREAS, the defaults under the development agreements and groundleases were not cured and the City extinguished the groundleases and development agreements with Barker Financial on September 11th, 2018; and

WHEREAS, the City received 2 proposals from Ohde/Riveron/Viegut and Gorman and Company for the existing Riverlife Villages Phase 1 project which were similar in scope and both contained terms similar to the original agreements; and

WHEREAS, both proposals were reviewed by the Economic Development Committee starting on September 4th, 2018 and then recommended Gorman and Company on November 7, 2018; and

WHEREAS, the City selected Gorman and Company to continue the project on January 8, 2019 and Gorman assessed and improved the existing development plan and proforma but a development agreement was not executed; and

WHEREAS, numerous lien claims were filed and both proposers require the removal of liens to before they initiate construction and move the project forward; and

WHEREAS, the City has negotiated with the existing contractors, engineers and architects to remove all liens, and has acknowledged the repayment of the amount of the outstanding pre-development loan by Barker Financial to Samuels Group; and

WHEREAS, the Riverlife Villages master plan and forgivable loan/grant incentives funded by Tax Increment District Number Three and Twelve (originally approved by City on July 12th, 2016) established the following:

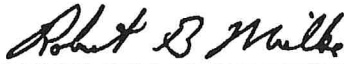
- That the Riverlife Villages project proposed for the East Riverfront Redevelopment Area would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three and Twelve.
- That the financial assistance will be supported by a development agreement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

NOW, THEREFORE, BE IT RESOLVED, that the Wausau Common Council selects Riverlife Wausau LLC (dba Ohde/Riveron/Viegut) for the continuation of the Riverlife Villages Phase 1 project; and

BE IT FURTHER RESOLVED, that the Mayor and other proper city officials are authorized and directed to execute development agreements and transfer real estate in substantial conformance with the existing plans, previous development agreements for the residential project, and the term sheet herein for an amount not to exceed the originally approved \$2,740,000; and

BE IT FURTHER RESOLVED, that the Wausau Common Council determines that the Tax Increment District findings from July 12th, 2016 and restated herein remain in effect and are necessary to effectively complete the project.

Approved:

A handwritten signature in cursive script, appearing to read "Robert B. Mielke", is written over a horizontal line.

Robert B. Mielke, Mayor

Exhibit A: Term Sheet

Riverlife Wausau LLC (dba Ohde/Riveron/Viegut or its permitted assigns) ("Developer") shall complete the Riverlife Villages Phase 1 project in substantial conformance with the existing plans and the additional provisions herein:

1. Developer shall complete the Phase 1 building at Lot 1 in substantial conformance with the state-approved plans authored by Mudrovich and Associates and any changes approved to the General and Precise Plans approved by Unified Development District (UDD) zoning.
2. Developer shall complete the Phase 1 building at Lot 1 with a minimum value of \$7,000,000 as defined in the development agreement.
3. Developer shall restart construction at the existing Phase 1 site by June 30, 2019 and the building shall be complete and receive a certificate of occupancy no later than December 31, 2020.
4. Developer shall provide adequate bonding or financial guarantees suitable to the City for the completion of the project.
5. Developer shall be allowed to market, represent for lease or sale, the mixed use parcel for at least twelve (12) months. The specific plan for that parcel shall be approved in Unified Development District (UDD) Zoning.
6. City shall provide 49% of available full tax increment as a reverse TIF payment for 2 years for the Phase 1 project in the lease up stages of the project, not to exceed \$100,000.
7. City shall complete and maintain the extension of Fulton Street, all public utilities to the property line, and any associated sidewalks, parking lots/onstreet parking and streetscaping approved as part of the General and Precise Plans approved by Unified Development District (UDD) zoning to support the project.
8. City shall reserve land south of the proposed Fulton Street for a Phase 2 project if said project proposal is reviewed and approved by the Plan Commission, Economic Development Committee and Common Council by December 31, 2019. The Phase 2 project, if approved, shall include a residential project with 20 or more units or a commercial building, either of which shall have an overall project value that when combined with Phase 1 totals not less than \$14,000,000.
9. City shall waive the building permit fees associated with the existing Phase 1 project for the amendment of plans/restart of the project.
10. City shall lease the Phase 1 project site (Lot 1) to the developer to restart the project and transfer that parcel (Lot 1) for \$1 at the closing of primary financing or when the project is substantially complete. City shall also create a Lot 2 parcel for Phase 2 and transfer said parcel for the completion of Phase 2 for \$1 if that proposed project is approved which would include a residential project with 20 or more units or a commercial building, either of which shall have an overall project value that when combined with Phase 1 totals not less than \$14,000,000.

11. City shall work cooperatively with the Developer to develop a reservation system for at least 4 boat slip/piers at the existing Riverlife public wharf for tenants of the Riverlife Villages project subject to the Parks and Recreation Committee approval.
12. City shall satisfy all liens and transfer the existing site improvements including the foundations and work done to date by parties subject to the lien settlements (both on and off site) in exchange for a secured loan or other appropriate financial guarantee that is an amount sufficient to cover the city's settlement costs and forgiven on a schedule based on project increment.
13. City shall indemnify the Developer and any future owners of the real estate associated with the project sites, from liabilities associated with the environmental issues known to and remediated by the City in accordance with the Wisconsin DNR permits for the sites.

DEVELOPMENT AGREEMENT
(Riverlife – Phase I)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 28th day of June, 2019 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, being legally described on Exhibit A attached hereto and depicted on Exhibit B-1 attached hereto (the “Property”), together with the existing improvements located thereon and as further clarified in Section 1.j below (the “Existing Improvements”); and

WHEREAS, the Property is in an area to be governed by the Riverfront Declaration (defined below); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created two Tax Incremental Districts, the City of Wausau Tax Increment District Three and the City of Wausau Tax Increment District Twelve (collectively, the “TID”), and adopted a Project Plan for each district (collectively and as amended, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID and located on the Property; and

WHEREAS, in connection with such development, Developer proposes to enter into a ground lease of the Property as set forth herein and to make certain improvements on the Property as set forth herein; and

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

by a binding development agreement for a Phase II Project; and that the inclusion of any incentives in this Agreement does not commit the City to provide similar incentives in such new development agreement.

l. *Phase II Development Agreement.* Subject to the terms and conditions of this Agreement and Developer's compliance with terms and conditions of this Agreement, the City hereby agrees to reserve the land south of the Property described on Exhibit B-3 attached hereto for Developer's proposed second phase project (the "Phase II Project"). Developer shall prepare a project proposal for the Phase II Project, which shall be subject to review and approval by the Plan Commission, the Economic Development Committee and the Common Council, which approvals shall be within the sole discretion of such groups. If approved by December 31, 2019, the terms and conditions of the Phase II Project shall be memorialized in a binding development agreement, which the parties agree to negotiate in good faith for at least thirty (30) days; provided, however, that neither party shall be obligated to enter into such agreement. If after such negotiation period no binding development agreement has been completed or if Developer does not obtain all such approvals by December 31, 2019, then the City shall no longer be required to reserve such property for the Phase II Project and may pursue other development opportunities. The following is the current understanding of the structure of the Phase II Project: (i) the Phase II Project will be a residential project with 20 or more units or a commercial building; (ii) the combined appraised value of the Phase II Project and the Project shall equal at least \$14,000,000; (iii) the Phase II Project will comply with the UDD zoning; (iv) similar to this Agreement, the land for the Phase II Project will be ground leased to Developer, with an option to purchase upon completion; and (v) the option price for such purchase shall be \$1. Developer is aware that the inclusion of any other incentives in this Agreement for the Project does not commit the City to provide similar incentives for the Phase II Project.

m. *Parking Spaces.* The City agrees to work cooperatively with the Developer to designate as reserved for the Building no less than sixty (60) parking spaces in the parking lot to be constructed in close proximity to the Building. The City shall not be responsible for enforcing such parking exclusivity, and Developer understands that there may be spaces in such lot reserved for other users or open to the public. Prior to Project completion, Developer and the City agree to negotiate in good faith and enter into a separate shared parking agreement for such parking spaces ("Parking Agreement"). In the Parking Agreement, the Developer will decide the number of spaces and timing for the spaces desired and will be subject for an annual maintenance cost for such reserved parking. The annual maintenance cost is based on the City's estimated cost of maintaining such spaces (as determined by the City in the City's reasonable judgment). Further, Developer understands that such parking spaces are within "Common Areas" under the Riverfront Declaration and are subject to certain pass-through expenses, but are otherwise being made available to the Project under this Agreement at no cost, except as set forth in the Parking Agreement. Accordingly, under the Riverfront Declaration, certain maintenance expenses with respect to such parking may be allocated to the Property rather than shared with the other lot owners so long as the parking areas are reserved for the Building. The Parking Agreement will provide that that Developer will get a credit against any such pass through expenses with respect to such spaces dollar for

dollar in the amount (if any) specially allocated to Developer under the Riverfront Declaration for the spaces.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every of the following conditions:

i. Developer shall promptly provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

iii. The City, through its City Council, shall have approved or authorized this Agreement and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. In addition to all other conditions and requirements set forth in this Agreement, the City's consent to commencement of construction of the Project ("Consent to Commencement") and the effectiveness of the City's execution of the Ground Lease are conditioned upon the satisfaction of each and every of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

ii. Developer, at its cost, shall provide the Project Cost Breakdown to the City.

iii. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City.

iv. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain

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

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: [Signature]
Name: Mitch Viegut
Title: Managing member

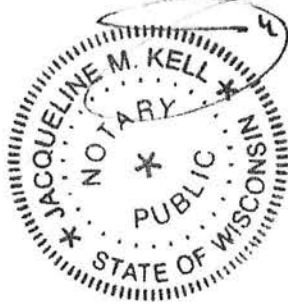
THE CITY

CITY OF WAUSAU

By: _____
Robert B. Mielke, Mayor

Attest: _____
Toni Rayala, Clerk

Acknowledgement before me this 28 day
Of JUNE 2019
Notary Public Marquette County, WI
My Commission Expires 8/20/2021



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

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____
Name: Mitch Viegut
Title: _____

THE CITY

CITY OF WAUSAU

By: Robert B. Mielke
Robert B. Mielke, Mayor

Attest: Mary A. Goede
MARY A. GOEDE DEPUTY CLERK

**CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT**

This parking space lease agreement ("Lease") is made and entered into as of this ____ day of _____, 2020, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY," and RIVERLIFE WAUSAU, LLC, a Wisconsin limited liability company, as LESSEE(s):

1. LEASE.

(a) Subject to the terms and conditions of this Lease, CITY leases to LESSEE the entire parking area shown on Exhibit 1 which is attached hereto and made a part hereof ("Parking Area") and which is located on certain City real property known as Riverlife Outlot #3 and set forth in Exhibit 2 which is attached hereto and made apart hereof ("Outlot #3"). The CITY shall not enter into any agreement with any party, nor park or store any City owned vehicles in Outlot #3 which would interfere with the availability of the Parking Area provided under this Lease.

(b) LESSEE may use and occupy the Parking Area for purposes of providing parking for its tenants and their guests, and no other purposes without the advance written consent of CITY, seven (7) days a week, 24 hours a day, for the parking of passenger type vehicles, including motorcycles, pick-up trucks, and passenger size vans provided they meet any height restriction of Outlot #3. Passenger type vehicles specifically excludes motor trucks, truck-tractors, trailers, semitrailers, motor busses, any other vehicle or combination of vehicles having a gross weight as defined in Section 340.01 of the Wisconsin Statutes or registered weight in excess of eight thousand pounds, and unregistered, unlicensed, junk or recreational vehicles. At no time shall LESSEE permit any vehicle to be parked or remain on Outlot #3 in any state of major disassembly, disrepair, or in the process of being stripped or dismantled. In the event City determines it is necessary to tow any vehicle from the parking facilities in Outlot #3 as a result of the violation of City ordinances, it will reasonably attempt to provide advance notice to LESSEE.

(c) The CITY has no obligation to enforce or guarantee the availability or exclusivity of the area set aside for the Parking Area under this Lease. It shall not be a default by CITY under this Lease if vehicles are parked in Parking Area by those who are not tenants or guests of tenants of LESSEE. LESSEE may post appropriate signage advising users or potential users of the Parking Area of the reservation of the spaces for its use. Such signage shall be approved by the CITY prior to posting. LESSEE may avail itself of the provisions of Wis. Stat. §346.57(4); the investigation and enforcement of Wis. Stat. §346.57(4) by the CITY, however, remains within the sound exercise of discretion of the City of Wausau Police Department and availability of law enforcement officers to respond to requests for service.

2. **TERM.** Subject to the termination provisions of sections 6 and 7, this Lease shall be for a thirty year term beginning on _____, 2020, and ending on _____, 20____, which may be renewed for two (2) additional terms of thirty years upon written notice given by LESSEE to the CITY not less than 60 days prior to the end of the initial lease term or the end of a renewal term and provided LESSEE is not in default of the provisions of this Lease.

3. **PAYMENTS.** After the initial construction and striping of Outlot #3, LESSEE shall pay LESSOR as rent an annual amount equivalent to the annual operations and maintenance costs of the entirety of Outlot #3, such amount to be paid by in kind operations and maintenance services performed by LESSEE for the entirety of Outlot #3. Such costs are valued at approximately _____ per month in 2020 and will vary on an annual basis depending on changing operational needs and costs. Operations and maintenance to be performed by LESSEE include snow plowing and removal, debris removal, line striping, sealing and crack filling for the entirety of Outlot #3. LESSEE shall be responsible for such operations and maintenance as reasonably necessary to maintain Outlot #3 in good and slightly condition. LESSEE shall not be responsible for any work covered by any warranty received by the CITY for the initial construction of Outlot #3 or for the cost of repaving or reconstruction of Outlot #3 which shall be done by the CITY at the CITY'S sole cost and expense. All lighting, if any, serving Outlot #3 shall be installed, maintained and paid for by the CITY.
4. **RULES.** All parking under this Lease shall be subject to the ordinances of the CITY of Wausau.
5. **VEHICLES PARKED AT OWNER'S RISK.** CITY shall not be responsible for loss or damage to any vehicle parked in Outlot #3 or the Parking Area whether or not such damage is caused by other vehicle(s) or person(s) in Outlot #3 or the Parking Area and surrounding area, nor loss or damage to possessions, items, or other contents left in vehicles parked in Outlot #3 or the Parking Area whether by fire, vandalism, theft or any other cause. CITY further is not responsible for loss, damage or injury by or to other users of Outlot #3 or the Parking Area or any other individual or personal injury of any nature. LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of Outlot #3 or Parking Area or to protect individuals using, or vehicles or property located in Outlot #3 or Parking Area from criminal activity.
6. **DAMAGED PROPERTY.** If LESSEE, its agents, employees, or any of its tenants or other guests using Outlot #3 or the Parking Area, damages any personal property, or any equipment or other property at the Outlot #3 or the Parking Area, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may, at its option, terminate this Lease.
7. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:
 - a. failure to timely perform any operations or maintenance services under this Lease to maintain Outlot #3 or the Parking Area in good and slightly condition;
 - b. repeated failure of LESSEE, its agents, employees, or any of its tenants or other guests, to obey CITY ordinances concerning security, safety, or preservation of Outlot #3 or the Parking Area, during the term of the Lease; or
 - c. failure of the LESSEE to comply with any other term or condition of this Lease, including any addenda or amendments hereto.In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement if such event of default is not cured within 10 days of LESSEE'S receipt of such notice, upon notice to said LESSEE, without penalty or liability to the CITY.
8. **INSURANCE.** LESSEE shall maintain a commercial general liability policy with coverage at least as broad as Insurance Services Office Commercial General Liability Form including coverage for Premises and Operations liability, Products and Completed Operations,

Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

a.	Each Occurrence limit	\$1,000,000
b.	Personal and Advertising Injury limits	\$1,000,000
c.	General aggregate limit (other than Products-Completed Operation) Per location	\$2,000,000
d.	Products-Completed Operations aggregate	\$2,000,000
e.	Fire Damage limit – any one fire	\$ 250,000
f.	Medical Expense limit – any one person	\$ 5,000

Such insurance is primary coverage and any insurance or self-insurance maintained by the CITY, its officers, council members, agents, or employees will not contribute to a loss. All insurance shall be in full force prior to using or occupying the leased premises and remain in force until the end of the Lease. The CITY shall be named as an additional insured on all liability coverage and LESSEE shall provide the CITY a certificate of insurance signed by the insurer's authorized representative evidencing the coverage required under this Lease. All additional insured forms must be attached to the certificate of insurance. The commercial General Liability general aggregate limit must apply "per location."

9. **INDEMNIFICATION.** LESSEE shall defend, indemnify, and hold harmless CITY, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against CITY, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of LESSEE'S action or omissions under this Lease. This indemnity provision shall survive the termination or expiration of this Lease.
10. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If Outlot #3 or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Lease shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the CITY shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the CITY for damages sustained by reason of such termination.
11. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close all or portions of Outlot #3 or the Parking Area as reasonably necessary for repaving and reconstruction. When closing Outlot #3 or the Parking Area, the CITY shall seek to avoid any inconveniences to LESSEE and shall use good faith reasonable efforts to minimize the length of the closure or the reduction of parking capacity in Outlot #3 or the Parking Area during the closure. CITY will provide LESSEE as much advance notice as possible under the circumstances and will work with LESSEE to attempt to locate alternate parking during the closure period.
12. **RIGHT TO REMOVE.** The CITY reserves the right to remove or expel from Outlot #3, or the Parking Area, any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in Outlot #3 or the Parking Area. Neither the CITY,

nor any of its employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the CITY's exercise of such right.

13. **NO ASSIGNMENT OR SUBLETTING.** LESSEE may not assign or sublet this Lease, its rights, obligations or duties hereunder without the prior written consent of the CITY which may not be unreasonably withheld, conditioned, or delayed.
14. **NONWAIVER.** The CITY's acceptance of rent or failure to complain of any action, non-action or default of LESSEE, whether singular or repetitive, shall not constitute a waiver of any of the CITY's rights. If LESSEE's payment of any sum due the CITY is accompanied by written conditions or is represented by LESSEE to be a settlement or satisfaction of any obligation, the CITY may accept and deposit such moneys without being bound by such conditions or representations unless the CITY expressly agrees in a separate written instrument. The CITY's waiver of any right of the CITY, or any default of the LESSEE shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
15. **ATTORNEY FEES.** If the CITY is required to file suit to collect any amount owed it or obligation required under this Lease, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
16. **ENTIRE AGREEMENT/AMENDMENTS.** This Lease constitutes the entire agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This Lease may only be amended in writing signed by both parties.
17. **SEVERABILITY.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
18. **NOTICES.** Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSEE: _____ For CITY: CITY Clerk, CITY of Wausau, 407 Grant Street, Wausau, WI 54403.

[Signatures Follow]

IN WITNESS WHEREOF, this Agreement is executed to be effective on the ____ day of _____, 2020.

LESSEE

By: _____

Name: _____

Title: _____

CITY

By: _____

Name: _____

Title: _____

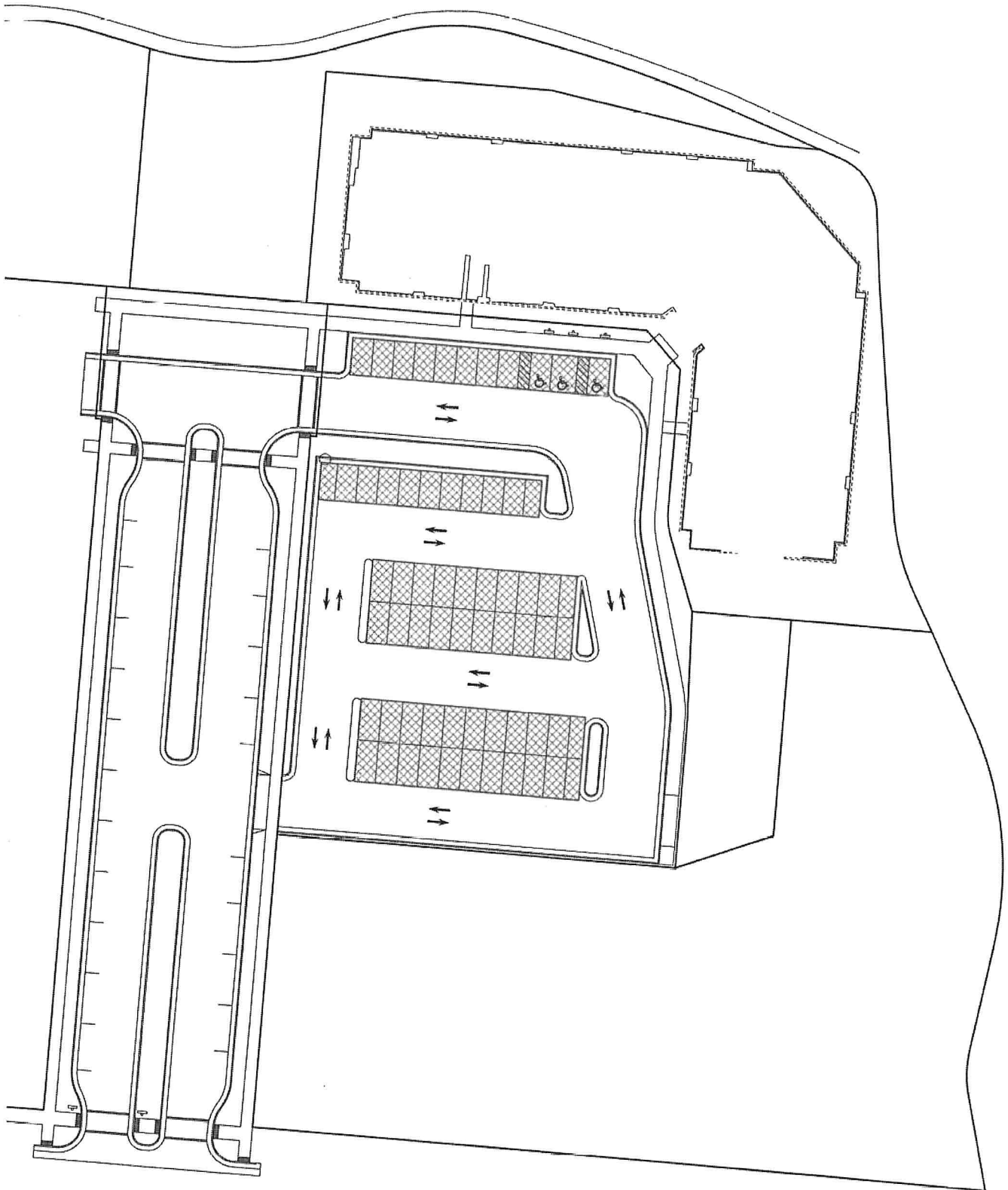
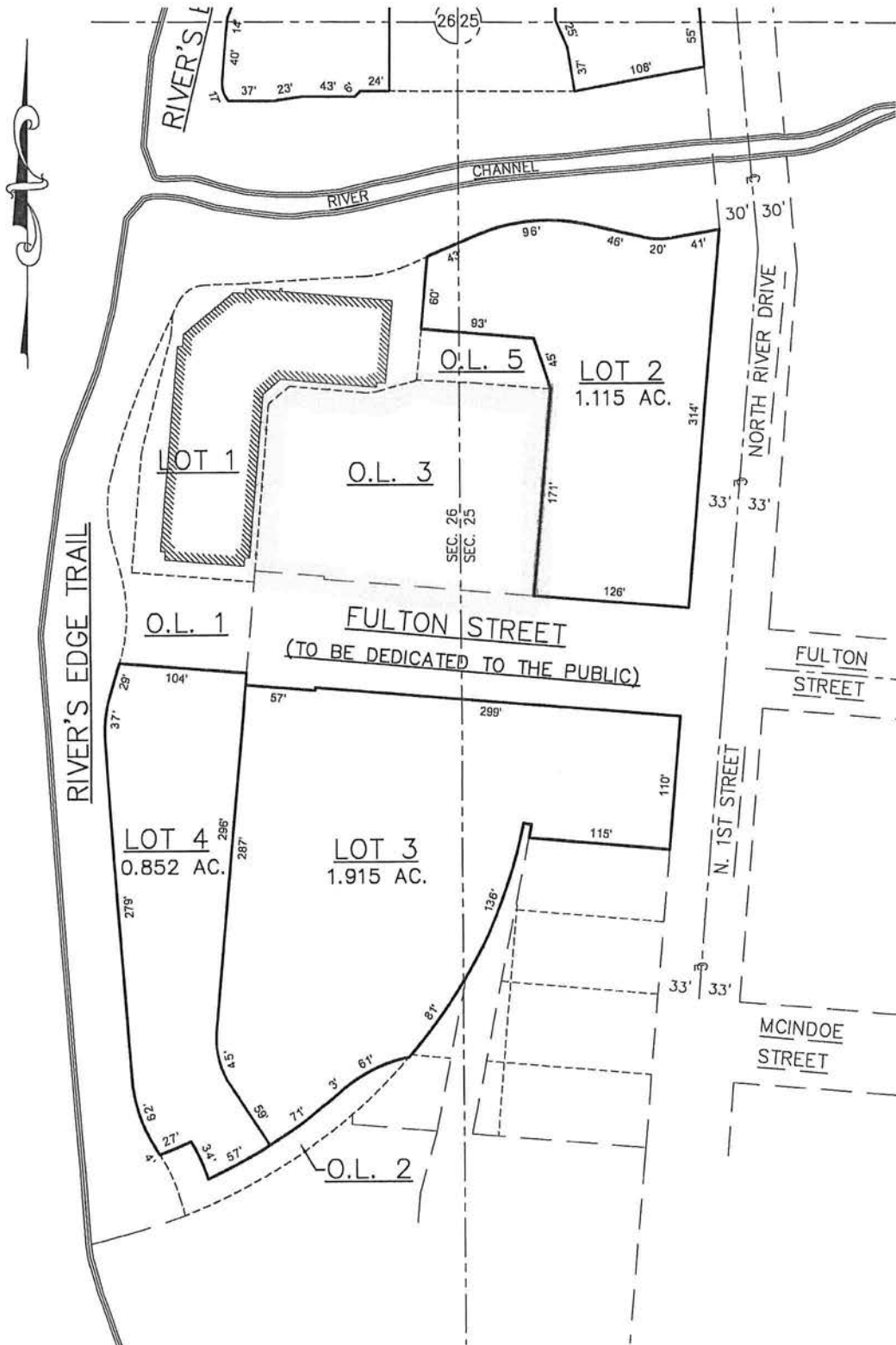


EXHIBIT 1

RIVERFRONT SOUTH

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



SCALE IN FEET
0 25 50 100

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Amendment for storage space for Stone Mill historic saw mill structure with Andy Johnson

Committee Action: Approved 5-0

Fiscal Impact: \$2,200.00

File Number: 12-1017

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: TID DISTRICT</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$2,200.00</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: \$2,200.00</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, an agreement was entered into on January 17, 2013 with Andy Johnson for the storage of the Stone Mill historic saw mill structure which was dismantled and stored on Mr. Johnson's property for a period of up to five years; and

WHEREAS, the City approved an amendment to the agreement extending the term for storage through June 30, 2020; and

WHEREAS, the City does not yet have a location to reconstruct the mill and wishes to extend the time period of the storage agreement from July 1, 2020 to June 30, 2021; and

WHEREAS, your Finance Committee, at their June 23, 2020 meeting, discussed and approved the amendment to extend the period of storage to June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wauau that the proper city officials are hereby authorized to execute an amendment to the original agreement, extending the period of storage to June 30, 2021.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, June 23, 2020 @ 6:00 pm., Council Chambers

Members Present Rasmussen, Martens, Herbst, and Watson, Ryan

Others Present: Groat, Rosenberg, Jacobson, Kremer, Bliven, Klein, Kujawa, Polley, Van Krey,

Discussion and possible action on amendment for storage space of Stone Mill historic saw mill structure with Andy Johnson

Anne Jacobson stated the city has stored the historic sawmill structure at this location for quite some time. She indicated the cost has been \$2,200 annually and is what the city will pay now that the Community Foundation is out of it.

Rasmussen commented it makes sense to preserve this building which appears to figure prominently into the self-riverfront design plan and the renovations that were planned for the Farmers Market.

Motion by Herbst, second by Watson to approve amendment to continue the storage and pay the fee. Motion carried 5-0.

SECOND AMENDMENT TO AGREEMENT FOR STORAGE SPACE

THIS AMENDMENT to the Agreement for Storage Space between the City of Wausau, (“CITY”) and Andy Johnson (LESSOR”), dated January 17, 2013, is hereby made this ____ day of July, 2020.

WITNESSETH:

2. The Lessor hereby grants use of the building for indoor storage to the City for a period through June 30, 2021.

The remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

In the Presence of

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Leslie M. Kremer, Clerk

LESSOR BY:

Andy Johnson

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Restructuring of Police Department Clerical Staffing

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0112

Date Introduced: July 14, 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, on January 28, 2020 the Common Council approved the reclassification of a less-than-full-time Administrative Assistant II position in the Police Department to Administrative Assistant III; and

WHEREAS, on March 30, 2020 an Administrative Assistant III in the Police Department requested and received a voluntary demotion to Administrative Assistant II; and

WHEREAS, after the reclassification the Police Department was authorized for the following staff: 1 Part-time (32 hour) Administrative Assistant III, 1 Full-time Administrative Assistant III, 1 Full-time Administrative Assistant II, 1 Part-time (28 hour) Part-time Administrative Assistant II, 1 Part-time (20 hour) Administrative Assistant II; and

WHEREAS, upon the separation of the Full-time Administrative Assistant II position on March 27, 2020, the Police Department requested to restructure their clerical staff to the following structure: 1 Full-time Administrative Assistant III, 2 Full-time Administrative Assistant II, 1 Part-Time (28 hour) Administrative Assistant II; and,

WHEREAS, this restructuring results in a surplus of 12 hours of administrative work, which will be used to fund the increase in benefit expense and any overtime required due to reduction in staff levels; and;

NOW, THEREFORE BE IT RESOLVED, to reclassify the 32 hour Administrative Assistant III position in the Police Department to Full-time Administrative Assistant II and eliminate the 20 hour Administrative Assistant II position in the Police Department.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: June 8, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Restructuring Police Department Clerical Staffing.

Vanderboom referred to the memo in the packet submitted by the Police Department requesting to change their clerical staffing structure. Vanderboom said that the cost to the City will increase due to changing one position to being eligible for benefits, but because the staffing level will go down by 12 hours per week, it is considered a cost savings.

McElhaney asked the reasoning for the request; Vanderboom recounted the reclassification request from the department and said that this request will undue the reclassification request that was passed and consolidate two of their part-time positions into a full-time position.

Bliven appeared as Vanderboom finished. Vanderboom said that she explained the department would like to reclassify an Administrative Assistant III position to an Administrative Assistant II position, combine two part-time positions into a full-time position, and that the funding would come from not filling a position with the extra 12 hours remaining. Vanderboom said there was some question about undoing the reclassification that was done in the fall and that she explained about the voluntary demotion. Bliven explained that they lost one clerical person, another clerical person wanted full-time so they approved that, and that it would be difficult to find someone who wanted to work 12 hours a week so it was decided to eliminate that position.

Martens asked if the work will be able to get done with the reduction in hours. Bliven said that he talked with Susan Lang and she believes it can be done. Bliven also said that if need be, they could authorize some overtime since they will be saving money.

Motion by Wadinski to approve restructuring the Police Department clerical staff. Second by Herbst. All ayes. Motion passed 5-0.

Human Resource Committee Packet

June 8, 2020

Agenda Item
Discussion and Possible Action Restructuring Police Department Clerical Staffing.
Background
On June 10, 2019 the Human Resources Committee moved to reclassify a 32 hour/week Administrative Assistant II position in the Wausau Police Department to a 32 hour/week Administrative Assistant III position, with a fiscal impact of approximately \$29,500 annually. This brought the Police Department administrative staffing structure to: • 1 Part-Time Administrative Assistant III (32 hours) • 1 Full-Time Administrative Assistant III (underfilled as an Administrative Assistant II) • 1 Full-Time Administrative Assistant II • 1 Part-Time Administrative Assistant II (28 hours) • 1 Part-Time Administrative Assistant II (20 hours) The department has recently experienced a vacancy in the Full-time Administrative II position, and made the following staffing changes: • 1 Full-Time Administrative Assistant III • 1 Part-Time Administrative Assistant III (32 hours, underfilled as an Administrative Assistant II) • 1 Full-Time Administrative Assistant II • 1 Part-Time Administrative Assistant II (28 hours) • 1 Part-Time Administrative Assistant II (20 hours – vacant) The department has requested consolidating the hours available to increase one part-time position to full-time status, and reclassifying the 32 hour position back to an Administrative Assistant II. This results in an increase in benefit costs, which the department proposes to offset by eliminating 12 hours/week at the Administrative Assistant II level. The reclassification would remove the department's ability to promote a part-time Administrative Assistant II to the III level in the future. The requested staffing structure is: • 1 Full-Time Administrative Assistant III • 2 Full-Time Administrative Assistant II • 1 Part-time Administrative Assistant II (28 hours)
Fiscal Impact
None.
Staff Recommendation
Approve staff restructuring as requested.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

April 21, 2020

Re: Police Department Clerical Structure

To: Human Resources Committee

Executive Summary

A 40 hour/week clerical employee recently resigned her position. After evaluating our clerical staffing structure, it is our request to alter our structure to reduce from 5 positions to 4 positions. This will change our structure from 4.0 FTE (with 5 employees) to 3.7 FTE (with 4 employees). The total clerical budget will remain the same.

Current Clerical Staffing Structure

Prior to the resignation of a 40 hour/week clerical employee, our staffing level consisted of the following:

1. One - 32 hour/week Administrative Assistant III employee
2. Two - 40 hour/week Administrative Assistant II employees
 - a. One of these positions is classified as an Administrative Assistant III, but is being filled by a person who is an Administrative Assistant II.
3. One - 28 hour/week Administrative Assistant II employee
4. One - 20 hour/week Administrative Assistant II employee

This structure allowed for 160 hours of clerical work to be completed on a weekly basis with five employees.

Proposed Clerical Staffing Structure

Following is the staffing level we are proposing:

1. One - 40 hour/week Administrative Assistant III employee
2. Two - 40 hour/week Administrative Assistant II employees
3. One - 28 hour/week Administrative Assistant II employee

This structure allows for 148 hours of clerical work to be completed on a weekly basis with four employees. No new employees would be hired under this proposal.

Note: This proposal eliminates the second Administrative Assistant III position and changes the classification of that position to Administrative Assistant II. This leave three Administrative Assistant II employees and one Administrative Assistant III.

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Cost of Proposal

The total change in our clerical budget under this proposal is \$0. Because one employee would be changing from part time to full time, there are additional benefit costs of \$6,446.97. However, because we are reducing the total number of clerical hours by 12 hours per week (624 hours annually), we are reducing the clerical salary budget by \$12,480. We request the difference (\$6,000) be put into our clerical overtime budget.

Thank You,

Benjamin K. Bliven
Chief of Police
Wausau Police Department

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Ratifying the City's DOT Alcohol and Anti-Drug Policy.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0713

Date Introduced: July 14, 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, on December 5, 2016 the Federal Motor Carrier Safety Administration, Department of Transportation amended the Federal Motor Carrier Safety Regulations to establish requirements for the Commercial Driver's License Drug and Alcohol Clearinghouse, a database under the Agency's administration that will contain information about violations of FMCSA's drug and alcohol testing program for the holders of commercial driver's licenses (CDLs); and

WHEREAS, on January 6, 2020 authorized users are required to complete the actions described in the Clearinghouse final rule including conducting both electronic queries and traditional manual inquiries with previous employers; and

WHEREAS, employers are required to query the Clearinghouse for current and prospective employee's drug and alcohol violations before permitting those employees to operate a CMV on public roads; and

WHEREAS, employers are required to annually query the Clearinghouse for each driver they currently employee; and

WHEREAS, Drivers may also view their own records for information recorded on or after January 6, 2020; and,

WHEREAS, on January 6, 2023 employers will no longer be required to also request information from the driver's previous FMCSA-regulated employers under 391.23(e) and an employer's query of the Clearinghouse will satisfy that requirement; and,

WHEREAS, the attached policy codifies the City's compliance with the Clearinghouse final rule;

NOW, THEREFORE BE IT RESOLVED, that the DOT Alcohol and Anti-Drug Policy, a copy of which is attached hereto, are hereby ratified and affirmed and become the action of this Common Council as fully set forth therein.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: June 8, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action updating the City’s DOT Alcohol and Anti-Drug Policy to comply with recent DOT regulations (Clearinghouse).

Vanderboom explained that the DOT updated their regulations that HR staff worked with CVMIC to update the City’s Alcohol and Anti-Drug Policy with the DOT updates. Vanderboom explained that the Clearinghouse is an online database for CDL drivers in which to record positive random drug test results, and that the City is required to run queries on its CDL drivers once a year and enter any positive drug test results that are reported. This repository will be available for all employers to know if an employee or prospective employee has had a positive drug test result with another employer.

Martens asked if anything else had changed with the policy; Vanderboom said no, just the updates to comply with DOT drug testing and utilizing the Clearinghouse. Herbst asked if employees are notified ahead of time about drug tests. Vanderboom explained that employees are not aware of when they will have a random drug test. As for the Clearinghouse, the employee or prospective employee must give consent and create a record in the Clearinghouse. Although enrollment is voluntary, if an employee does not enroll or give consent, they would likely be terminated.

Motion by Martens to approve the updates to the City’s DOT Alcohol and Anti-Drug Policy as presented. Second by Larson. All ayes. Motion passes 5-0.

Human Resource Committee Packet

June 8, 2020

Agenda Item
Discussion and Possible Action Updating the City's DOT Alcohol and Anti-Drug Policy to Comply with Recent DOT Regulations (Clearinghouse).
Background
The Federal Motor Carrier Administration (FMCSA) established the Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse (Clearinghouse). This new database contains information pertaining to violations of the U.S. Department of Transportation (DOT) controlled substances (drug) and alcohol testing program for holders of CDLs. The Clearinghouse rule requires FMCSA-regulated employers, medical review officers (MROs), substance abuse professionals (SAPs), consortia/third party administrators (C/TPAs), and other service agents to report to the Clearinghouse information related to violations of the drug and alcohol regulations in 49 Code of Federal Regulations, Parts 40 and 382 by current and prospective employees. The Clearinghouse final rule requires the following: • Employers must query the Clearinghouse for current and prospective employees' drug and alcohol violations before permitting those employees to operate a commercial motor vehicle (CMV) on public roads. • Employers must annually query the Clearinghouse for each driver they currently employ. The Clearinghouse provides FMCSA and employers the necessary tools to identify drivers who are prohibited from operating a CMV based on DOT drug and alcohol program violations and ensure that such drivers receive the required evaluation and treatment before operating a CMV on public roads. Specifically, information maintained in the Clearinghouse enables employers to identify drivers who commit a drug or alcohol program violation while working for one employer, but who fail to subsequently inform another employer (as required by current regulations). Records of drug and alcohol program violations will remain in the Clearinghouse for five years, or until the driver has completed the return-to-duty process, whichever is later. (From https://www.fmcsa.dot.gov/regulations/commercial-drivers-license-drug-and-alcohol-clearinghouse)
Fiscal Impact
None

Human Resource Committee Packet

June 8, 2020

Staff Recommendation
HR staff, with the assistance of CVMIC, updated the City's policy to reflect the changes necessary to comply with recent regulation changes. I recommend approving the revised policy.
Staff contact: Toni Vanderboom (715-261-6634)



POLICY

DATE: February 28, 2020
TITLE: DOT – Regulated Employee Alcohol Misuse Prevention and Anti-Drug Policy
ISSUER: Human Resources
COVERAGE: All employees
AUTHORITY: Risk Management Committee
DURATION: Indefinite, review in 2022

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I. Purpose

The Federal Motor Carrier Safety Administration (FMCSA) has issued federal regulations (49 CFR Parts 40 and 382) implementing the provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for urine drug testing and breath alcohol testing of employees involved in safety-sensitive functions. The purpose of this policy is to establish an alcohol and controlled substances testing program to help prevent accidents, injuries, and property damage resulting from the misuse of alcohol and the use of controlled substances by drivers of commercial motor vehicles. Consequently, the City of Wausau has established the following alcohol misuse prevention program and anti-drug program as well as subsequent enforcement of violations for its employees conducting safety-sensitive functions.

Program Contact

For additional information or questions, please refer to the Designated Employee Representative (DER); **Human Resources Department, City Hall, (715) 261-6630.**

II. Policy

The City of Wausau recognizes that the use and/or abuse of alcohol or controlled substances by drivers of our commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of the City of Wausau that its drivers should be free of drugs and alcohol at all times while performing any work for the organization, or while on any City of Wausau property. In order to further the goal of obtaining a drug-free and alcohol-free environment, and to be in full compliance with the DOT-regulated testing requirements of 49 CFR Parts 40 and 382, the City of Wausau has implemented a drug and alcohol testing program which is designed to help reduce and prevent vehicle accidents and injuries to the organization's employees and the public, to discourage substance use and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol-related problems.

III. Definitions

For the purposes of this policy, the following definitions will apply:

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

Alcohol Use means the consumption of any beverage, mixture or preparation, including medications, containing alcohol.

Breath Alcohol Technician (BAT) means an individual certified as trained to operate an Evidential Breath Testing Device (EBT) and proficient in breath testing procedures.

Canceled Test means, in controlled substance testing, that a test that has been declared invalid by the MRO. A canceled test is neither positive nor negative.

Collection Site means a place where individuals present themselves for the purpose of providing body fluids or tissue samples to be analyzed for controlled substances, or to provide a breath sample to be analyzed for alcohol concentration.

Commercial Motor Vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport property or passengers if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of the towed unit with a gross vehicle weight of 10,000 pounds; or
2. Has a gross vehicle weight of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers inclusive of the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which requires the vehicle to display a placard.

Controlled Substance under DOT rule means marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP) or other substances later defined by DOT as controlled substances.

Designated Employer Representative (DER) is an individual identified by the employer as able to receive communications and test results from service agents and is authorized to immediately remove employees from safety-sensitive functions and make decisions in the testing and evaluation processes. The DER must be an employee of the City of Wausau.

Evidential Breath Testing Device (EBT) is a device designed to measure alcohol concentration from breath samples which has been approved by the National Highway Traffic Safety Administration.

Laboratory means a laboratory for conducting drug testing that is approved by the Department of Health and Human Services.

Medical Review Officer (MRO) means a licensed doctor of medicine or osteopathy with the knowledge of drug abuse disorders that is retained by the organization to conduct and analyze drug tests in accordance with DOT rules.

Safety-Sensitive Function means the following on duty functions:

1. All time waiting to be dispatched;
2. All time inspecting, servicing or conditioning any commercial motor vehicle;
3. All driving time, i.e. all time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

Performing (a safety-sensitive function) means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform a safety-sensitive function.

Substance Abuse Professional (SAP) is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

IV. POLICY COVERAGE

This policy applies to every employee (“driver”) who performs “safety sensitive functions” in association with the operation of a commercial motor vehicle in commerce in any state, and is subject to the commercial driver’s license requirements of part 383 of this subchapter.

Drivers are also governed by the City of Wausau’s Non-DOT Drug and Alcohol Use Policy. In addition, transit (bus) drivers may be subject to drug and alcohol testing requirements as outlined in 49 CFR Part 655 and their department specific policy.

Condition of Employment

All drivers subject to this policy are required to submit to DOT drug and alcohol testing and therefore, it is a condition of employment.

V. PROHIBITED CONDUCT

Federal Regulations prohibit the City of Wausau’s drivers from engaging in the following conduct:

1. Using or possessing alcohol while on duty. **Note:** Federal regulations include medications containing alcohol in the substances banned from use or possession in the workplace. Therefore, drivers should not report for duty while using or possessing medication if such medication contains any measurable amount of alcohol;
2. Using alcohol within eight (8) hours following an accident, unless the employee has already undergone DOT-regulated post-accident drug and alcohol testing or is not required to undergo post-accident drug or alcohol testing;
3. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater;
4. Consuming any amount of alcohol within four (4) hours before reporting for duty;
5. Using controlled substances while on duty, unless the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle;
6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances or has adulterated or substituted a specimen for controlled substances; or
7. Refusing to submit to any alcohol or drug testing required by this policy.

Refusal to Test

Refusal to test, in addition to #7 above, includes:

- Failing to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so. This includes the failure of an employee to appear for a test when called.
- Failing to remain at the testing site until the testing process is complete (except in a pre-employment testing situation when an applicant leaves the testing site before the testing process commences);
- Failing to provide a urine specimen for any drug test;

- Failing to provide an adequate amount of saliva or breath for any alcohol test;
- Failing to permit a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient amount of urine for the drug test or sufficient breath specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failing or declines to take an additional drug test the employer or collector has directed the driver to take;
- Failing to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the employer associated with a shy bladder or insufficient breath sample. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test;
- Failing to sign the certification at Step 2 of the alcohol testing form;
- Failing to cooperate with any part of the drug and/or alcohol testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- For an observed collection, failing to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observed to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the organization, collector or MRO that he/she has adulterated or substituted the specimen;
- Providing a specimen that the MRO has determined to have been tampered with, verified adulterated or substituted;
- Failing to comply with any follow-up testing plan/criteria.

VI. CONSEQUENCES

Removal from Position

1. Any driver who engages in prohibited conduct, or otherwise violates the DOT/FMCSA regulations will immediately be removed from his/her covered position, including the operation of a commercial motor vehicle and the performance of any safety sensitive duties.
2. The driver shall not return to or assume any DOT covered position with this organization until and unless he/she completes the Substance Abuse Professional evaluation, referral, and education/ treatment process detailed in [Subpart O](#) of 49 CFR Part 40.

3. A driver with an alcohol test result equal to or greater than 0.020 but less than 0.040, will immediately be removed from his/her position for a mandatory period of twenty-four (24) hours. When a reasonable suspicion drug and/or alcohol test cannot be administered and the employee's behavior or appearance suggests alcohol misuse or use of a controlled substance, he/she will immediately be removed from his/her position for a mandatory period of twenty-four (24) hours.

Disciplinary Action

In addition to above, any employee who violates any of the rules set forth in this policy is subject to discipline, up to and including termination.

VII. EFFECTS, SIGNS & SYMPTOMS

Intervention

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. If substance abuse is contributing to an employee's poor performance, ignoring or avoiding it will not help the situation. An employee's use or misuse of alcohol or controlled substances may be the root of the performance problem; however, substance abuse on the part of someone close to the employee also could be the source. Inevitably, the abuse of alcohol or other controlled substances leads to costly and potentially dangerous consequences unless action is taken to confront the issue.

Impact on Health, Work, & Personal Life

The impact of an individual's substance use and/or abuse extends beyond them. Impaired employees endanger themselves, fellow workers, and the general traveling public. Employees with alcohol are less productive and more likely to injure themselves or other persons in an accident. Alcohol abusing employees increase the costs related to lost productivity, absenteeism, loss of trained personnel, theft, and treatment and deterrence programs.

The struggle for answers about alcohol and drug problems can be difficult. Without expert assessment and diagnosis, it can entail an exhausting search without easy resolution. But confidential diagnosis and assistance can be helpful at any point along the continuum, and it is better to seek and get such help sooner rather than later.

VIII. REQUIRED TESTS

Refusal to submit to a required test will result in removal of that driver from his or her assignment(s) which, in turn, may result in discipline up to and including termination. The City of Wausau will test drivers in the following situations:

1. Pre-Employment Testing

Any individual not currently employed by the City of Wausau who is applying for a safety-sensitive position shall be required to undergo pre-employment controlled substance testing after a conditional offer of employment has been extended.

Prior to the first time an existing employee performs safety-sensitive functions for the organization (i.e. new position, promotion, job transfer, etc.); the employee shall be required to undergo testing

for controlled substances. A positive result will result in a disqualification from further consideration for the vacancy or eligibility list. Any applicant or existing employee who refuses to undergo such alcohol or drug testing will be disqualified from further consideration for employment in that safety-sensitive position.

Per §382.701 and effective January 6, 2020, The City of Wausau will obtain driver consent and subsequently conduct a pre-employment full query of the Drug and Alcohol Clearinghouse to obtain information about whether the driver has a verified positive, adulterated, or substituted controlled substances test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a control substance, in violation of §382.213. Please note: The City of Wausau will conduct both electronic queries in the Clearinghouse and manual offline inquiries to previous employers for pre-employment driver investigations.

The City of Wausau will not allow a driver to perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has a verified positive, adulterated, or substituted controlled substance test result; has an alcohol confirmation test with a concentration of 0.04 or higher; has refused to submit to a test in violation of §382.211; or that an employer has reported actual knowledge, as defined at §382.107, that the driver used alcohol on duty in violation of §382.205, used alcohol before duty in violation of §382.207, used alcohol following an accident in violation of §382.209, or used a controlled substance in violation of §382.213, except where a query of the Clearinghouse demonstrates:

- A. That the driver has successfully completed the SAP evaluation, referral, and education/treatment process set forth in part 40, Subpart O, achieves a negative return-to-duty test result; and completes the follow-up tests plan prescribed by the SAP.
- B. That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with §40.307 and specified in the SAP report required by §40.311, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, Subpart O, and achieve a negative return-to-duty test result, and the City of Wausau assumes the responsibility for managing the follow-up testing process associated with the testing violation.

2. Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle, the City of Wausau shall test the driver for alcohol and controlled substances in the following situations:

- A. The accident involves a human fatality, each surviving driver is subject to testing whether they were at fault or not;
- B. The driver has received a citation and the accident involved bodily injury requiring immediate medical attention from the accident scene; and/or
- C. The driver has received a citation and the accident involved disabling damage causing vehicle or vehicles to be towed from the scene of the accident.

Testing Timeframes

The alcohol breath test should be administered within 2 hours, but must be administered no later than 8 hours following the accident, and the drug test must be administered within 32 hours of the

accident. If the alcohol test is not administered within 2 hours of the accident, or a drug test within 32 hours of the accident, the supervisor will complete a report explaining the reasons for the delay in conducting the test.

Driver Obligations

A driver who is subject to post-accident testing shall remain readily available and may not take any action to interfere with the testing or the results of the testing.

The driver shall notify his/her immediate supervisor as soon as possible if they are involved in an accident. After the initial call to the employer, the driver is required to remain in contact with his/her supervisor with any subsequent information pertinent to the accident, including contact by any law enforcement agency, issuance of a citation, etc.

The driver shall allow law enforcement to conduct their investigation. It is possible for a federal, state, or local law enforcement official to direct an employee, who is in the course of conducting the City of Wausau business, to submit to drug and/or alcohol testing. In this case, the employee shall provide the results of that testing to the employer as soon as they become available. These results may be used in lieu of or in addition to post-accident testing outlined in this section.

3. Random Testing

Drivers are subject to unannounced DOT/FMCSA random drug and alcohol testing. Testing percentages are established annually by the FMCSA. The random selection process ensures that each driver has an equal chance of being selected and tested. Some drivers may be tested more than once each year; some may not be tested at all depending on the random selection. However, once a driver has been notified of his/her selection for testing, they must immediately report for testing. Failure to show for a test within a reasonable time from the time of notification or interfering with the testing process is considered a refusal to test. An employee shall only be tested for alcohol during, just before or just after the performance of safety sensitive functions.

4. Reasonable Suspicion Testing

An employee is required to submit to an alcohol or controlled substance test upon a trained (*in accordance with this policy and Section 382.603 requirements*) supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

Under DOT regulations, alcohol testing is only authorized if observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance (during, just before or after the employee has performed safety-sensitive functions). However, the City of Wausau policy requires that reasonable suspicion alcohol testing shall be performed at any time during an employee's work day.

Under DOT regulations, the employee will not be permitted to perform safety sensitive functions until: (1) an alcohol test is administered and the alcohol concentration measures less than 0.02; or (2) 24 hours have elapsed following the determination that there was reasonable suspicion to test

the employee. However, the City of Wausau's policy requires that an employee will not be returned to work until confirmed test results are obtained.

If an alcohol test is not administered within two (2) hours following the reasonable suspicion determination, the supervisor must prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the reasonable suspicion determination, the supervisor must cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test. In addition, the driver will be out of service for 24 hours.

The supervisor who made the observations shall provide a report that contains the observations leading to an alcohol or controlled substances reasonable suspicion test within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

Procedure for reasonable suspicion testing

- A. Upon the employee's removal from the job site, the supervisor should contact the Human Resource Department. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Director of Human Resources as soon thereafter as possible.
- B. The supervisor is to then take the employee or arrange a ride to the collection site for drug and/or alcohol testing. The supervisor must remain at the site until the test is completed. The supervisor may call a cab for transportation.
- C. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor makes the reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor will complete a report explaining the reasons why the test was not conducted.
- D. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may pay for a cab to take the employee home.
- E. The employee is to be advised not to report to work. The City of Wausau will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
- F. The results of the drug and/or alcohol test will be sent directly to the Human Resource Department. When the results are obtained, the employee's supervisor and department head will meet with the Director of Human Resources to determine the appropriate course of action to be taken.
- G. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not

discuss the suspected reason for a referral or termination with anyone who does not need to know.

- H. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the Human Resource Director outlining in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

5. Return-to-Duty/Follow-up Testing

The requirements for return-to-duty testing must be performed in compliance with the Substance Abuse Professional process detailed in Subpart O of 49 CFR Part 40. In summary, the driver shall not return to a driver position, with the City of Wausau unless and until he/she completes all requirements of Subpart O. Once those requirements have been met, the driver must complete and receive negative test results associated with return-to-duty testing. The alcohol test must be .000.

The requirements for follow up testing must be performed in compliance with the Substance Abuse Professional process detailed in Subpart O of 49 CFR Part 40. In summary, once the driver returns to his/her position, they will be subject to a follow up testing plan as prescribed by the Substance Abuse Professional. Follow up testing includes, but is not limited to, a minimum of six unannounced follow up tests in the first twelve months of returning to his/her position. Additional testing may occur for up to forty-eight months following the initial first twelve-month period.

IX. DRUG AND ALCOHOL CLEARINGHOUSE QUERIES

In addition to the required pre-employment Clearinghouse full query, and effective January 6, 2020, the City of Wausau will also conduct a query of the Clearinghouse at least once per year for information for all employees subject to controlled substance and alcohol testing as defined in 49 CFR Part 382 to determine whether information exists in the Clearinghouse about those employees.

To conduct the annual query referenced above, the City of Wausau will obtain the individual driver's consent and may conduct a "limited" query to satisfy the annual query requirement. The limited query will tell the City of Wausau whether there is information about the individual driver in the Clearinghouse but will not release that information to the City of Wausau. The individual driver may give consent to conduct limited queries that is effective for more than one year.

If the limited query shows that information exists in the Clearinghouse about the individual driver, the City of Wausau must conduct a full query, within 24 hours of conducting the limited query. If the City of Wausau fails to conduct a full query within 24 hours, the City of Wausau must not allow the driver to continue to perform any safety-sensitive functions until the City of Wausau conducts the full query and the results confirm that the driver's Clearinghouse record contains no prohibitions as defined §382.701(d).

X. REPORTING TO THE CLEARINGHOUSE

The City of Wausau must report the following information about a driver to the Clearinghouse by the close of the third business day following the date on which they obtained that information:

- (i) An alcohol confirmation test result with an alcohol concentration of 0.04 or greater;

- (ii) A negative return-to-duty test result;
- (iii) A refusal to take an alcohol test pursuant to 49 CFR 40.261;
- (iv) A refusal to test determination made in accordance with 49 CFR 40.191(a)(1) through (4), (a)(6), (a)(8) through (11), or (d)(1), but in the case of a refusal to test under (a)(11), the employer may report only those admissions made to the specimen collector; and
- (v) A report that the driver has successfully completed all follow-up tests as prescribed in the SAP report in accordance with §40.307, 40.309, and 40.311 of the drug and alcohol regulations.

The information required to be reported under section must include, as applicable:

- (i) Reason for the test;
- (ii) Driver's name, date of birth, and CDL number and State of issuance;
- (iii) Employer name, address, and USDOT number;
- (iv) Date of the test;
- (v) Date the result was reported; and
- (vi) Test result. The test result must be one of the following:
 - (A) Negative (only required for return-to-duty tests administered in accordance with §382.309);
 - (B) Positive; or
 - (C) Refusal to take a test.

For each report of a violation of 49 CFR 40.261(a)(1) [refusal to test for alcohol] or 40.191(a)(1) [refusal to test for controlled substances], the employer must report the following information:

- (i) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;
- (ii) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable);
- (iii) Documentation, including, but not limited to, electronic mail or other correspondence, or any affidavit, showing that C/TPA reporting the violation was designated as a service agent for an employer who employs himself/herself as a driver pursuant to §382.705(b)(6) of this section when the reported refusal occurred (if applicable); and
- (iv) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported under §382.705(b)(3).

Employers must report the following violations by the close of the third business day following the date on which the employer obtains actual knowledge, as defined at §382.107, of:

- (i) On-duty alcohol use pursuant to §382.205;
- (ii) Pre-duty alcohol use pursuant to §382.207;
- (iii) Alcohol use following an accident pursuant to §382.209; and
- (iv) Controlled substance use pursuant to §382.213.

For each violation in which the employer obtains actual knowledge, as defined at §382.107, the employer must report the following information:

- (i) Driver's name, date of birth, CDL number and State of issuance;
- (ii) Employer name, address, and USDOT number, if applicable;
- (iii) Date the employer obtained actual knowledge of the violation;
- (iv) Witnesses to the violation, if any, including contact information;
- (v) Description of the violation;
- (vi) Evidence supporting each fact alleged in the description of the violation required under paragraph §382.705(b)(4) of this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and
- (vii) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph §382.705(b)(4) of this section.

Reporting Entities and Circumstances

Reporting entity	When information will be reported to clearinghouse
Prospective/Current Employer of CDL Driver	—An alcohol confirmation test with a concentration of 0.04 or higher. —Refusal to test (alcohol) as specified in 49 CFR 40.261.
	—Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	—Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
	—Negative return-to-duty test results (drug and alcohol testing, as applicable)
	—Completion of follow-up testing.
Service Agent acting on behalf of Current Employer of CDL Driver	—An alcohol confirmation test with a concentration of 0.04 or higher. —Refusal to test (alcohol) as specified in 49 CFR 40.261.
	—Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	—Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.
	—Negative return-to-duty test results (drug and alcohol testing, as applicable)
	—Completion of follow-up testing.

MRO	—Verified positive, adulterated, or substituted drug test result.
	—Refusal to test (drug) requiring a determination by the MRO as specified in 49 CFR 40.191.
SAP	—Identification of driver and date the initial assessment was initiated.
	—Successful completion of treatment and/or education and the determination of eligibility for return-to-duty testing.

XI. DRIVER CONSENT AND ACCESS TO THE CLEARINGHOUSE

The City of Wausau cannot query the Clearinghouse to determine whether a record exists for any particular driver without first obtaining driver consent. The City of Wausau must retain the consent for 3 years from the date of the last query. Written consent for limited queries can be obtained by using the “General Consent for Limited Queries of the FMSCA – Drug and Alcohol Clearinghouse Form” which is attached to this policy.

Before the City of Wausau may access information contained in the driver’s Clearinghouse record, the driver must submit electronic consent through the Clearinghouse granting the City of Wausau access to the following specific records:

- A. A verified positive, adulterated, or substituted controlled substances test result;
- B. An alcohol confirmation test with a concentration of 0.04 or higher;
- C. A refusal to submit to a test in violation of §382.211;
- D. An employer’s report of actual knowledge, as defined at §382.107, of:
 - (i) On duty alcohol use pursuant to §382.205;
 - (ii) Pre-duty alcohol use pursuant to §382.207;
 - (iii) Alcohol use following an accident pursuant to §382.209; and
 - (iv) Controlled substance use pursuant to §382.213;
- E. A SAP report of the successful completion of the return-to-duty process;
- F. A negative return-to-duty test; and
- G. An employer’s report of completion of follow-up testing.

The City of Wausau cannot permit a driver to perform a safety-sensitive function if the driver refuses to grant the consent required by the paragraphs of this section.

A driver granting consent must provide consent electronically to the Agency through the Clearinghouse prior to release of information to an employer in accordance with §382.701(a)(2) or (b)(3).

A driver may review information in the Clearinghouse about himself or herself, except as otherwise restricted by law or regulation. A driver must register with the Clearinghouse before accessing his or her information.

XXI. CLEARINGHOUSE RECORDKEEPING

The City of Wausau must retain for 3 years a record of each query and all information received in response to each query made. As of January 6, 2023, an employer who maintains a valid registration with the Clearinghouse fulfills this requirement.

XIII. SELF ADMISSION

The City of Wausau strives to maintain a safe and drug free work environment. Alcohol and drug use on the job poses a serious threat to the safety of our employees and the general public. However, the organization also understands the addictive nature of alcohol and certain drugs. The organization greatly values and cares about all employees, and will make every effort to assist any employee who comes forward and admits the need for help or treatment. To this end, the City of Wausau has created a qualified self-admission program as detailed in its Non-DOT policy which complies with the DOT regulations by incorporating the following required elements:

- The City of Wausau will not take any adverse action (loss of seniority, position, title, etc.) against any employee who makes a voluntary admission of having an alcohol or drug problem.
- In the event of a voluntary self-admission, the organization is required to remove the employee from performing, and the employee will be prohibited from performing, or continuing to perform, any safety sensitive functions.
- Self-admitting employees will be given the opportunity to seek treatment (at the employee's expense). The organization shall ensure that the employee is provided sufficient opportunity to seek evaluation, education or treatment to establish control over his or her drug or alcohol problem;
- In order to be permitted to resume performing safety sensitive functions for the City of Wausau.
- The organization must be satisfied with and approve the employee's treatment option/program.
- The employee must successfully complete the treatment program, and provide documentation/certification of completion (as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor).

Further, the City of Wausau must ensure that:

- Prior to the employee participating in a safety sensitive function, the employee shall undergo a return-to-duty test (at the employee's expense) with a result indicating an alcohol concentration of less than 0.02; and/or
- A return-to-duty controlled substance (at the employee's expense) test with a verified negative test result for controlled substances use; and
- The organization may incorporate employee monitoring and include non-DOT follow-up testing (at the employee's own expense).

Employees who admit to alcohol misuse or controlled substances use, are subject to the above procedures, but will not be subject to the referral, evaluation and treatment requirements set forth in 49 CFR Part 40, Subpart O, provided that:

- The driver does not self-identify in order to avoid testing under the requirements of this policy;
- The driver does not make the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function (i.e., prior to reporting for duty); and

- The driver does not perform a safety-sensitive function until the City of Wausau is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

XIV. TESTING PROCEDURES

Drug testing establishes the presence of a drug or drugs at or above the minimum cut-off concentration levels. The drugs for which tests are conducted include, but are not limited to, marijuana (THC), cocaine, amphetamines, phencyclidine (PCP), and opioids. The cut-off concentration levels for these substances are consistent with those defined in 49 CFR Part 40.

Alcohol testing determines the presence of alcohol based on alcohol concentration levels. Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. Alcohol use means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

Before the testing process can begin, the employee must present a valid photo ID (such as a driver's license, state issued identification card, employer ID, etc.).

Alcohol Testing

Initial Testing

An alcohol testing form (ATF) is used to document the alcohol testing process. The Breath Alcohol Technician (BAT) will conduct an initial breath test and if the result is 0.020 or greater, a confirmation test is required. The collector completes Step 1 and the employee is required to sign Step 2 in order for the test to proceed. The employee provides an adequate amount of breath so the device can analyze it and provide the result. The BAT and employee observe the test results, which are then recorded on the ATF. If the test result is less than .020, the result is considered negative. The collector completes Step 3 and the collection process is complete. If the initial test result is 0.020 or greater, the employee is required to complete a confirmation test.

Confirmation Testing

A 15-minute wait period will be observed prior to the confirmation test being administered. The wait period allows an opportunity for any accumulation of residual mouth alcohol to dissipate and will prevent an artificially high reading. The confirmation test result is administered following an air blank on the testing device. Once the results are received, they must electronically print on ATF.

Confirmation test result equal to or less than 0.019 is considered negative; no further action is required. Confirmation test result equal to or greater than .020 but less than .040 requires the employee to immediately be removed from his/her position for a minimum of 24 hours or until their next regularly scheduled shift. An alcohol test result equal to or greater than 0.040 is considered a positive test result. The employee is directed to read and sign Step 4; if the employee refuses to sign Step 4, it will have no bearing on the result, but will be documented on the ATF.

The confirmation test results are those the organization will rely on when determining further action, if any.

DOT Drug Testing

The drug testing processes and protocols are compliant with those mandated by 49 CFR Part 40. The collector utilizes a custody and control form to document the collection process. The collector will provide a brief summary regarding the steps to complete the collection process. The driver is provided privacy to provide his/her specimen, immediately returns the specimen to the collector, and observes the temperature along with the collector. The collector splits the specimen into bottles A & B, seals each container and dates the label. The employee initials each label. The paperwork and specimens are sent to a laboratory certified by the U.S. Department of Health and Human Services.

Laboratory

The laboratory is certified by the U.S. Department of Health and Human Services and utilizes approved techniques and equipment to analyze the specimen. The laboratory conducts validity testing to determine if the specimen is consistent with normal human urine and to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. Drug testing establishes the presence of a drug or drugs at or above the minimum cut-off concentration levels.

For initial drug testing, an immunoassay technique is used. If the presence of drugs is detected at or above the minimum cut-off concentration levels, a confirmation test is required. For confirmation testing, a second analytical procedure is conducted by gas chromatography/ mass spectrometry (GC/MS) technology. The procedure is used to further support a validity test result and/or identify and quantify the presence of a specific drug or drug metabolite at or above the minimum thresholds.

All test results are reported to the Medical Review Officer.

Medical Review Officer (MRO)

The MRO serves as an independent, impartial gatekeeper regarding the accuracy and integrity of the drug testing program. As a safeguard to quality and accuracy, the MRO reviews each test for accuracy.

When the laboratory reports non-negative results (i.e., confirmed positive, adulterated, substituted, or invalid drug test result), the MRO conducts a verification process with the employee. During this process, he/she will obtain information to determine if an alternative medical explanation for the test result exists.

If the MRO determines that a legitimate medical use exists, the drug test result is reported as negative to the employer. However, even if there is a legitimate medical explanation and verifies a test negative, the MRO has a responsibility to raise fitness-for-duty considerations with the employer.

When no legitimate medical reason is established, the MRO will report the applicable result to the employer.

XV. CONTROLLED SUBSTANCES/ OTC/ PRESCRIPTION MEDICATIONS

Before performing any work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug (to include the use of CBD Oils), or any non-prescription (over-the-counter) drug especially if it contains any measurable amount of alcohol or if it

carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of the City of Wausau, vehicle and other equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol or any substance which would cause a positive test while on duty or who tests positive for alcohol or controlled substance(s) will be removed from his or her position, and subject to the provisions of this policy, even though the reason for the positive test is the fact that the employee's prescription medication contains alcohol or a controlled substance.

A legally prescribed drug is one in which the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing the City of Wausau's business or on City of Wausau's property is prohibited by this policy.

Special Note for Rx Opioids:

Historically, the DOT's regulation required the MRO to report your medication use/medical information to a third party (e.g. your employer, health care provider responsible for your medical qualifications, etc.), if the MRO determines in his/her reasonable medical judgement that you may be medically unqualified according to DOT Agency regulations, or if your continued performance is likely to pose a significant safety risk. The MRO may report this information even if the MRO verifies your drug test result as 'negative'.

As of **January 1, 2018**, prior to the MRO reporting your information to a third party you will have up to five days to ensure your prescribing physician contacts the MRO. Under DOT rule, **the driver is responsible for facilitating the contact between the MRO and the prescribing physician**. The prescribing physician should be willing to state to the MRO that you can safely perform your safety-sensitive functions while taking the medication(s), or consider changing your medication to one that does not make you "medically unqualified" and/or does not pose a significant safety risk.

If the MRO and prescribing physician cannot agree on a resolution regarding the prescription and conclude the driver must remain "medically unqualified" the City of Wausau will either place the driver on administrative leave, offer modified duty, not to include performance of any safety sensitive functions, and/or evaluate if the driver qualifies under FMLA as appropriate. During this time, as the driver is unable to perform safety sensitive functions and likely unable to perform all the essential functions of their job, an ADA interactive process may begin, as required, to help determine reasonable accommodations (if any) for the driver.

XVI. CONFIDENTIALITY OF RECORDS

Procedures used for drug and alcohol testing follow the requirements of 49 CFR Part 40 to protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver. The City of Wausau will strictly adhere to all standards of confidentiality to ensure drivers testing records and results will be released only to those authorized by the FMCSA rules to receive such information.

XVII. EMPLOYEE EDUCATION

As required by Federal Regulations, supervisors of CDL holders will be required to attend two hours of drug and alcohol education. One hour will cover alcohol misuse and the other hour will cover controlled substances use. The training shall cover the physical, behavioral, speech, and work performance indicators of probable alcohol misuse and use of controlled substances. Documentation of this training will be maintained by Human Resources and will be available for review.

For regulated employees who possess a CDL, the City of Wausau will also provide each employee with a copy of this policy relating to drug and alcohol use. This policy provides basic information concerning the effects of alcohol and controlled substances use on a person's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management (see below).

XVIII. CERTIFICATE OF RECEIPT

The City of Wausau shall ensure that each driver is required to sign a statement certifying that he or she has received a copy of this policy and materials. The organization shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver.

XIV. AFFECTS OF ALCOHOL AND DRUGS ON THE BODY

ALCOHOL

A central nervous system depressant, alcohol is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse.

How Much is Too Much?

Consider that a 12-ounce beer, a 5-ounce glass of wine, and a 1.5 ounce shot of liquor contain about the same amount of alcohol. For the average to larger person (170#) and petite to small person (125#) the following approximate BACs can be expected:

	<u>170# person</u>	<u>125# person</u>
1 drink in 1 hour	.015%	.025%
2 drinks in 1 hour	.04%	.075%
7 drinks in 1 hour	.10%	.175%

The Removal of Alcohol From The Body

- ▲ Blood alcohol concentrations in the average person usually decrease at the rate of .012 to .02% per hour

- ▲ For a given person, the rate of elimination is nearly constant regardless of the % of alcohol in the body
- ▲ Coffee, cold showers, and exercise do not quicken sobriety.

To demonstrate this, here is a chart that shows what happens when a person goes to bed intoxicated with a blood alcohol level of .250

<u>Time</u>	<u>Activity</u>	<u>Blood Alcohol</u>
1:00 AM	Goes to Bed	.250
5:00 AM	Get Up for Work	.190
7:00 AM	Reports for Work	.160
8:00 AM	Still Legally Intoxicated	.145
9:00 AM	Driving Erratically	.140
11:00 AM	Still Legally Intoxicated – car	.100
3:00 PM	Quitting Time – Still Intoxicated CDL	.040

Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and cause permanent brain damage. On the average, heavy drinkers shorten their life span by about 10 years.

Other Effects:

- * greatly impaired driving ability
- * reduced coordination and reflex action
- * impaired vision and judgment
- * impaired vision and judgment
- * inability to divide attention
- * overindulgence (hangover) can cause
- * headaches/unclear thinking
- * nausea/unsettled digestion
- * dehydration/aching muscles

1. MARIJUANA

Marijuana is also called grass, pot, weed, Mary Jane, herb joint, reefer, among other street names. Marijuana may impair or reduce short-term memory and comprehension, alter sense of time, and reduce ability to perform tasks requiring concentrations and coordination, such as driving.

NOTE: While alcohol dissipates in a matter of hours, marijuana stays in the body for four weeks or more!

Other Effects:

- ▲ driving impaired for at least 4-6 hours after smoking 1 joint
- ▲ restlessness, inability to concentrate
- ▲ increased pulse rate and blood pressure
- ▲ altered sense of identity
- ▲ impaired memory, dulling of attention
- ▲ hallucinations, fantasies and paranoia
- ▲ reduction or temporary loss of fertility

2. COCAINE

Cocaine is a stimulant drug, which increases heart rate and blood pressure. As a powder, it is inhaled, ingested, or injected. It is often called “coke” snow, blow, nose candy, and white. Cocaine is also used as a free-base cocaine known as crack or rock, which is smoked.

The most dangerous effects of crack is that it can cause vomiting, rapid heart rate, tremors, and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heart beat are depressed – leading to death.

Other Effects:

- ▲ a rush of pleasurable sensation
- ▲ heightened, but momentary feeling of confidence, strength and endurance
- ▲ paranoia, mood swings, anxiety
- ▲ irritation of the nostrils and nasal membrane
- ▲ reduced sense of humor
- ▲ compulsive behavior such as teeth grinding or repeated hand washing

3. AMPHETAMINES:

Amphetamines can cause increased heart and respiratory rates, and promote a feeling of alertness and an increase in speech and general physical activity. It is often called speed, uppers, pep pills, black beauties, bennies and hearts.

NOTE: People with a history of sustained low-dose use often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the “down” mood or crash they experience when the ‘high’ wears off.

Even small infrequent doses can produce toxic effects in some people. Restlessness, anxiety, moody swings, panic, heart beat disturbances, paranoid thoughts, hallucinations, convulsions, and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent doses can produce brain damage resulting in speech disturbances.

Other Effects:

- * loss of appetite
- * exaggerated reflexes
- * distorted thinking
- * irritability, anxiety, apprehension
- * increased heart rate
- * short term insomnia
- * difficulty focusing eyes
- * increased blood pressure
- * perspiration, headaches, dizziness

4. OPIOIDS

Opioids, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Common street names include, "junk", "smack", "brown sugar", "Harry" or "big H".

NOTE: Heroin accounts for 90% of the narcotic abuse in this country.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription.

Other Effects:

- * short-lived state of euphoria
- * impaired driving ability
- * drowsiness followed by sleep
- * constipation
- * decreased physical activity
- * reduced vision
- * change in sleep habits
- * possible death

5. PHENCYCLIDINE (PCP):

Also called angel dust, rocket fuel, super kools, and killer weed, it was developed as a surgical anesthetic in the late 50's. Later, due to unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

NOTE: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic behavior produced by the drug than from the drug's direct effect on the body.

PCP scrambles the brain/s internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult.

Other Effects:

- * impaired driving ability
- * perspiration
- * Incomplete verbal responses
- * drowsiness
- * repetitive speech patterns
- * blank stare

* thick, slurred speech

* involuntary eye movement

Additional information about the City of Wausau's Drug & Alcohol Program is available from:

Designated Employer Representative (DER):

Name: **Human Resources Department** Phone: **(715) 261-6630**

EMPLOYEE ACKNOWLEDGEMENT FORM

Detach and return this page to the City of Wausau's Designated Employee Representative, safety Manager or other identified the City of Wausau manager.

I acknowledge that I have received the City of Wausau's Drug and Alcohol Testing Policy and that this policy has been reviewed with me in a training session conducted by the City of Wausau. I understand that the terms described in this policy may be altered, amended, or changed by the City of Wausau, at any time or in order to comply with changes or revisions to federal law, with or without prior notice.

PRINTED NAME _____

SIGNATURE _____

DATE _____

GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)

Drug and Alcohol Clearinghouse

I, _____, hereby provide consent to the City of Wausau to conduct annual limited queries of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse, for the duration of my employment with the City of Wausau.

I understand that if the limited query conducted by the City of Wausau indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the City of Wausau without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the City of Wausau to conduct a limited query of the Clearinghouse, the City of Wausau must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Employee Signature

Date

CITY OF WAUSAU'S LIST OF APPROVED TREATMENT PROGRAM OPTIONS

1. Ascension Employee Assistance Program, (800)540-3758

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

RESOLUTION OF THE PLAN COMMISSION

Approving a conditional use at 200 Park Avenue to allow for community gardens, in a UMU, Urban Mixed-Use Zoning District.

Committee Action: Approved 5-0

Fiscal Impact: None.

File Number: 20-0704

Date Introduced: July 14, 2020

WHEREAS, on May 27, 2020, the Plan Commission held a public hearing and met again on June 16, 2020 to consider a request from REI Engineering and Primary Connection Health Care for a conditional use at 200 Park Avenue to allow for community gardens; and

WHEREAS, the proposed community gardens are not expected to place any significant burden on existing infrastructure, utilities or nearby properties; and

WHEREAS, community garden are an appropriate use in a deindustrializing urban area and can complement existing and potential land uses in this context, now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves a conditional use at 200 Park Avenue to allow for community gardens in a UMU, Urban Mixed Use Zoning District, as presented.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, May 27, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman (arrived via WebEx at 5:10 p.m.)

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Tom Radenz, Gregg Schield, Jim Force, John Andrus, Krysta Salas, Barbara Force, Kurt Schubring, DeAnn Schubring, David Burke, Isaac Schield, Greg Zoromski

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

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

PUBLIC HEARING: Discussion and possible action on approving a conditional use at 200 Park Avenue to allow for community gardens in a UMU, Urban Mixed-Use Zoning District.

Tom Radenz, 4080 North 20th Avenue, said that this is part of the expansion at Bridge Community Clinic and the gardens would replace others in the area. The existing gardens will be moved over one block and there will be a total of 20 gardens.

Mayor Rosenberg closed the public hearing.

Neal motioned to approve the conditional use at 200 Park Avenue to allow for community gardens in a UMU, Urban Mixed-Use Zoning District. Peckham seconded.

Bohlken said that there is a grant that is being used to fund the project. It is a terrific project and will be great asset to the community.

Peckham said that it is stated that there is not an accessory building, but a shed would be on the property. Radenz said that the shed will not have a fixed foundation.

The motion carried unanimously 5-0. This item will go to Plan Commission on June 16, 2020.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 16, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Craig Lang

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

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

Discussion and possible action on approving a conditional use at 200 Park Avenue to allow for community gardens, in a UMU, Urban Mixed-Use Zoning District.

Neal motioned to approve a conditional use at 200 Park Avenue to allow for community gardens, in a UMU, Urban Mixed-Use Zoning District. Brueggeman seconded.

Sippel said that this is the first conditional use application under the new zoning code and was first brought to the commission last month. The new ordinance requires that the Plan Commission meet for the item two times. The recommended finding and motion are included in the staff report. Staff recommends approval as proposed. The motion carried unanimously 6-0. It will go to Common Council on July 14, 2020.



Memorandum

From: Brad Sippel, Assistant Planner
715-261-6686
Bradley.sippel@ci.wausau.wi.us
To: Plan Commission
Date: June 10, 2020
Subject: 200 Park Avenue Conditional Use Application - Report of Preliminary
Recommended Findings

Request Summary

REI has applied for a conditional use for community gardens at 200 Park Avenue in the Urban Mixed Use (UMU) zoning district on behalf of Primary Connection Health Care. Community gardens are permitted as a conditional use in the UMU district. The property is located at the northeast corner of Park Avenue and Second Street. The community garden use already exists in the vicinity of the property, and will be moved to the subject property if the conditional use is granted.



2016 Aerial Photo, City of Wausau GIS



2016 Pictometry, City of Wausau GIS

Prior Action

The Plan Commission held a public hearing on May 27 to hear testimony from the public related to the proposed conditional use. The applicant presented the proposal and Plan Commissioners asked questions of the applicant. There was no additional *substantial evidence* presented at the public hearing.

Staff Analysis

The initial staff analysis was presented at the public hearing. No additional *substantial evidence* has been presented since the public hearing. When deciding on a proposed conditional use permit the Plan Commission must consider whether the conditional use:

- Is in harmony with the Comprehensive Plan
- Would result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare.
- Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- Is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public or private agencies serving the subject property.
- The potential public benefits outweigh any potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

Staff review of the application indicates that the proposed community gardens are not expected to place any significant burden on existing infrastructure, utilities, or nearby properties. Community gardens generally have positive social, environmental, and economic impacts in

urban areas. They promote the practice of urban agriculture and can provide an opportunity for residents and users to become more connected with the neighborhood and the environment, provide healthy food options, support local food systems, and provide gardening space for people without lots suitable to private gardens. Community gardens are an appropriate use in a deindustrializing urban area, and can complement existing and potential land uses in this context. According to the United States Department of Agriculture Food Access Research Atlas¹, the property is located in a low-income and low-access census tract (commonly used as indicators of a food desert) where healthy food is less accessible to residents. The scale of the proposed community garden appears to be harmonious with the surrounding low/medium-density, mixed-use neighborhood.

Recommended Findings

Based on information provided by the applicant and any *substantial evidence*, the following findings are recommended by staff.

- The proposed use of a community garden is in harmony with the City of Wausau Comprehensive Plan.
- The proposed use would complement existing and potential future uses in the area, and would not result in a substantial or undue adverse impact upon nearby property or the public health, safety, and general welfare.
- The proposed use maintains the desired consistency of land uses, intensities and impacts as related to the environs of the subject property.
- The proposed use is located in an area served by and will not impose an undue burden on public or private utilities, facilities, improvements, or services.
- The potential public benefits outweigh any potential adverse impacts of the use as proposed.
- No additional conditions are necessary to ameliorate potential negative impacts of the proposed use.

Recommended Motion

To approve the conditional use of community gardens at 200 Park Avenue as proposed.

¹ United States Department of Agriculture, Economic Research Service. *Food Research Atlas*. <https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx>. Accessed June 10, 2020.



Memorandum

From: Brad Sippel, Assistant Planner
715-261-6686
Bradley.sippel@ci.wausau.wi.us
To: Plan Commission
Date: March 12, 2020
Subject: 200 Park Avenue Conditional Use Application

REI has applied for a conditional use for community gardens at 200 Park Avenue in the Urban Mixed Use (UMU) zoning district on behalf of Primary Connection Health Care. Community gardens are permitted as a conditional use in the UMU district. The property is located at the northeast corner of Park Avenue and Second Street.



2016 Aerial Photo, City of Wausau GIS



2016 Pictometry, City of Wausau GIS

The purpose of this meeting is to hold a public hearing and hear testimony regarding the CU request. The new City of Wausau zoning code that went into effect on January 1, 2020 changed the procedures for conditional uses to bring them in line with state legislation and case law. The new procedure requires two Plan Commission meetings to approve or deny a conditional use, and the final decision to approve, approve with modifications or conditions, or deny the application is made by the Plan Commission

The full procedures for conditional use applications are found in Chapter 23 Article X, Section 23.10.32 of the *City of Wausau Municipal Code*. This first Plan Commission meeting is to hold a public hearing and hear testimony of any *substantial evidence* related to the conditional use request. “*Substantial evidence* means facts and information, other than personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion” (W.M.C. § 23.10.32). The Plan Commission may request further information or additional reports from the applicant, staff, or other sources.

Following the public hearing staff will compile a report of the preliminary recommended findings that includes the substantial evidence presented at the public hearing, recommended findings, and a recommended motion to approve the original proposal, approve with modifications or conditions, or deny the conditional use application. The Plan Commission will discuss the report and any conditions or changes with the applicant at a subsequent meeting.

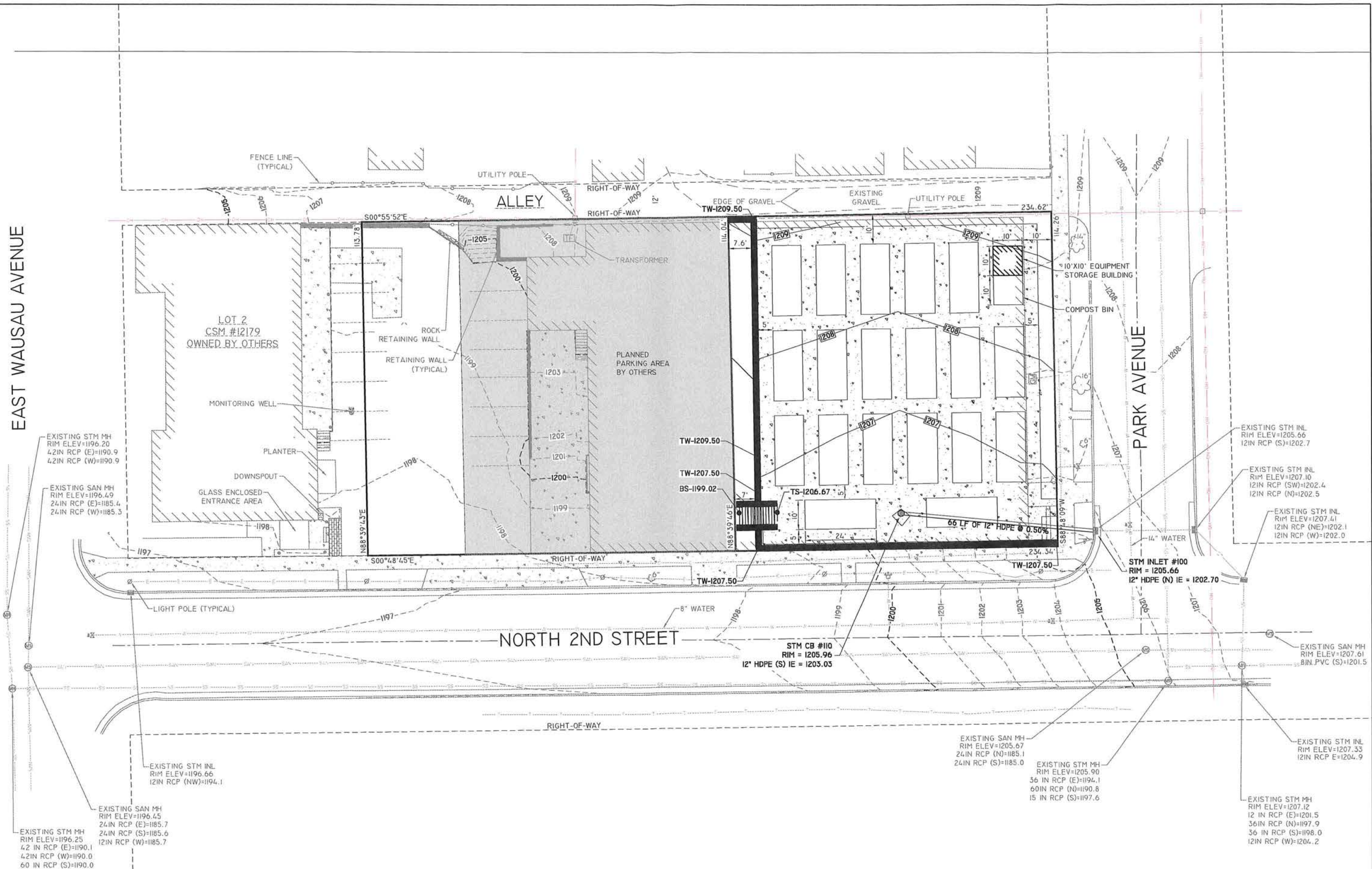
When deciding on a proposed conditional use permit the Plan Commission must consider whether the conditional use:

- Is in harmony with the Comprehensive Plan
- Would result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare.

- Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- Is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public or private agencies serving the subject property.
- The potential public benefits outweigh any potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

Staff review of the application indicates that the proposed community gardens are not expected to place any significant burden on existing infrastructure, utilities, or nearby properties. Community gardens are an appropriate use in a deindustrializing urban area, and can complement existing and potential land uses in this context. The preliminary report of recommended findings will include any additional substantial evidence related to these criteria at the subsequent meeting.

EAST WAUSAU AVENUE

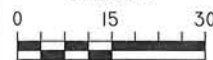


REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

**REI**

**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

SCALE



DATE	REVISION	BY	CHK'D	DESIGNED BY:	CHECKED BY: JWP
				SURVEYED BY: JJM, BDE	APPROVED BY: JWP
				DRAWN BY: NAP	DATE: 11/06/2019

CONCEPT GRADING
BRIDGE CLINIC GARDENS
NORTH 2ND STREET
WAUSAU, WISCONSIN



REI No. 2348A
SHEET PIPES



February 11, 2020

City of Wausau
Attn: Bill Hebert
407 Grant Street
Wausau, WI 54403



Subject:

Bridge Community Health Clinic Gardens
Landowner: Primary Connection Health Care, Inc.
Conditional Use Request
Northeast Quadrant of N 2nd Street & Park Avenue

Dear Mr. Hebert:

REI is submitting the enclosed materials on behalf of Primary Connection Health Care, Inc. to obtain a Conditional Use approval to construct community gardens at the northeast quadrant of N 2nd Street and Park Avenue. We are requesting that this request be included on the March 17, 2020 Planning Commission meeting and the March 24 City Council meeting for review and approval.

The subject parcel is zoned Urban Mixed Use in which "Community Gardens" is a conditional use. The project will include demolition of an existing building and construction of twenty raised gardens, each measuring 10'x24'. There will not be any accessory buildings constructed on the site.

Section 23.03.26 of the City zoning ordinance lists the regulations of community gardens. The proposed project meets those requirements with the following exception:

23.03.26(6)(a) All garden areas, signs, and structures shall be located a minimum of 10 feet from the lot line;

A retaining wall is proposed to be located on the west and north sides of the site. The wall will be installed at the west lot line with two gardens being offset 7' from the property line. Along the north line, retaining wall is planned to be 7' off the line, with a stairway extending to within 7" of the north line.

The need for retaining wall is a result of a significant grade drop from south to north across the site. The retaining wall along the west and north sides of the site will have a maximum height of approximately 9.5'. A stairway will be constructed at the northwest corner of the site to connect the gardens to a planned adjacent off-street parking lot to the north on City-owned land. The garden site will also be accessible at-grade along Park Street to the south, and a public alley to the east.



RESPONSIVE. EFFICIENT. INNOVATIVE.

4080 N. 20th Avenue Wausau, WI 54401
715-675-9784 REIengineering.com

City of Wausau
Attn: Bill Hebert
February 11, 2020

The mission of the gardens is to increase awareness of good health and nutrition through growing one's own food while demonstrating sustainable gardening practices and strengthening neighborhood participation. The operation of the gardens will be under the direct supervision of Bridge Community Health Clinic like other area gardens operated by Bridge Community Health Clinic in the community. The success and treatment of each individual garden is the responsibility of each user. A compost bin is available for the disposal of excess vegetative materials and a small 10' x 10' shed is available for the tools necessary to work each garden. Parking for the gardens will be accommodated within the proposed adjacent (northside) City owned parking lot and N. 2nd Street. Several hose bibs will be available throughout the site for use in watering the gardens.

We have enclosed the following materials for your use and review:

- Zoning Map Exhibit
- Civil Concept Grading Plan
- \$400 check for Conditional Use Permit Application fee

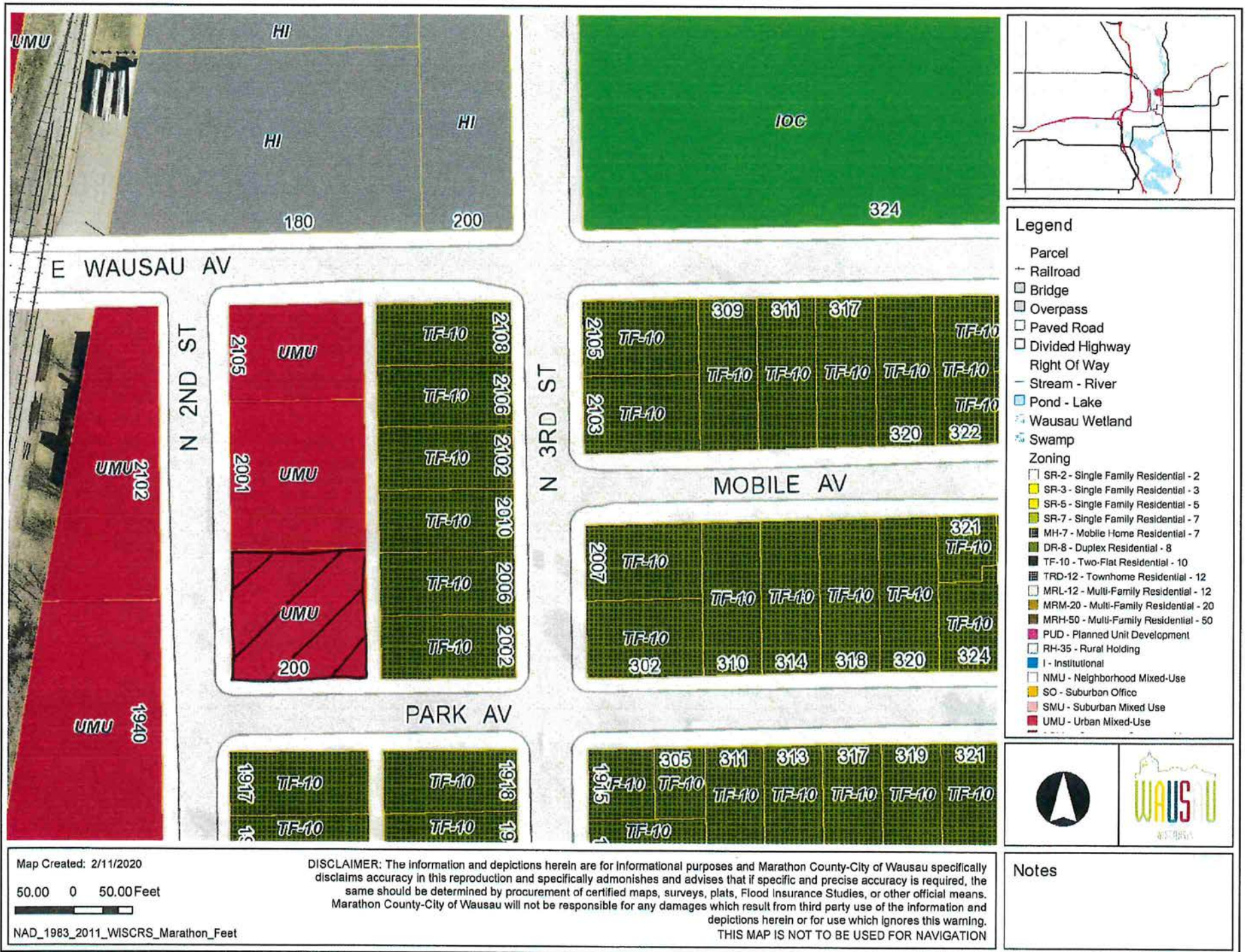
Thank you in advance for your assistance with this matter.

Sincerely,
REI Engineering, Inc.

Tom Radenz

Tom Radenz, PLS
Vice President/Senior Consultant

Enclosures



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

RESOLUTION OF COMMON COUNCIL

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

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0310

Date Introduced: July 14, 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, on the 18th day of March, 2020, Wausau Mayor Mielke proclaimed a State of Emergency pursuant to Wis. Stat. §§323.11 and 323.14(4)(b) (“Proclamation”); and

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

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

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

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

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

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

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

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

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

WHEREAS, on May 13, 2020, the Wisconsin Supreme Court overturned Wisconsin’s Safer at Home order (Ever’s Emergency Order #12); and

WHEREAS, the City of Wausau’s State of Emergency Proclamation expired on May 11, 2020; and

WHEREAS, health authorities including the Centers for Disease Control and Prevention, Wisconsin Department of Health Services, and Marathon County Health Department continue to consider COVID-19 a health crisis requiring a serious response; and

WHEREAS, the removal of the State’s Safer at Home Order and the expiration of the City’s Declaration of Emergency require modifications to be made to the Revised Policy. The undersigned hereby declares that the Revised Policy is modified and superseded by the attached revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

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

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: June 8, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action on the City’s Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

Vanderboom said that the policy has been revised three times as new information has come up and that the revisions could be done without approval from the Committee, but since the Safer at Home Order expired, she wanted to go through the formal approval process with the Committee. Revisions in this version include removing all references to Safer at Home and recommending that employees following WI Health Department and CDC guidelines for travel.

Motion by Herbst to accept the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus). Second by Larson. All ayes. Motion passed 5-0.

Human Resource Committee Packet

June 8, 2020

Agenda Item
Discussion and Possible Action on the City's Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).
Background
The City of Wausau has approved a Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) and also approved one update of this policy to date. The current update includes revisions pertinent to the current situation, including: • Updates post-travel instructions according to CDC and DHS recommendations • Updates the City's instructions governing Alternate Work Situations • Removes references to Safer at Home
Fiscal Impact
None.
Staff Recommendation
Recommend approving the policy as revised.
Staff contact: Toni Vanderboom (715-261-6634)

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

Effective: March 18, 2020

Revised: ~~March 31, 2020~~ June 1, 2020

BACKGROUND

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

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

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

The City of Wausau ~~continues 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 continue to update this policy as needed.

COVID-19 SYMPTOMS

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

- Cough
- Shortness of breath or difficulty breathing
- Fever
- Chills
- Muscle pain
- Sore throat
- New loss of taste or smell²

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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.~~ If you think you may have been exposed to COVID-19, contact your healthcare provider and track your symptoms. Seek Emergency Medical attention if you have trouble breathing, a persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, or if you have bluish lips or face. (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.^{2,3}

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.

- o Avoid close contact. Whenever possible, maintain 6 feet distance between yourself and others. Do not gather in groups and stay out of crowded places.
- o Cover your mouth and nose with a cloth face cover when you are around others, unless you have an underlying condition which prevents the wearing a face cover.
- o 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~~until you meet the recommended guidelines (https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fprevent-getting-sick%2Fwhen-its-safe.html). ~~– (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.
- o 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>
- o For more information, visit the CDC website at <https://www.cdc.gov/coronavirus>

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The virus is thought to spread mainly from person-to-person. However, as a prevention technique, the CDC recommends that individuals perform routine environmental cleaning. Guidance on cleaning protocols can be found at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>.

- ~~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~~

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

The City of Wausau also issued the following guidance in response to the Safer at Home order to support the health of both employees and residents:

- Employees shall wherever possible suspend any non-essential meetings, or replace in-person meetings with virtual meetings.

- Whenever possible, ridership in City vehicles (excepting transit) shall be limited to one person. This may require temporary reassignment of City vehicles.
- All City equipment and work places shall be sanitized by the operator/employee at the start of each shift.
- Lunch or break room access is restricted to food storage and food prep wherever possible. If not possible, the space shall be sanitized frequently and employees must practice appropriate social distancing protocol.

GOVERNOR'S STAY AT HOME ORDER CONTINUITY OF OPERATIONS

~~On Tuesday, March 24, 2020 Governor Evers issued a Safer at Home order, to be effective from March 25, 2020 until Friday, April 24, 2020. Under this order, individuals are ordered to stay at home or place of residence, although individuals may leave their home or residence to perform essential activities of daily living. The order goes on to state that individuals may leave their homes or residences to perform essential government functions.~~

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

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

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

~~The City of Wausau also issued the following guidance in response to the Safer at Home order:~~

- ~~Employees shall suspend any non-essential meetings, or replace with virtual meetings.~~

- ~~• Whenever possible, ridership in City vehicles (excepting transit) shall be limited to one person. This may require temporary reassignment of City vehicles.~~
- ~~• All City equipment and work places shall be sanitized by the operator/employee at the start of each shift.~~
- ~~• Lunch or break room access is restricted to food storage and food prep wherever possible. If not possible, the space shall be sanitized frequently and employees must practice appropriate social distancing protocol.~~

TELECOMMUTING

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

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

ALTERNATE WORK ARRANGEMENTS

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

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

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

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

TRAVEL RESTRICTIONS AND POST-TRAVEL QUARANTINE

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

The CDC has issued travel guidelines and recommendations regarding travel on their website at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html> and the Wisconsin Department of Health Services has travel guidelines and recommendations available at dhs.wisconsin.gov/covid-19/travel.htm. The City of Wausau is requiring employees follow CDC, Wisconsin Health Department, and Marathon County Health Department recommended guidelines for quarantine after travel. As of May 26, 2020 the CDC is advising individuals to stay home and monitor their health for 14 days upon return from any international travel and the Wisconsin Department of Health Services is asking individuals to monitor for symptoms for 14 days after domestic travel. In other words, if you travel to an area where 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. Effective April 1, 2020, an employee subject to quarantine after travel may be eligible for protection and pay under the Families First Coronavirus Response Act.

EXCLUSION FROM EMPLOYMENT

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

- they are experiencing symptoms similar to or been diagnosed with COVID-19. ~~The City of Wausau may also exclude employees from employment if~~
- they are subject to a quarantine order by a local, state or federal health official
- they are identified by a Health Department as having been in "close contact" with someone who has been diagnosed with COVID-19.

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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 ~~one of the following conditions is met~~ the conditions or either the test-based or symptom-based strategy have been met. ÷

- ~~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.~~
- ~~A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.~~

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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, and may be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave. An

employee's Perfect Attendance Leave eligibility will not be affected by use of sick leave arising from an exclusion from work.

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. Please see the policy below for information on the Emergency Paid Sick Leave benefit under the FFRCA and the Emergency Responder Paid Sick Leave benefit.

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

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

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

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

VACATION: The City has temporarily suspended vacation maximum accrual limits in the Employee Handbook Section 8.04 – Vacation. Employees will be able to accrue vacation time above their stated maximum amount until ~~December~~ ~~October~~ 31st. On ~~November~~ ~~January~~ 1, ~~2021~~ employees will stop accruing additional time above the maximum amount of vacation and will lose any vacation accrual amounts above the maximum accrual limit in the Employee

Handbook, existing on that date. Payout of vacation benefits remains subject to the original policy (i.e. the City of Wausau will not pay out vacation balances, upon separation from service or for any other reason, above the maximum accrual amount allowable in the Employee Handbook). The suspension of vacation accrual limits does not apply to represented employees, unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

On March 18, 2020 President Trump signed the Families First Coronavirus Response Act (FFCRA) into law. This law is effective April 1, 2020 and ends no later than December 31, 2020. The law provided:

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

These are separate and distinct benefits, but they may overlap. For example, an employee may be able to use Emergency Paid Sick Leave during the first two weeks of his/her Emergency FMLA.

Note: If the City of Wausau institutes a furlough or layoff, employees are not eligible for Emergency Paid Sick Leave or Emergency Family and Medical Leave Act Expansion coverage.

Under the FFCRA, an employer may exclude emergency responders from coverage. The Department of Labor has stated, "For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state's or territory's or the District of Columbia's response to COVID-19."

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

- All sworn Fire and Police personnel
- Wastewater staff required to maintain or operate pumps and equipment: Plant Maintenance Mechanic, Senior Plant Maintenance Mechanic, Senior Sewer Maintainer, Sewer Maintainer, Waste Water Plant Operations Technician, Collections System Supervisor, and Wastewater Lab Technician, and Wastewater Superintendent.
- Water staff required to maintain or operate pumps and equipment: Water Distribution Maintainer, Senior Water Distribution Maintainer, Water Plant Operations Technician, Water Plant Operator, and Water Operations Superintendent.
- Streets staff required to maintain infrastructure: Street Maintainer, Equipment Operator, Senior Equipment Operator, and Senior Equipment Service Mechanic, Equipment Service Mechanic, Traffic Maintainer, Fleet Supervisor, Fleet and Facilities Manager, Electrical Worker II, Electrical Worker III, Public Works Supervisor, and Public Works Superintendent.

EMERGENCY PAID SICK LEAVE

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

Self-care

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

Care of others

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

Full-time employees receive 80 hours of Emergency Paid Sick Leave, or VTO, and part-time employees receive Emergency Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total for reasons included under "self-care." Emergency Paid Sick leave is paid at 2/3 of an employees' regular rate of pay up to \$200/day and \$2,000 total for reasons included under "care of others."

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this section of the FFRCA.

EMERGENCY FAMILY MEDICAL LEAVE ACT

The FFCRA also temporarily expanded employees FMLA rights and benefits. Effective April 1, 2020 and ending no later than December 31, 2020, all employees with at least 30 days of employment are covered by the Emergency Family Medical Leave Act.

Emergency Family Medical Leave can be used when the employee is unable to work in order to care for his/her son daughter (as defined by the Family Medical Leave Act) who is under 18 years of age if the child's school or place of care has been closed or is unavailable due to COVID-19 precautions. The employee must provide notice of leave to the City of Wausau as soon as practicable.

The FFCRA did not expand the amount of leave provided under FMLA. The normal 12 week FMLA leave limit applies.

The first 10 days of leave under the Emergency Family Medical Leave Act is unpaid. An employee can elect to use paid leave including vacation, personal, sick leave or Emergency Sick Leave during the first ten days of leave. All subsequent days of Emergency Leave under the FMLA is paid at 2/3 or the employee's normal regular rate for the number of hours the employee would otherwise have worked, up to \$200 per day and a \$10,000 maximum.

For more information on the Family Medical Leave Act, please refer to the Employee Handbook 8.07 – Family Medical Leave Policy or the Family and Medical Leave Act Policy Expansion (Public Health Emergency Leave COVID-19) & COVID-19 Paid Sick Leave Policy. Both of these documents are available on the City of Wausau Intranet or in the Human Resources Department.

EMERGENCY RESPONDER PAID SICK LEAVE

The City of Wausau is extending the following Emergency Responder Paid Sick Leave benefit, which will apply to individuals who have been exempted from coverage under the Families First Coronavirus Response Act as an emergency responder. This benefit may be used when an employee is unable to work for one of the following reasons:

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

Full-time employees receive 80 hours of Emergency Responder Paid Sick Leave, and part-time employees receive Emergency Responder Paid Sick Leave equivalent to the number of hours that employee would work on average over a two-week period. Emergency Responder Paid Sick Leave is paid at 100% the employee's regular rate of pay up to \$511/day and \$5,110 total.

Employees should use the pay code “EVTO” or “Emergency Virus Time Off” to report hours used under this benefit.

The Emergency Responder Paid Sick Leave benefit shall go into effect on April 1st, and ends no later than December 31, 2020. This benefit shall expire in conjunction with the Emergency Paid Sick Leave portion of the Families First Coronavirus Response Act.

Note: If telecommuting work is available and offered, an employee is not eligible for pay under this City policy. This benefit does not extend to represented employees unless the labor organization representing the employees enters into a Memorandum of Understanding with the City.

WORKERS COMPENSATION

Exposure to COVID-19 that arose from the employee’s work may be eligible for Worker’s Compensation. However, to be eligible for Worker’s Compensation the exposure must be proven to have occurred while the employee was performing work. The strictures surrounding COVID-related workers compensation for first responders have also been temporarily revised. Employees who believe their exposure to COVID-19 is eligible for Worker’s Compensation should follow established Worker’s Compensation policies and procedures.

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

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

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

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>.

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

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

This section to be completed by Department Director or Authorized Designee

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

_____ has been excluded from employment
(Employee Name)

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

Individuals who are excluded from employment under this protocol will be directed to go home and will not be allowed to return to work until either the conditions for symptom-based or testing-based strategy have been met. These conditions can be found at <https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html>.

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~~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.~~
~~A medical provider or a local, state, or federal health official or their representative has declared the employee may return to work.~~

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

(Department)

(Signature of Department Director or Authorized Designee)

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

The symptoms of COVID-19 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 or the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html> to help decide if you or someone in your family may have COVID-19:

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

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 72 hours after your fever and any other symptoms are gone. People with COVID-19 should stay home until 72 hours after your fever is gone, other symptoms have improved, and seven days have passed since symptoms first appeared. 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 Director.
3. Pay and Attendance: All pay and leave will be based on the employee's position. The employee's time and attendance will be recorded as if performing official duties at the worksite facility.
4. Leave: Employees must obtain supervisory approval before taking leave in accordance with established department procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. Overtime: An employee working overtime approved in advance will be compensated in accordance with applicable law and rules. The employee understands that failing to obtain proper approval for overtime work may result in the agreement being canceled.
6. City Owned Equipment: In order to perform work effectively, employees may use City of Wausau equipment at the telecommuting location. However, employees are expected to maintain their devices in a manner that the equipment does not become damaged due to neglect of the equipment, lost or stolen.
7. Liability: The City of Wausau will not be responsible for damages to the employee's property resulting from telecommuting.
8. Cost: The City of Wausau will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence. The employee will be supplied with needed office supplies. Reimbursement for authorized expenses incurred while conducting official duties at the telecommuting location will need to be pre-authorized by the Department Director.
9. Workers' Compensation: The employee is covered under workers' compensation if injured while performing official duties. Telecommuting employees are responsible for notifying the City if such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite, or caused by environment of telecommuting location.
10. Work Assignment: Work Assignments will be provided by the Department Director or Supervisor which can be communicated via phone, email, or in-person. The frequency of meetings with the Department Director or Supervisor is at their discretion. The employee will complete all work assignments according to procedures determined by the Department Director or Supervisor.
11. Tax and Other Legal Implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

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

Print Employee Name	Employee Signature	Date	Department Director Signature	Date	



CITY OF WAUSAU
COVID-19 APPLICATION FOR LEAVE OF ABSENCE
FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

Name: _____ Date: _____

Current Address: _____

Department: _____ Location: _____

Supervisor Name: _____ Supervisor Phone Number: _____

Position/Job Title: _____ Date of Hire: _____

Expected Leave Start Date: _____ Expected Return Date: _____

Reason for Leave: **Need for leave of:**

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

Name: _____

Relationship to employee: _____

Please state the reason: _____

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

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

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

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

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

Employee Name (Print)

Employee Signature

Date

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

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

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

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

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

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

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

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. The employee may also be eligible for Emergency Paid Sick Leave or Emergency Responder Sick Leave, or Emergency FMLA expansion coverage. Please complete the COVID-19 Application for Leave of Absence and Human Resources will guide you through the process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Director must determine what is appropriate for each individual situation.

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

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

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

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

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

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

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

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

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

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

22. My Department Director has changed my work schedule. How do I record lost time?

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

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

No. The salary guarantee only protects employees whose Department Director assigned an alternate schedule which is less hours than their normal schedule. However, you may

qualify for Emergency Paid Leave. Please complete the COVID-19 Application for Leave of Absence.

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

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

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

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

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

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

~~27. Do I get to stay home under Governor's Evers Safer at Home order?~~

~~Not necessarily. Your Department Director or supervisor should have told you if you are a required employee, required remote employee, or non-required employee. Only non-required employees and required remote employees are to stay home under the governor's order, and required remote employees may be required to physically report to work for a portion of their normal shift.~~

~~28.~~27. I have been reassigned to another department and I don't feel safe with the new assignment. What do I do?

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

However, your reassignment will not be ended if your only concern regarding the new assignment is risk of exposure to COVID-19 unless you meet the following criteria: you are at higher risk for severe illness according to the CDC

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

29-28. If I am home with my child because his or her school or place of care is closed, or child care provider is unavailable, do I get paid sick leave, expanded family and medical leave, or both—how do they interact?

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

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

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

ORDINANCE OF COMMON COUNCIL

Creating Section 1.08.060 Board of Absentee Ballot Canvassers

Committee Action: Pending

Ordinance Number:

Fiscal Impact: None

File Number: 08-0404

Date Introduced: July 14, 2020

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

Section 1. That Section 1.08.060 Board of Absentee Ballot Canvassers is hereby created to read as follows:

1.08.060 Board of Absentee Ballot Canvassers. (a) The Board of Absentee Ballot Canvassers shall be composed of the city clerk or a qualified elector of the city designated by the city clerk, and two other qualified electors of the city appointed by the city clerk for a term of two years commencing on January 1 of each even-numbered year. The initial terms of appointments shall expire on January 1, 2022, unless reappointed. All appointments shall comply with Section 7.52 and 7.53, Wis. Stats.

(b) The Board of Absentee Ballot Canvassers shall operate pursuant to the provisions of Section 7.52 and 7.53, as applicable.

(c) Pursuant to Section 7.52(1)(b), the city clerk may appoint additional inspectors to assist the Board of Absentee Ballot Canvassers in canvassing absentee ballots under this section.

(d) The common council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the Board of Absentee Ballot Canvassers, which shall canvass all absentee ballots at all elections held in the city pursuant to procedures established by the state division governing elections.

(e) The city clerk shall give at least 48 hours' notice of any meeting of the Board of Absentee Ballot Canvassers under this section.

(f) The city clerk, no later than the closing hour of the polls, shall post at the city clerk's office and on the City of Wausau's website, and shall make available to any person upon request, a statement of the number of absentee ballots that the city clerk has mailed or transmitted to electors and that have been returned by 8:00 p.m. on Election Day.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

MEMO TO COUNCIL

TO: City of Wausau Common Council
FROM: Leslie Kremer, City Clerk
SUBJECT: Central Count Procedures for Elections
DATE: July 8, 2020

Alderspersons,

As you know, 2020 has been an extremely busy election year with 5 elections having to be administered. The August 11th Partisan Primary and the November 3rd Presidential Election are the remaining elections to be held in 2020. As you also know, the number of electors voting by absentee ballot has increased substantially this year, mainly due to the COVID-19 pandemic. However, even if/when the COVID-19 pandemic subsides, I anticipate that the number of electors voting by absentee ballot will remain high due to the fact that electors that had not previously voted by absentee ballot now appreciate the convenience of this method of casting their ballot, and will continue to take advantage of this option. It is therefore my recommendation that the City of Wausau adopt procedures for processing absentee ballots through a Central Count and adopt an Ordinance establishing a Municipal Board of Absentee Canvassers. As the Clerk, it is my responsibility to appoint at least 3 people to the Municipal Board of Absentee Canvassers and all 3 must be residents of the City of Wausau. If the Council adopts the Ordinance to establish this Board, I recommend that the following individuals be appointed to the Municipal Board of Absentee Canvassers for the City of Wausau:

1. Mary Goede
2. Robert Splinter
3. Sharon Olson

CURRENT PROCESS OF PROCESSING ABSENTEE BALLOTS

Currently, absentee ballots are sent to electors with requests on file and the ballots are then returned to the Clerk's office, by the electors, to be held in a secure place until Election Day. On Election Day, the absentee ballots are delivered to the appropriate polling location and the Chief Inspectors must process the ballots in between carrying out all of their other duties required of them to administer the election. Processing of absentee ballots includes detailed tasks such as examining the Certification Envelope for sufficiency, assigning a voter number, logging the voter number on duplicate AB logs, opening the Certification Envelope and then inserting the ballots into the DS-200 voting machines in between electors casting ballots in person at the polling location. Now that the number of absentee ballots cast by electors has increased exponentially (over 7600 absentee ballots received in the April and again in the May election), it has become a challenge for our Chief Inspectors to have enough time on Election Day to process all of the absentee ballots in an efficient way, while also attending to their duties as Chief Inspectors of the polling site.

RECOMMENDATION TO ADOPT CENTRAL COUNT PROCEDURES AND BENEFITS OF DOING SO

Many Wisconsin municipalities, including the Village of Weston, have adopted Central Count Procedures for processing absentee ballots. Central Count means that all absentee ballots are processed in one central location by the Municipal Board of Absentee Canvassers and a team of poll workers trained specifically to process absentee ballots. Processing absentee ballots through Central Count Procedures results in significantly less room for error in logging, since election workers are focused solely on processing the absentee ballots. It also allows for greater efficiency in the time it takes to process the absentee ballots, since there aren't interruptions occurring related to Election Day issues at the polling site that must be dealt with. Additionally, because the City of Wausau will be utilizing City Hall as the Central Count location, processing the absentee ballots through a Central Count allows for all of the absentee ballots to remain securely stored in one location from the time the ballot is received back from the elector all the way through to the time the ballot is counted in the DS-200 machine. Finally, allowing our Chief Inspectors to focus solely on their duties related to administering the election at the polling sites for in-person electors will, in my opinion, enhance even further the integrity and efficiency of how the City of Wausau has always administered elections.

It is my recommendation that the Council approve and adopt an Ordinance establishing a Municipal Board of Absentee Canvassers and adopt the Central Count Procedures attached to this Memo.*

*Approval of Central Count Procedures must be obtained by Wisconsin Elections Commission also. Currently under review by the Commission and approval is anticipated.

Office of the City Attorney

TEL: (715) 261-6590

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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

TO: Katie Rosenberg, Mayor
Common Council Members

FROM: Anne Jacobson, City Attorney 

RE: Creating Section 1.08.060 Board of Absentee Ballot Canvassers

DATE: July 8, 2020

The City of Wausau has, since 1991, had an ordinance establishing a board of canvassers, under WMC 1.08.050. The Clerk's Office has proposed an ordinance establishing a board of absentee ballot canvassers, a draft of which is attached as WMC 1.08.060.

Our current Board of canvassers is constituted pursuant to §7.53(2)(a)1., Wis. Stats., (Municipal canvass), consisting of the municipal clerk and 2 other qualified electors appointed by the clerk, and is required when the municipality has more than 1 reporting unit or more than 1 set of results. The board publicly canvasses the returns of every election, beginning no later than 9 a.m. on the Monday after the election. Sub. (2)(d). The board canvasses absentee ballots at polling places under s. 6.88.

Section 7.53(2m)(a) provides that if a municipality elects to count absentee ballots in the manner provided for in s. 7.52, the municipality shall establish a board of absentee ballot canvassers as provided in par. (2m)(b). The board shall be composed of the municipal clerk, or a qualified elector of the municipality designated by the clerk, and 2 other qualified electors of the municipality appointed by the clerk. The members of the board of absentee ballot canvassers shall serve for 2-year terms commencing on January 1 of each even-numbered year. Nothing precludes a municipal clerk from appointing individuals to the board of absentee ballot canvassers who are simultaneously serving on any other board of canvassers (sub. (2m)(c)).

Under §7.52(1)(a), Wis. Stats., (Canvassing of absentee ballots), the governing body of any municipality may provide by ordinance that, instead of processing absentee ballots at polling places under s. 6.88, the municipal board of absentee ballot canvassers can process and canvass absentee ballots at an alternate site by 8 p.m. on election day. "Prior to

enacting an ordinance under this subsection, the municipal clerk or board of election commissioners of the municipality shall notify the elections commission in writing of the proposed enactment and shall consult with the elections commission concerning administration of this section." The ordinance may be similarly rescinded.

The Wisconsin Elections Commission website states that the municipality is required to submit a notification, in writing, to the Wisconsin Elections Commission on how the municipality intends to process absentee ballots at a central location and the municipality is required to consult with the Wisconsin Elections Commission staff. The municipal board of absentee ballot canvassers shall publicly canvass all absentee ballots at all elections held in the municipality after the passage of an ordinance directing alternate central count of absentee ballots.

After any canvass of the absentee ballots is completed under s. 7.52, the board of canvassers shall reconcile the poll list of the electors who vote by absentee ballot with the corresponding poll list of the electors who vote in person to ensure that no elector is allowed to cast more than one ballot. If an elector who votes in person has submitted an absentee ballot, the absentee ballot is void s. 7.53(2)(d).

Both boards may coexist and have the same individuals serving on them. I have reviewed the attached ordinance for statutory compliance and recommend approval.

**CHECK LIST AND PROCEDURES FOR CANVASSING OF ABSENTEE BALLOTS BY
THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS IN THE CITY OF WAUSAU**

MUNICIPAL BOARD OF ABSENTEE CANVASSERS

Pursuant to §§7.52 and 7.53(2m), Wis. Stats., the City of Wausau has provided for the canvassing of all absentee ballots in a central location and has created a Municipal Board of Absentee Canvassers (City Ordinance No. _____ attached). The canvassing of absentee ballots shall be in accordance with §§7.52 and s.7.53, Wis. Stats.

CONVENING THE BOARD

The Board of Absentee Ballot Canvassers shall be convened on Election Day at such time and location as noticed to the public at least 48 hours prior to the meeting, for the purpose of tabulating absentee votes on Election Day. State law requires the Board to convene between 7:00 a.m., and 10:00 pm., on Election Day. The Board of Absentee Ballot Canvassers must tally write-in votes and report them on a duplicate write-in form EL-105, by reporting unit. Ballots shall be placed in tamper evident security sealed ballot bags that are signed by the Board of Absentee Ballot Canvassers. The City of Wausau shall issue all absentee ballots through the state's voter registration program, WisVote, so that the Board can reconcile all absentee ballots from the list of Electors issued/returned absentee ballots from WisVote. The City of Wausau will not print its poll books until after the issuance deadline for absentee ballots so that the poll list provided to poll locations can contain an "absentee" watermark for voters that have been issued an absentee ballot. The City of Wausau only issues absentee ballots to voters who are registered and provide the necessary photo id, or are exempt. Therefore no procedures are identified in this plan for provisional ballots as there will not be any for absentee balloting.

CLERK DUTIES

The Clerk shall do the following:

1. Give at least 48 hours' notice of the meeting of the Board of Absentee Ballot Canvassers under §7.52, Wis. Stats. Said Notice shall be posted on the door where absentee ballot canvassing is to take place.
2. Determine if additional inspectors should be appointed to assist the Board of Absentee Ballot Canvassers. The total number of additional inspectors and the Board of Absentee Ballot Canvassers must be an odd number. An oath of office and training shall be given to all Election Inspectors and members of the Board in accordance with state law.
3. Ensure Automatic tabulating device(s) are properly set up, programmed and publicly tested before Election Day to count absentee ballots by reporting unit.
4. Issue supplies to the Board of Absentee Ballot Canvassers necessary to complete the canvass of absentee ballots.

5. Deliver to each polling place, a log of all absentee ballots for that district.
6. Deliver all absentee ballots to location of Board of Absentee Ballot Canvassers.
7. Post a notice on the Internet and in the Clerk's office, indicating the total number of absentee ballots issued and the total number of absentee ballots returned prior to 8:00 p.m. on Election Day.

SUPPLIES

The following supplies will be provided, by the Clerk, to the Board of Absentee Ballot Canvassers for each Election:

- An original and duplicate of the Listing of Absentee Ballot Electors Log or duplicate poll books printed from WisVote after the close of absentee ballot issuance and a Certificate Cover Page;
- Ineligible Voter Listing and Observer's Sign-In Log;
- Large ballot envelopes/bags/containers prepared with Chain of Custody and Certificate signed by the Board of Absentee Ballot Canvassers (one for each reporting unit);
- Inspectors' Statements (EL-104) (one for each reporting unit);
- Sufficient large envelopes/containers for Used Certificate Envelopes (EL-103) (one for each reporting unit);
- Sufficient large envelopes for Rejected Absentee Ballot Envelopes (EL-102) (one for each reporting unit);
- Large enveloped labeled "Original Remade Ballots" (one for each reporting unit);
- Sufficient write-in tally forms (one for each reporting unit);
- Number sheets (one set for each reporting unit);
- Election Day Manual for reference and Central Count Procedures document to follow;
- Red pens for marking poll lists;
- Ballot marking pens;
- Ballots for remaking voted ballots, if necessary;
- Challenge documentation for reference.

PROCEDURES FOR PROCESSING BALLOTS (TAKEN FROM THE ELECTION DAY MANUAL)

The following procedures shall be followed in processing Absentee Ballots at the Central Count location:

1. Open container of absentee ballots.
2. Ballots shall be sorted by ward and alphabetically.
3. Remove one Absentee Certificate Envelope (EL-122) and announce the elector's name.
4. Carefully review the certificate envelope to determine that:
 - a. Envelope is not open.
 - b. Envelope has not been opened and then resealed.
 - c. Signature of the elector appears on the certificate.
 - d. Certificate contains the signature and address of one witness who is an adult US Citizen.
5. If the certificate envelope is found to be **insufficient**:
 - a. Do not open the envelope. Put the ballot to the side until 8 pm.

- b. At 8 pm, if the voter has not corrected the deficiency, mark the envelope "Rejected ballot # __" (beginning with "1" for each ward). Write the reason for the rejection on the envelope and on the Inspectors' Statement.
 - c. Do not issue the elector a voter number.
 - d. List the elector's name, identifying serial number of the rejected ballot and the reasons for rejection on the Inspectors' Statement (EL-104). Use one Inspectors' Statement (EL-104) for each reporting unit.
 - e. Record the reason for rejection next to the elector's name on the Absentee Ballot Log utilizing the appropriate reason code and rejected ballot no indicated in b. above.
 - f. Place the unopened certificate envelope in the Certificate of Rejected Absentee Ballots (EL-102) brown carrier envelope (one envelope for municipality).
6. If the certificate is found to be **sufficient**, carefully remove the ballot from the certificate envelope. Upon accepting each absentee ballot, the Board of Absentee Ballot Canvassers shall mark in red the voter number on the back of the ballot and on the pre-printed poll list next to the name of the elector, along with the indication the voter cast an absentee ballot (ABS), beginning with the number 1.
7. Examine the ballots to ensure that:
 - a. Only one ballot is enclosed. (If more than one ballot enclosed, refer to Election Day Manual pgs. 93-94 for guidance.)
 - b. That the ballots contain the initials of the issuing Clerk. (Ballot is not rejected if initials of issuing Clerk are not present. Notation should be made on the Inspectors' Statement).
 - c. Ensure that the Ward number on the envelope's label is the same as the Ward number on the ballot just removed. (Any discrepancies shall be noted on the Inspector's Statement and procedures for remaking a ballot shall be followed.)
8. Place the ballots in the tabulating device. If ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the procedure for remaking ballots. Duplicated ballots should be initialed by two members of the Absentee Board of Canvassers.
9. Place the used certificate envelope in the Used Certificate Envelopes of Absentee Electors (EL-103) white carrier envelope. Rejected absentee ballots and used certificate envelopes are not required to be maintained by reporting unit. Rejected absentee ballots may be placed in a single Rejected Absentee Ballot (EL-102) envelope or container. Used certificate envelopes may be placed in a single Used Certificate envelope or container.
10. All absentee ballots must be taken to the polling location prior to 8:00 p.m. to be placed in the tabulator. At 8:00 p.m. the polls are officially closed and no additional absentee ballots shall be accepted. Totals are printed and write-ins counted on 2 duplicate write-in forms. The totals of the absentee ballots will be transmitted to the County Clerk.

Central Count Drop Off Ballots Process:

Absentee ballot envelopes may be dropped off while the polls are open on Election Day. These ballots are not dated in the "returned column" on the Listing of Absentee Ballot Electors Log(s). They also may have by-passed the check in "returned" process at City Hall. Follow the steps below:

- a. Advise the elector of the Central Count location and ask if the elector is able to deliver the ballot to the Central Count location. *If* the elector indicates he/she cannot, the Chief Inspector at the polling location shall accept the ballot from the elector and steps b. through e. below shall be followed.
- b. Call City Hall at 715-261-6620 to notify staff of a central count drop off. Give the staff member the name and address of the voter from the ballot envelope label.
- c. The applicable Election Inspector team or the Board of Absentee Ballot Canvassers records the return date on the original and duplicate Listing of Absentee Ballot Electors and the City Clerk shall record the returned date in WisVote.
- d. A designated Election Inspector shall make rounds at the City's five polling locations, as needed, to pick up absentee ballots dropped off and shall deliver said absentee ballots to the Board of Absentee Ballot Canvassers at the Central Count location for processing. A designated member of the Absentee Ballot Canvassers shall confirm that the returned date of the ballot has been marked on the original and duplicate Listing of Absentee Ballot Electors before the absentee ballot is processed.
- e. Processing of the drop off ballots follows the steps for processing absentee ballots noted in the Procedures for Processing Ballots section above.

Reconciling Results and Completing / Delivery of Election Returns

In an open public process, the Board of Absentee Canvassers shall perform reconciliation of Election Day results similar to the reconciliation performed at polling locations utilizing forms approved by the Wisconsin Elections Commission. The following steps shall be followed:

After completion of all acceptable absentee ballots processed and after polls close at 8:00 pm., final results tapes will be printed. The compilation from the results tapes shall be written as applicable, onto the EL-104 Inspector Statement under "Total Number of Optical Scan Ballots Cast" by reporting unit. A reconciliation comparison will be made to verify that the "Voter Count on the original and duplicate Listing of Absentee Ballot Electors Logs balances to each other and matches the total number of ballots fed into machine as compiled on the results tape. Any discrepancies shall be reconciled either by finding the recording error or by draw down process pursuant to state law, if necessary.

Write-in votes shall be recorded on the EL-105 Write In Tally Sheet(s) in accordance to state law. All forms shall be fully completed and signed by the members of the Board of Absentee Ballot Canvassers.

Election returns including voted ballots shall be secured in self-sealing tamper-evident ballot bags and delivered to the County Clerk, pursuant to deadlines established in state law. Other forms and documents as applicable shall be delivered to School District Clerks, pursuant to deadlines established in state law.

Following Election Day, election participation shall be entered into the statewide voter registration system, without delay, in order to determine if there are any voters who have cast both an absentee ballot and an in-person polling location ballot. Any irregularities found shall be reported to the District Attorney for investigation and possible Election Fraud prosecution. Additionally, Officials at the Wisconsin Elections Commission shall also be notified of irregularities.

RESOLUTION OF THE FINANCE COMMITTEE

Modifying the Revenue Policy

Committee Action: Pending

Fiscal Impact: None

File Number: 91-1008

Date Introduced: July 14, 2020

RESOLUTION

WHEREAS, the City of Wausau recognizes the need for sound financial policies and procedures, and

WHEREAS, sufficient and stable revenues are central in a governments ability to provide services and maintain infrastructure, and

WHEREAS, a well-defined revenue strategy will encourage growth and improve the City's economic competitiveness and attractiveness as a city of choice for people to live and do business, and

WHEREAS, the City proposes to use the State of Wisconsin Debt Collection program to assist with the collection of delinquent accounts receivable, and

WHEREAS, the Finance Committee has reviewed and recommends the attached revenue policy modification attached hereto and incorporated as a part of this resolution,

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the revenue policy be adopted as recommended above.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: June 23, 2020

RE: Revenue Policy modification

The revenue policy currently authorizes the use of the State of Wisconsin Tax Intercept for collection of delinquent accounts receivable. This program allows local governments to submit delinquent debts to the State of Wisconsin. The State then facilitates collection of this debt by intercepting state income tax refunds.

We would like to add the use of the State Wide Collection (SDC) program. This program is more robust than the Wisconsin Tax Intercept Program. Under this program the state conducts full collection services.

Delinquent receivables that meet the following are eligible for the State program:

- The debt must be at least \$50.
- The debt must be more than 90 days old with no active negotiations or payment plans in place.
- The City must send a letter to the debtor to let them know that their obligation is being transferred to the State of Wisconsin for collection.

The State of Wisconsin will then take over all collection efforts including:

- Contacting the debtor in a professional and business like manner.
- Establish terms for repayment agreeable to both the debtor and state.
- If debtor fails to enter into an installment agreement, misses payments and does not respond to the follow up move to an involuntary collection action such as:
 - Tax intercept
 - Wage attachment
 - Bank levy

Unlike a traditional collection agency the State adds on a 15% collection fee to the debtor so the City will receive the full receivable payment if the collection effort is successful.

The state will return debts to the City deemed uncollectible.

I have revised the revenue policy to reflect this new collection method. This is scheduled to go to Council on July 14th as well.

City of Wausau

Revenue Policy

The objective of the revenue policy is to ensure that funding is derived from a fair, equitable and adequate resource base, while minimizing tax burdens.

Revenue Principles

1. That sufficient and stable revenues are necessary to provide services to our constituents.
2. That a diverse revenue portfolio will provide strength to the City's financial position and minimize short-term economic fluctuation risk.
3. That a diverse tax base provides greater economic stability and resiliency for the region.
4. That revenue sources that are fair, equitable, affordable and consistently applied will be more acceptable to the public.
5. That individual's receiving benefit from a specific City service should pay for these services based upon the level or value of the benefit received.
6. That understanding the full cost of providing a specific service and establishing consistent cost recovery policies are critical to a fair and equitable fee structure.
7. That a well-developed revenue strategy will provide long-term financial stability, encourage growth and improve the City's economic competitiveness and attractiveness as a city of choice for people to live and do business.
8. That the City should collect revenues as efficiently and effectively as possible.
9. That accurate revenue forecasts are essential to the City's annual and long range financial planning and budget.

Non-Recurring and One-time Revenues

The City shall limit the use of one-time revenues for purposes other than to maintain continuing operations. Such one-time revenue sources should be used for the purchase of one-time expenditures such as capital projects, limited term projects, short-term contractual obligations and initiatives or establishing building reserves or early debt retirement.

Unpredictable and Volatile Revenues

Volatile and unpredictable revenues can produce unreliable financial streams. Revenue predictions for these types of revenues should be based upon long term financial trends and normal growth rates rather than short term yield peaks. Unusually high yields from volatile sources should be treated like one time revenues. Examples of possible unpredictable or volatile revenues include room tax revenues and building permits.

Revenue Estimates

Revenue estimates shall be developed using a realistic, objective approach. This approach will consider historical trends, projected economic conditions, service levels and changes in rate structures. A multi-year revenue projection will be incorporated into the City's five year financial plan.

Changes to Revenues

The City shall develop and maintain a Comprehensive Fee Schedule. Annually, in coordination with the annual budget, departments will systematically review fees and rates and make recommendations for adjustments to take into account the effects of additional service costs and inflation. These proposed modifications, along with a review of revenues charged by other communities will be submitted to the Finance Committee for recommendation to the Common Council. The annual fee schedule for the forthcoming year will be presented to the Common Council at the budget hearing and considered for

approval with the annual budget. Fees may be adjusted during the year based upon supplemental analysis whenever there has been a significant change in the method, level or cost of service delivery.

New Revenues

Departments shall review services and programs annually during the budget process to examine new revenue possibilities. New fees and charges for services should be evaluated for suitability given its acceptability to the community, the impact on economic competitiveness relative to other area communities, the ease of administering the fee, its direct relationship to the program and the user fee cost-recovery principles established within this policy.

Billing and Collections

Invoicing shall be performed thorough the automated accounts receivable systems maintained by the City. Separation of duties for invoicing and collection processes shall be maintained to ensure proper internal control procedures exist. The City will follow an aggressive policy of collecting revenues. The cost of collections should not exceed the extra revenue obtained. The City shall use the State of Wisconsin's [Statewide Debt Collection and](#) Tax Intercept Program when allowed by law.

Revenue Administration and Reporting

All revenues and payments shall, without exception, be submitted to the Finance Department for deposit. These funds will be deposited and reported within the accounting system in compliance with Generally Accepted Accounting Principles.

User Fees

The City provides a wide variety of services that are beneficial to constituents. Some of these services have a community-wide benefit to all citizens, while others provide a direct benefit to a specific group or individual. The City will consider the utilization of user charges in lieu of property taxes for services that can be individually identified, access to the service can be restricted and where the costs are directly related to the level of service. In establishing user fees the City will consider the following:

- Fee amounts shall comply with limitations established by the State of Wisconsin or other external agencies.
- The ease of use and cost of administering the fee.
- The acceptability and pricing of fees as compared to other communities in the area and state.
- The fee structure's impact on desired behaviors and demand for service. Fees too low or high can change demand for service and compliance with important regulations.
- The fee structure's impact to all populations in the City.
- The fee will not exceed the overall cost of providing the service.
- Whether the service benefits the community/society or the individual/group receiving the service.

The City shall establish user charges and fees at a level that reflects service costs. Service costs shall include full costs associated with providing the service including: operating costs, administrative costs, capital costs, overhead costs and depreciation. Generally, fees will be a standardized rate per service rather than billed for time tracked services. Standardized fees are considered advantageous since customers know the cost before they purchase the service, revenue streams are more easily estimated, billing is simplified and fixed fees promote staff efficiency. The percent of cost recovery will be determined by policy, legal and market factors.

High cost recovery levels are appropriate in the following circumstances:

- The service is similar to services provided by the private sector.
- Other private or public service options exist.

- Use of the service is discouraged.
- There is a strong connection between the amount paid and benefit received.
- The service is regulatory and is easily monitored.

Examples of services included within this category include: Enterprise Fund services such water and sewer utility and parking, garbage collection, false alarm responses, ambulance response, building reviews.

Lower cost recovery levels are appropriate in the following circumstances:

- There is a community-wide benefit to the service.
- The fee will discourage compliance with regulatory compliance.
- Collecting the fee is not cost effective.
- There is no intent to limit the use of the service provided.

Examples of services included within this category include: general park maintenance services, police patrol and fire prevention services, general street maintenance services.

Property Taxes

- The City will use its resources to encourage a diverse and stable property tax base.
- The City will levy general property taxes and manage the tax rate by balancing the demand and need for government services with the necessity of remaining competitive in the urban region.
- The fair and equitable allocation of property taxes relies on accurate property valuations. Property revaluations will be conducted on a regular basis.

Grant Revenue

The City will seek out, apply for and effectively administer grants that address the City's operating and capital needs, meet strategic priorities and provide a positive benefit to the City. Common Council approval is required for any grant that:

- Expands services or programs, adds city personnel or finances assets that may encumber future financial resources of the city.
- Requires a local match.
- Provides multi-year funding.

All grants funded directly or indirectly with federal or state funds must be reported to the Finance Department to ensure that reporting and auditing requirements are followed.

RESOLUTION OF THE FINANCE COMMITTEE

Modifying the Capital Policy

Committee Action: Pending

Fiscal Impact: None

File Number: 91-1008

Date Introduced: July 14, 2020

RESOLUTION

WHEREAS, the City of Wausau has adopted a number of financial policies and procedures, and

WHEREAS, the Common Council recently modified the Capital Improvement Process by creating the Capital Improvement Program Committee, and

WHEREAS, the Finance Committee has reviewed and recommends the attached change to the Capital Policy to reflect this new committee which is attached hereto and incorporated as a part of this resolution,

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the Capital Policy be adopted as recommended above.

Approved:

Katie Rosenberg, Mayor

CITY OF WAUSAU, WISCONSIN

CAPITAL POLICIES

It is critical that the City preserve its current physical assets and systematically plan for future capital outlays. These capital investments are necessary to support the delivery of basic services, to ensure safety, and to provide quality of life to the citizens of Wausau. This plan includes the consideration of all operating costs associated with new capital improvements.

CAPITAL IMPROVEMENT PLAN

The City will maintain a capital improvement plan that prioritizes capital needs and identifies funding sources. The capital improvement plan will contain short term and long term plans. The short term plan will consist of the annual capital budget, and the long term plan will include a preliminary four year plan.

The capital improvement plan will include all land, equipment, facility construction or upgrade, and infrastructure projects with a useful life of greater than three years, and an individual or combined cost of greater than \$25,000.

Departments will project and submit annually the five year capital needs of the department.

The departmental capital requests will be prioritized by the ~~Committee of the Whole~~ [Capital Improvement Program Committee \(CIP\)](#).

The committee will rank each request utilizing rating criteria. These criteria will give highest priority to those projects which involve public health and safety, preservation of existing capital assets, improving efficiency of government operations, consistent with comprehensive planning goals and objectives, implementing cost saving measures, and improving quality of life.

The capital improvement budget will be developed in coordination with the operating budget.

CAPITAL MAINTENANCE

The City will maintain all of its assets at a level adequate to protect its capital investment and to minimize future maintenance and replacement costs.

PROJECT DURATION

Each capital project will have a term of twenty-four months. Project extensions will be authorized through carryover funding.

ANNUAL OPERATING BUDGET

Each request submitted for the capital improvement plan will identify the future maintenance and operating costs and any potential operating funding sources.

FUNDING SOURCES

The capital improvement plan will recommend specific funding sources of projects. These funding sources will include special assessment income, grant funds, other contributions, general obligation bonds and notes, and general property taxes. The capital improvement plan will comply with the City's debt management policy.

FINANCIAL CAPACITY

The capital improvement plan will examine the long range implications of future debt issues on debt outstanding, annual principal and interest requirements, and the general property tax levy.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the installation of protective glass within the Clerk Customer Service area to protect the public health and reduce the risk of transmission in public facilities

Committee Action: Pending

Fiscal Impact: \$51,000

File Number: 20-0712

Date Introduced: July 14, 2020

RESOLUTION**FISCAL IMPACT SUMMARY**

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source: Routes to Recovery Program Grant</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$51,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$51,000</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the COVID 19 pandemic has created an increased exposure and public risk at the clerk customer service counter particularly as customer service demands increase with the November Presidential election; and

WHEREAS, staff is recommending the installation of permanent protective glass to protect staff and customers from the transmission of COVID 19; and

WHEREAS, the Routes to Recovery Program administered by the Wisconsin Department of Administration considers long term building modifications to enable COVID 19 health precautions as eligible for grant reimbursement; and

WHEREAS, your Finance Committee has reviewed the request for this additional project in 2020 and recommends approval with utilization of COVID grant funding;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the proper city officials are authorized to proceed with the modifications to the customer service area to install protective glass to prevent the transmission of COVID19.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: July 7, 2020

RE: Protective Glass and Other Modifications for Customer Service Staff

COVID 19 has dramatically changed our customer service operations in the Finance Department. 2020 has been a very busy election year and we expect the November election to surpass past turnout. Many voters are electing to come to city hall during the early voting to cast their ballot or register to absentee vote. We quickly installed temporary sneeze guards at the customer service counter for some protection. This created a couple of problems because the barrier prevented some customers from hearing staff and the customers naturally avoid the barrier by stepping aside into the open space which defeats the purpose of the protection. COVID 19 cases continue to rise throughout the country, state and county and we would like to improve our protection of staff.

We have obtained quotes for a full glass partition with a transaction window and microphones to help with communication.

Glass Proposal with speakers at each customer service area	\$43,853
Furniture modifications	\$ 4,753
Counter top and minor wall modifications	<u>\$ 2,320</u>
Total	\$50,926

Based upon guidance we have received from the League of Municipalities and DOA these physical modifications would qualify as a COVID 19 Routes to Recovery Program reimbursement. If approved the City would follow the appropriate procurement process and would have the system in place prior to the November election early voting.

The City's Routes to Recovery Program total allocation was \$635,507. In addition, the City has qualified for several other COVID related grants.



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June 22, 2020

Routes to Recovery Program Guidance Key Takeaways

Curt Witynski, Deputy Director, League of Wisconsin Municipalities

The Department of Administration released a [Routes to Recovery Program Guidance for Local Governments](#) providing information on what COVID-19 related expenses incurred by municipalities in response to the pandemic are eligible for reimbursement under the \$190 million grant program funded by the federal CARES Act's Coronavirus Relief Fund. With one exception, the Guidance seems to allow more types of COVID-19 related expenses to be reimbursed than Department of Administration staff had initially said would be allowed when the program was first announced two weeks ago. Below are five key takeaways:

1. Municipalities may include COVID-19 related expenses not mentioned in the categories or category descriptions listed in the Routes to Recovery grant program. As long as the expenditure meets the general eligibility requirements for the program (i.e., an unbudgeted expenditure necessary to respond to the COVID-19 health emergency and incurred between March 1, 2020 and November 6, 2020) it can be included in the expense reporter even if it is not expressly mentioned in the Guidance. Municipalities should choose the most applicable category for the expenditure, provide enough description in the expense reporter for outside reviewers to understand how the pandemic necessitated the expense. See FAQ 3.2.
2. Payroll expenses for "public safety, public health, health care, human services, and similar employees" between March 1 and November 6 are eligible for reimbursement. The Routes to Recovery Guidance points out that the federal guidance "presumes that employees in these types of roles are performing services that are substantially dedicated to COVID-19 mitigation and response efforts, unless specific circumstances indicate otherwise." Payroll expenses for employees from other departments temporarily redeployed to assist in public safety, public health, health care, human services, and similar roles to meet the needs of the public health emergency are also eligible for reimbursement for work hours substantially dedicated to COVID-19 mitigation and response. See FAQ 3.4 and 3.5.
3. Long term building modifications to enable COVID-19 health precautions are eligible for reimbursement such as "installing sanitizer stations or touchless soap/towel dispensers; and other expenses incurred to protect the public health and reduce the risks of transmission in public areas and facilities, so long as the local government determines those efforts are reasonably necessary due to the public health emergency." See FAQ 3.13.
4. Unanticipated and unbudgeted purchases of services and equipment to enable public employees to perform work duties from home are expenses eligible for reimbursement under the program, including additional licensing costs, subscriptions, or fees, device purchases or leases (e.g., laptops), and IT contractor costs. See FAQ 3.14
5. Municipalities may not use Routes to Recovery local government grants to help fund a municipally created COVID-19 grant program for local businesses. See FAQ 2.7.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving property lease agreement with Lunda Construction Co. at 180 E. Wausau Avenue

Committee Action: Pending

Fiscal Impact:

File Number: 20-0708

Date Introduced: July 14, 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, Lunda Construction Co. (Lunda) was awarded the Bridge Street bridge repair project; and

WHEREAS, Lunda is interested in parking their job trailer and other equipment on city owned property at 180 E. Wausau Avenue during the construction which could last through October, 2020; and

WHEREAS, your Finance Committee, at their July 14, 2020 meeting, discussed and approved entering into a property lease agreement with Lunda to allow for the parking of their job trailer and other equipment on city owned property at 180 E. Wausau Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the property City officials are hereby authorized and directed to execute a property lease agreement with Lunda Construction Co. to allow for the parking of their job trailer and other equipment at 180 E. Wausau Avenue through October 31, 2020.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney 
To: Finance Committee
Date: July 6, 2020
Re: Property Lease Agreement with Lunda Construction Co. at 180 E. Wausau Avenue

Purpose: To obtain your approval of a property lease agreement with Lunda Construction Co. at 180 E. Wausau Avenue.

Facts: On May 13, 2020, Council approved a budget modification for the Bridge Street bridge repair project that was awarded to Lunda Construction Co.

Lunda would like to park a job trailer and other equipment on city owned property at 180 E. Wausau Avenue during the construction and is willing to enter into the attached property lease agreement, for payment to the city of an undetermined amount.

Recommendation: Approval.

PROPERTY LEASE AGREEMENT

This agreement is made this _____ day of June, 2020 between Lunda Construction Co. hereinafter "Lessee" and the City of Wausau, hereinafter "Lessor."

Witnesseth:

1. Lessor hereby grants the Lessee access to and use of a portion of the premises located at _____ which Premises are to be used by the Lessee, Lunda Construction Co. exclusively for parking, stationing a job trailer and other permitted uses ONLY, as approved by the Lessor.
2. The term of this agreement shall be for a minimum of three months after which it is ongoing until either party gives the other party a ten day notice that it wishes to terminate the agreement.
3. In exchange for the access and use of the property, the Lessee shall pay the Lessor a monthly rent of \$ _____ upon the signing of the Lease for the first (thirty days) months rent and for every thirty days thereafter; and shall be responsible for upkeep and the monitoring of the property and shall be the contact for the City of Wausau in the event of a violation of City regulations, or violations regarding the upkeep of the property.
4. The parties to this agreement have discussed the provisions herein and find the same mutually satisfactory.
5. Lessee shall surrender possession of the premises immediately upon termination or cancellation of this agreement.
6. Lessee shall leave the premises in the same condition as it was at the commencement of the lease or in the same condition to which it was brought by the efforts of the Lessee, if any.
7. Lessee shall not "sublease" assigned or allow other entities to use or occupy the premises. Lessee agrees to refer any interested parties to the Owner.
8. Lessor shall not be liable to Lessee or to any other person for any damage to or loss of property or for injury or death of person's arising from Lessee's occupation of the leased premises pursuant to this agreement. Lessee agrees to indemnify, protect and save Lessor harmless from and against any and all losses, claims, liabilities, suits and actions, judgements and costs which shall arise from or grow out of Lessee's occupation or use of the premises. Lessee shall provide to the Lessor evidence of general liability insurance in an amount not less than one million dollars which names the Lessor as an additional insured for the leased premises and shall also provide evidence of worker's compensation coverage. The insurance certificate shall be provided to the Lessor prior to the Lessee entering onto the leased premises.
9. Any notice required by this lease shall be in writing. It shall be deemed served when delivered to the other party personally, or via certified mail, to the other party at the address indicated at the end of this lease.
10. Lessee may not sublet or assign its leasehold interests.
11. Lessee shall not permit the attachments of any liens against the property.

12. It is hereby agreed by the parties to this lease that if Lessor obtains a judgement against the Lessee for breach of any provisions hereof, Lessor's contract damages will include all reasonable attorney's fees and other litigation expenses incurred by Lessor in obtaining such judgement.

In Witness whereof, the parties hereto have duly executed this lease as of the date first above written.

Lessor: City of Wausau
407 Grant Street
Wausau, WI 54403

Lessee: Lunda Construction Co.
W2332 Crosstown Road
Hilbert, WI 54129

By: _____
Signature

Print Name

By: B. Ring
Signature

BRIAN RING
Print Name

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2020 Comprehensive Fee Schedule)
Re: pet licensing penalty

Committee Action: Pending

Fiscal Impact: \$3,500

File Number: 19-1109

Date Introduced: July 14, 2020

RESOLUTION

WHEREAS, the COVID 19 pandemic and the necessary Wisconsin Safer At Home order caused interruptions in pet care and licensing along with financial hardships for many residents; and

WHEREAS, the delinquent licensing carries a significant financial burden of as much as \$120 per pet; and

WHEREAS, the ultimate goal of pet licensing is vaccination and the reuniting of owners and lost pets; and

WHEREAS, your Finance Committee has recommended waiving the filing penalty until September 15 to allow pet owners additional time to license their pets;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the penalty fee for delinquent pet licensing be waived through September 15, 2020.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: July 1, 2020

RE: Pet Licensing

Pet licensing participation is lagging in 2020. A recent review indicates that approximately 1,000 pets have yet to be licensed.

We have received feedback from residents regarding hurdles in licensing include:

- Temporary closure of vet clinics due to COVID resulting in vaccination and neuter/spade delays
- Difficulty licensing due to city hall closure and inability to use the online licensing
- In ability to afford the license due to COVID

The pet license expires on December 31 annually but payment is considered timely through the end of March.

The City's current late licensing fee is two times the license:

• Spayed dog/cat	late fee	\$ 36	license	\$18
• Not Spayed dog/cat	late fee	\$120	license	\$60

The city collected \$3,452 in late fees in 2019.

Based upon the 1,000 non-renewed pets and the challenges presented by COVID staff was interested in sending out reminders with an opportunity for residents to license with a penalty waiver through August 31.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the sign shop storage

Committee Action: *Pending*

Fiscal Impact: \$35,000

File Number: 19-1109

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source: DPW Budget
	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 ☐		

WHEREAS, the Department of Public Works is recommending a budget modification to improve storage and protect the sign shop inventory, and

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

Increase	Traffic and Signs - Capital Purchases	110-101998191	\$35,000
Decrease	Street Maintenance - Asphalt Filler	110-101592490	\$21,000
Decrease	Traffic and Sign - Supplies	110-101993630	\$14,000

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:

Katie Rosenberg, Mayor

Department of Public Works



Eric Lindman, P.E.
Director of Public Works and Utilities

TO: Finance Committee

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

DATE: July 9, 2020

SUBJECT: Sign Shop Cabinet Purchase - Budget Modification

The sign shop, housed at our streets division, needs new cabinets to store and protect our inventory properly. We have a significant inventory value of metal and blank signs that need to be protected and properly stored to keep them adequate for use. Organization is also important to keep an accurate inventory.

I am proposing to use \$21,000 from our tar budget and \$14,000 from our traffic lines/signs budget to fund the purchase and installation of these cabinets. These are being purchased under a cooperative purchase agreement, the agreement is with the UW school system.



BUSINESS SYSTEMS

Innovative Storage and Document Management Solutions

CLIENT QUOTATION

Quote # VL092619-2C

Sign Department Storage

Gordy Schultz
Traffic Maintainer / Sign Department

Wausau Department of Public Works
400 Myron Street
Wausau, WI 54401-6132



Wednesday, February 26, 2020

Submitted by:
Brad Mroczenski - Territory Manager

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FSS Business Systems, Inc. is a Registered WI S-Corporation

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8315 Enterprise Drive, #3
Wausau, WI 54401

FSS Business Systems, Inc.
www.fssBusiness.com

PHONE: 715.848.0910

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CLIENT QUOTATION

FSS Business Systems

Quote #	VL092619-2C
Sales Rep:	Brad Mroczenski - Territory Manager
Date:	2/26/2020

8315 Enterprise Drive, #3
Wausau, WI 54401
(Ph) 715.848.0910

Sold To:	Wausau Department of Public Works 400 Myron Street Wausau, WI 54401-6132	Install Site:	Wausau Department of Public Works 400 Myron Street Wausau, WI 54401-6132
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Attention:	Gordy Schultz	Project Name:	Sign Department Storage
Department:	Traffic Maintainer / Sign Department		
E-Mail Address:	Gordy.Schultz@ci.wausau.wi.us	DRAWINGS ARE CONFIDENTIAL	
Office Number:	715-261-6970		
Direct Number:	715-261-6771		
Fax Number:		Style/Color:	Midnight Blue

[illegible]

Please visit our Website at www.FSSBusiness.com

			SUB TOTAL	\$	32,338.58
ACCEPTED BY:			FREIGHT	\$	-
TITLE:			INSTALLATION SERVICES	\$	2,487.00
DATE:					
TERMS:	Net 10 Days,	Quotation valid for 30 days from above date.	Tax		-
			TOTAL	\$	34,825.58

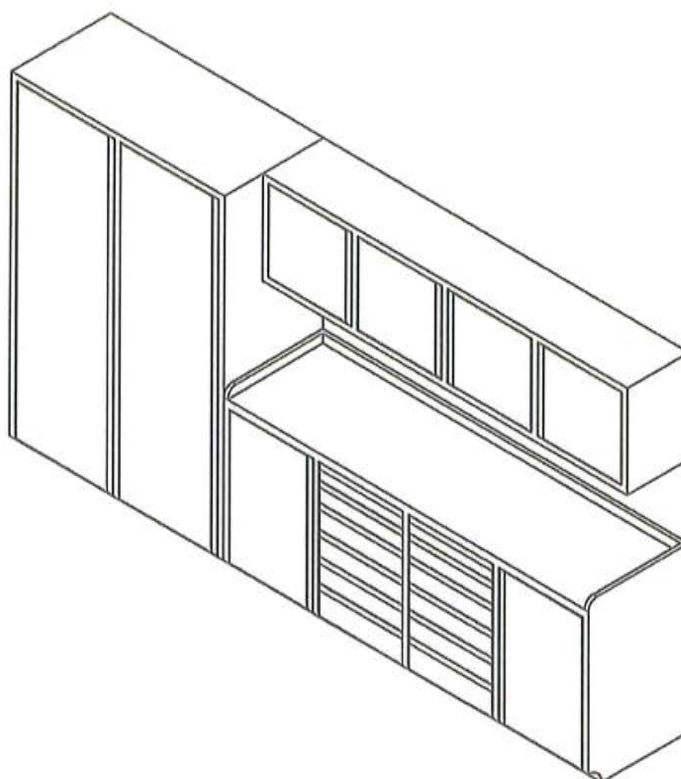
MARKETS: Business, Industrial, Education, Healthcare, Public Safety, Government, Military, Athletics, Library, Museums, Retail

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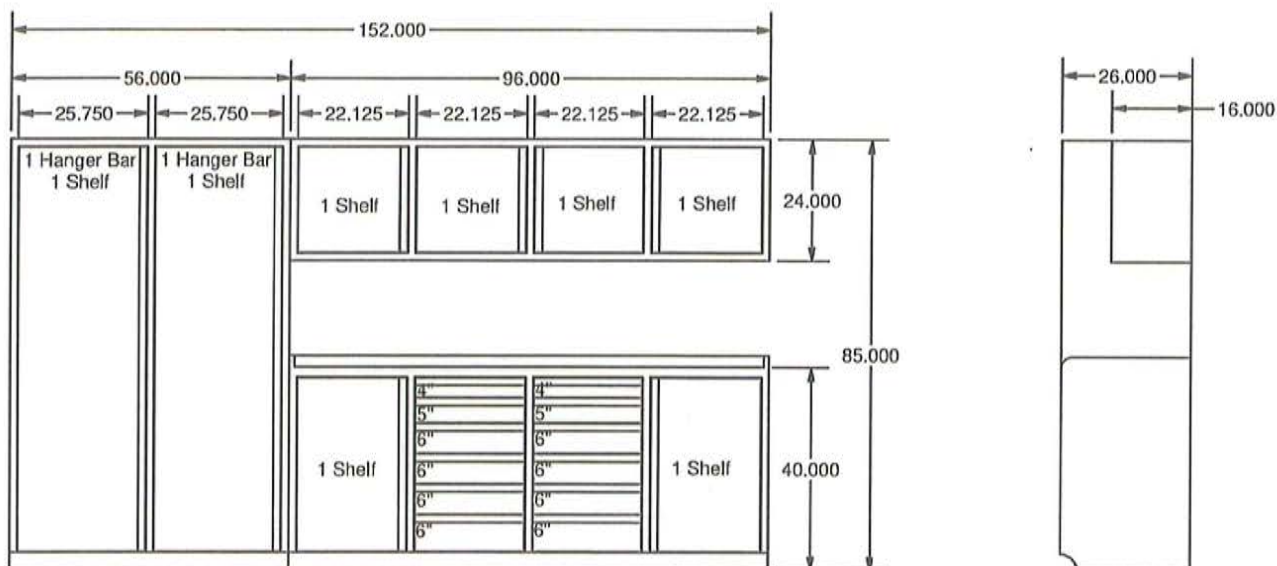
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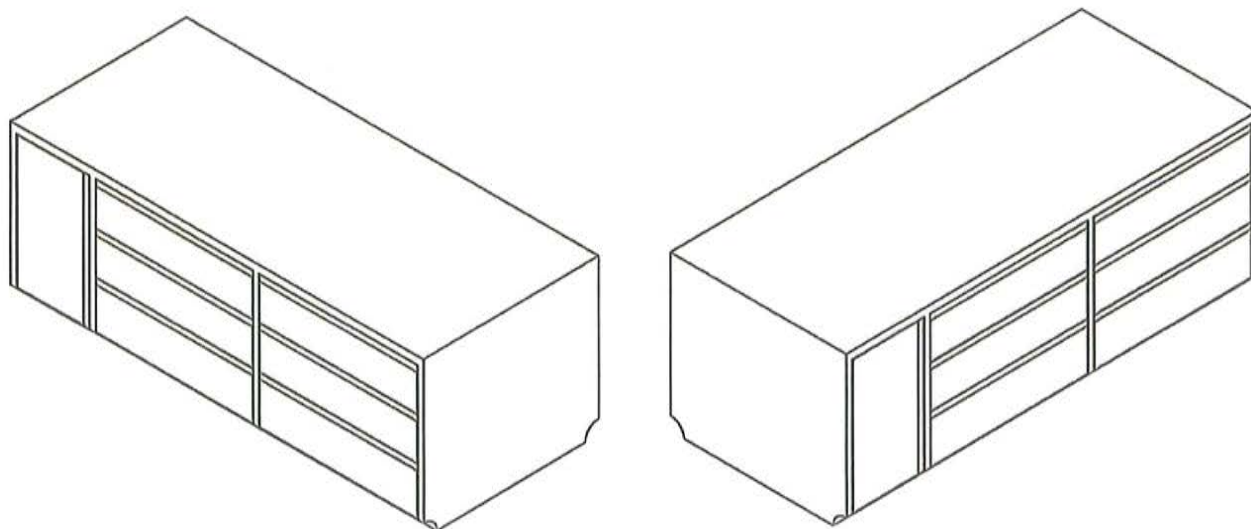


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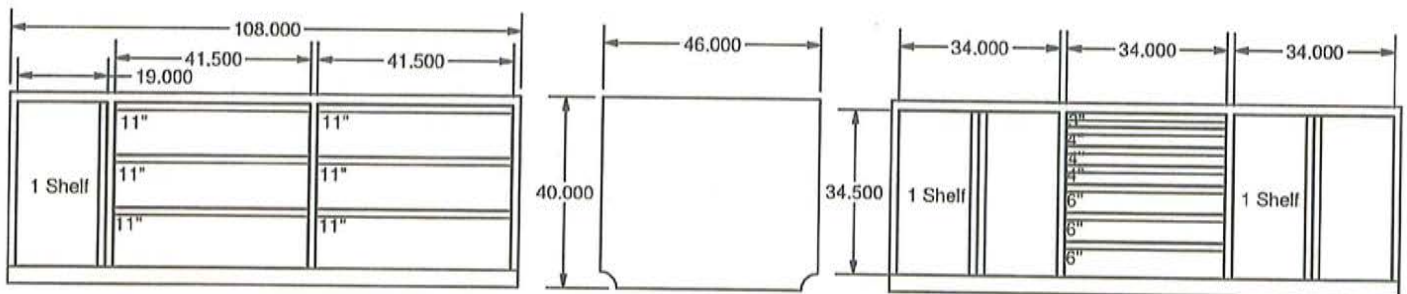
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ISLAND ASSEMBLY



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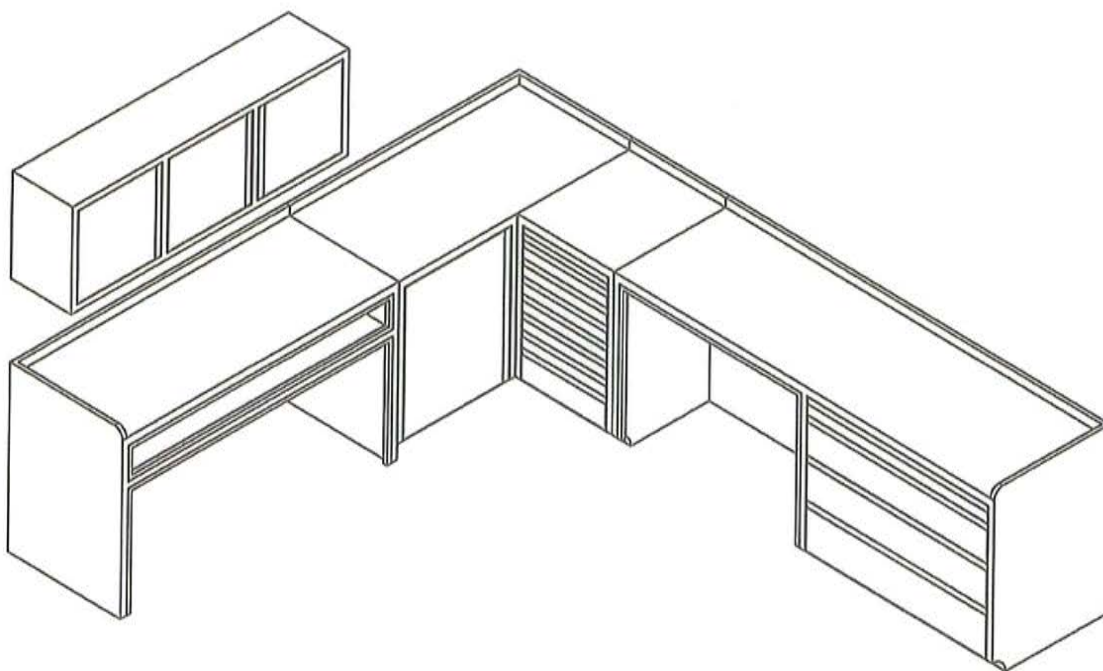
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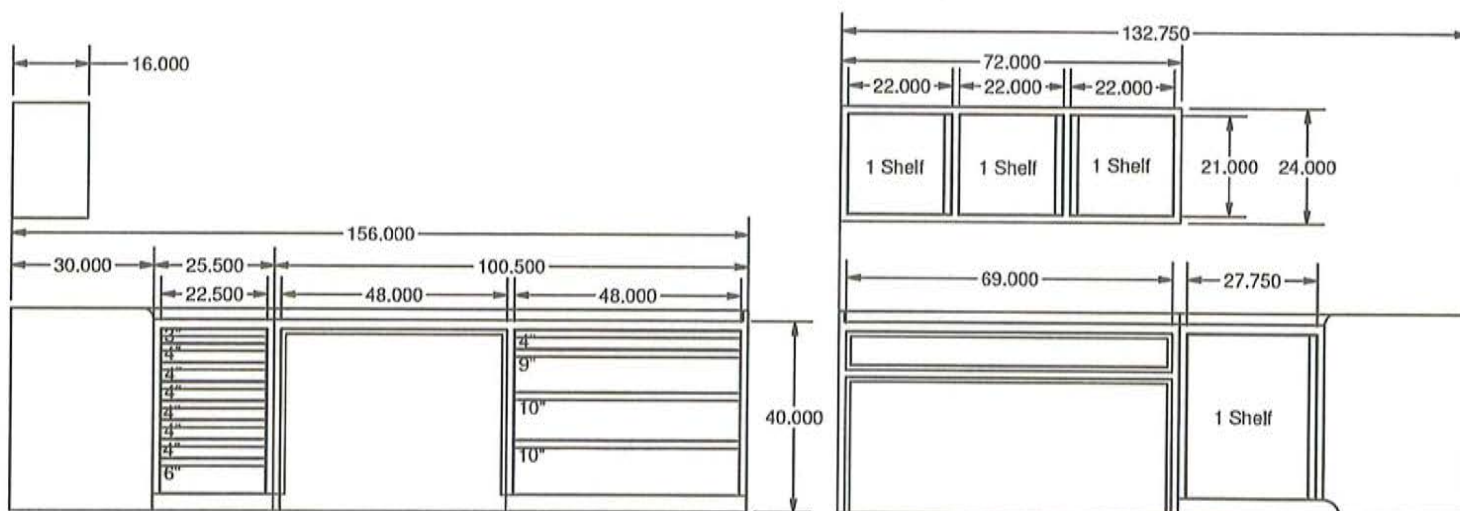
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CORNER ASSEMBLY



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Engineer:
Sheet: 6



UNIVERSITY OF WISCONSIN-MADISON

**MISCELLANEOUS FURNITURE
STORAGE**

(contract last updated 11/16/17)

SCOPE: Contract for the purchase of Miscellaneous Furniture Storage.

CONTRACT #	DESCRIPTION																										
18-5843-R1	MISCELLANEOUS FURNITURE STORAGE																										
CONTRACT ORIGIN:	ADDITIONAL INFORMATION:																										
UW-Madison Purchasing Services 21 N Park St, Ste 6101 Madison, WI 53715-1218	UW-Madison users contact: Sarah Martin (608) 265-0443 FAX (608) 262-4467 sarah.martin@wisc.edu Non-UW-Madison users contact: Vendor Representative																										
COOPERATIVE PURCHASING:	YES																										
CONTRACT TERM:	November 1, 2017 through October 31, 2020. This contract may be renewed for two additional one-year terms, through September 30, 2022, if it is determined by Purchasing to be in the best interest of the University.																										
Manufacturer:	BORROUGHS, HAMILTON SORTER, MONTEL SHELVING SYSTEMS																										
Vendor(s)	<table><tr><td colspan="3">105863</td></tr><tr><td colspan="3">FSS Business Systems Inc</td></tr><tr><td colspan="3">8315 Enterprise Dr Ste 3</td></tr><tr><td colspan="3">Wausau, WI 54401</td></tr><tr><td colspan="3"></td></tr><tr><td>Sales Representative:</td><td>PHONE #</td><td>FAX #</td></tr><tr><td>Jeff Mroczenski</td><td>715-848-0910</td><td>715-848-0911</td></tr><tr><td colspan="3">E-mail jeff@fssbusiness.com</td></tr></table>			105863			FSS Business Systems Inc			8315 Enterprise Dr Ste 3			Wausau, WI 54401						Sales Representative:	PHONE #	FAX #	Jeff Mroczenski	715-848-0910	715-848-0911	E-mail jeff@fssbusiness.com		
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Jeff Mroczenski	715-848-0910	715-848-0911																									
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RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the increase of Hot Mix for 2020

Committee Action: Pending

Fiscal Impact: \$80,000

File Number: 19-1109

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source: Street Maintenance
	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 ☐		

WHEREAS, the Department of Public Works has evaluated the best use of resources for street maintenance and recommends focusing on spot paving in 2020 and reducing crack sealing; and

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

Increase	Street Maintenance – Hot Mix	110-101594830	\$80,000
Decrease	Street Maintenance - Maint Services	110-101592490	\$80,000

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:

 Katie Rosenberg, Mayor



TO: Finance Committee

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

DATE: July 9, 2020

SUBJECT: Increase Hot Mix Budget - Budget Modification

Over the course of the past four years we have seen our overall road ratings decrease throughout the City. The City and staff continue to make street infrastructure a priority but without additional revenue streams to increase our construction budget we will continue to not keep up with the aging infrastructure.

We need to change the way we are managing our street surfaces to try and mitigate our continued maintenance costs (patching, crack sealing, etc.). In 2019 we began moving away from crack sealing in-house and contracting this work out. In place of this work we began doing more spot paving in areas where we are constantly patching. This has proved to very positive as we are able to focus on other areas and not patching the same areas over and over.

I am proposing to increase our hot mix budget as we move forward and we will be doing more paving during the summer months versus just patching. We will continue to crack seal and then seal coat but these operations will be contracted out for efficiency. We budgeted \$200,000 in 2020 for seal coating, we are proposing \$120,000 for crack sealing and then transferring \$80,000 to our Hot Mix budget.

The crack sealing will be done on the streets proposed for seal coat in 2021 and the increase in hot mix will be used for skin patching small areas of roadways.

RESOLUTION OF THE FINANCE COMMITTEE

Approving parking space lease agreement with Balding Eagle, Inc. for Athletic Park parking

Committee Action: Pending

Fiscal Impact: Cost of paving and maintaining the lot

File Number: 08-0609

Date Introduced: July 14, 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 entered into a parking agreement with Wilson-Hurd Mfg. Co., now known as Balding Eagle, Inc., from 2008 through 2017; and

WHEREAS, the city would again like to lease property from Balding Eagle, Inc. for parking by Athletic Park patrons; and

WHEREAS, Balding Eagle, Inc. is in agreement with leasing the same property; however, they are requesting the city to pave the lot; and

WHEREAS, your Finance Committee, at their July 14, 2020 meeting, discussed and approved entering into a lease agreement with Balding Eagle, Inc. for Athletic Park parking.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the property city officials are hereby authorized and directed to execute a parking space lease agreement with Balding Eagle, Inc. for parking by Athletic Park patrons, substantially in the form of the copy of which is attached hereto and incorporated herein by reference.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

MEMORANDUM

TO: Finance Committee

FROM: Anne Jacobson, City Attorney 

RE: Parking Space Lease Agreement with Balding Eagle, Inc. for Athletic Park Parking

DATE: July 6, 2020

Purpose: Approval is sought to enter into a parking space lease agreement with Balding Eagle, Inc. for Athletic Park parking.

Background: The City of Wausau entered into a parking space lease agreement with Wilson-Hurd Mfg. Co. on June 16, 2008 and executed yearly leases through December 31, 2017.

Request: The city approached Balding Eagle, Inc. (formerly Wilson-Hurd Mfg. Co.) and inquired if they would be interested in leasing their land again for parking. Balding Eagle, Inc. is agreeable to leasing a portion of their property to the city for Athletic Park parking but is requiring the city to pave the lot.

Recommendation: Approval of a parking space lease agreement with Balding Eagle, Inc.

CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT

This parking space lease agreement ("LEASE") is made this ____ day of _____, 2020, by and between BALDING EAGLE, INC., herein referred to as "LESSOR," and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein referred to as "LESSEE."

WHEREAS, LESSOR is the owner of record of certain property described as _____ ("Property"); and

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, a portion of such Property owned by LESSOR for the parking of motor vehicles for the benefit of the public while the public is attending activities at Athletic Park.

1. **LEASE.** Subject to the terms and conditions of this LEASE, LESSOR leases to LESSEE a portion of such Property owned by LESSOR as set forth on Exhibit 1 attached hereto ("PREMISES"). Parking under this LEASE shall be for the benefit of the public while the public is attending activities at Athletic Park. The LESSEE shall have the nonexclusive use of the subject PREMISES.

Permitted vehicles shall be passenger type vehicles, including motorcycles, pick-up trucks, and passenger size vans. Passenger type vehicles specifically excludes motor trucks, truck-tractors, trailers, semitrailers, motor busses, and other vehicle or combination of vehicles having a gross weight as defined in Section 340.01 of the Wisconsin Statutes or registered weight in excess of eight thousand pounds, and unregistered, unlicensed, junk or recreational vehicles. At no time shall LESSEE permit any vehicle to remain on the PREMISES in any state of disassembly, disrepair or in the process of being stripped or dismantled.

2. **TERM.** Subject to the termination provisions elsewhere in this LEASE, this LEASE shall be for a three year term beginning on _____, 2020, and ending on _____, 20____, which shall be automatically renewed for two (2) additional terms of one year each unless written notice is given by either party to the other of the intent not to renew provided not less than 30-days prior to the end of the initial lease term or the end of a renewal term.

3. **MAINTENANCE.** The parking lot on the PREMISES shall be built to specifications agreed to in writing between LESSOR and LESSEE prior to the commencement of construction, and the parking lot shall be constructed by LESSEE, at its sole cost and expense, in compliance with all applicable laws, rules and regulations. As and for consideration for the use of the PREMISES, LESSEE shall pay no rent or other fee, but shall construct the parking lot (as contemplated by the immediately preceding sentence), and shall maintain and repair such parking lot (including parking lot surface and improvements) for the duration of this LEASE.

The LESSEE shall provide all maintenance for the PREMISES, including repairs, maintaining the grass, stabilizing and grading entrances, installing identification signage, traffic control devices and signage, trash removal, and debris clean up.

4. **RULES.** All parking under this LEASE shall be subject to the ordinances of the City of Wausau.
5. **VEHICLES PARKED AT OWNER'S RISK.** LESSOR shall not be responsible for loss or damage to any vehicle whether or not such damage is caused by other vehicle(s) or person(s) in the PREMISES and surrounding area, nor loss or damage to possessions, items, or other contents left in vehicles parked in the PREMISES whether by fire, vandalism, theft or any other cause. LESSOR further is not responsible for loss, damage or injury by or to other users of the PREMISES or any other individual personal injury of any nature. LESSEE expressly acknowledges that the LESSOR shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PREMISES or to protect individuals using the PREMISES, or vehicles or property in the PREMISES, from criminal activity.
6. **DAMAGED PROPERTY.** If LESSEE, its customers, guests or employees damages any personal property at the PREMISES, or damages any equipment or other property at the PREMISES, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the LESSOR may, at its option, terminate this LEASE.

7. **TAXES.** LESSEE shall not be responsible for payment of real estate taxes.

8. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:

- a. repeated failure of LESSEE, or of his/her guests or agents, to obey city ordinances concerning security, safety, or preservation of the PREMISES, during the term of the LEASE; or
- b. failure of LESSEE to comply with any other term or condition of this LEASE, including any addenda or amendments hereto.

Upon the occurrence of an event of default, LESSOR shall notify LESSEE in writing, and LESSOR may, solely at its option, terminate this LEASE upon ten (10) day's written notice, without any penalty or liability to LESSOR, if LESSEE has not promptly cured any such default.

Additionally, this LEASE shall automatically terminate upon the sale or transfer of the PREMISES to a third party not affiliated with LESSOR.

9. **INSURANCE.** LESSEE shall maintain a commercial general liability policy with coverage at least as broad as Insurance Services Office Commercial General Liability Form including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

- | | |
|---|-------------|
| a. Each Occurrence limit | \$1,000,000 |
| b. Personal and Advertising Injury limits | \$1,000,000 |
| c. General aggregate limit
(other than Products-Completed Operation)
per location | \$2,000,000 |
| d. Products-Completed Operations aggregate | \$2,000,000 |
| e. Fire Damage limit – any one fire | \$ 250,000 |
| f. Medical Expense limit – any one person | \$ 10,000 |

Such insurance is primary coverage and any insurance or self-insurance maintained by LESSOR, its officers, agents, or employees will not contribute to a loss. All insurance shall be in full force prior to using or occupying the leased premises and remain in force until the end of the LEASE. LESSOR shall be named as an additional insured on all liability coverage and LESSEE shall provide LESSOR a certificate of insurance signed by the insurer's authorized representative evidencing the coverage required under this LEASE. All additional insured forms must be attached to the certificate of insurance. The commercial General Liability general aggregate limit must apply "per location."

10. LESSEE agrees to release, indemnify and hold harmless LESSOR, and LESSOR's employees, agents, and officers, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature made by the LESSEE or any third party which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real or personal property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the operations, actions, or omissions of LESSEE or the public in connection with the use of the PREMISES; specifically included within this release, indemnification, and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

11. LESSEE agrees to defend, indemnify and hold harmless LESSOR, and LESSOR's employees, agents, and officers from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, causes of action, administrative orders, consent agreements and orders, liabilities, and penalties arising under any applicable federal, state, or local statute, law, or regulation relating to environmental matters which are now in force or hereinafter enacted to the extent that such have been occasioned, wholly or in part, by any condition, accident, or event caused by any negligent or intentional act or omission of LESSEE, or any of LESSEE's employees, agents, officers, officials (whether hired, appointed, or elected), contractors, subcontractors, licensees, invitees (including the public), successors, and assigns on the

PREMISES which arises out of disposing, releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of "Toxic Material," "Hazardous Substances," or "Hazardous Waste" during the term of this LEASE or the performance or failure to perform any abatement activities required by any appropriate federal, state, or local government authority with regard thereto.

12. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If the PREMISES or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSOR or LESSEE, then this LEASE shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the LESSOR shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the LESSOR for damages sustained by reason of such termination.
13. **NO ASSIGNMENT.** The LESSEE may not assign this LEASE, its rights, obligations or duties hereunder without the prior written consent of the LESSOR.
14. **ENTIRE AGREEMENT/AMENDMENTS.** This LEASE constitutes the entire agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This LEASE may only be amended in writing signed by both parties. This LEASE may be executed in counterparts.
15. **SEVERABILITY.** If any covenant, condition, provision, term or agreement of this LEASE is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this LEASE will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
16. **NOTICES.** Any notice under this LEASE shall be given by email and/or U.S. first class mail with postage prepaid, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSOR: 3721 Maple Ridge Road, Wausau, WI 54403 or email at Daniel.Wieselmann@outlook.com. For LESSEE: City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403.

INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE

BALDING EAGLE, INC.

CITY OF WAUSAU

Katie, Rosenberg, Mayor

Leslie M. Kremer, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, the above named _____, to
me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, the above named _____, to
me known to be the person who executed the foregoing instrument and acknowledged the same.

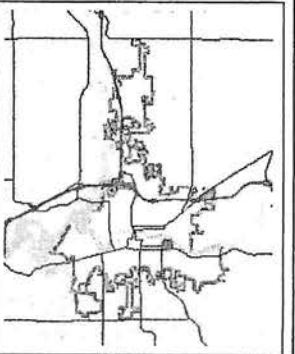
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2020 the above named Katie Rosenberg, Mayor, and Leslie M.
Kremer, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and
acknowledged the same.

Notary Public, Wisconsin
My commission: _____

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



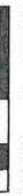
Legend

- ☐ Parcel
- ☐ Section Line/Number
- ☐ Municipality

Notes

Map Created: 6/30/2020

30.00 0 30.00 Feet



NAD_1983_2011_WSCRS_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

**Legal Description
Parking Agreement**

Wilson-Hurd Mfg. Co.
291-2907-243-0959
311 Winton Street

Part of Parcel 1 Certified Survey Map No. 1316 recorded in the Office of Register of Deeds for Marathon County in Volume 5 of Certified Survey Maps on Page 243, being part of Government Lot 1, Section 24, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The South 209 feet of said Parcel 1, except Outlot 1 of Certified Survey Map No. 12490 recorded in the Office of Register of Deeds for Marathon County in Volume 53 of Certified Survey Maps on Page 198 (said Outlot 1 being the South 34 feet of said Parcel 1).

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

**JOINT RESOLUTION OF THE FINANCE COMMITTEE
AND HUMAN RESOURCES COMMITTEE**

Creating a Sign-on or Hiring Bonus.

Committee Action: Fin Comm: Pending
HR Comm: Pending

Fiscal Impact: Up to \$10,000

File Number: 20-0709

Date Introduced: July 14, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau seeks to recruit and hire the best candidates for the position; and

WHEREAS, while the City as a whole is very successful in recruiting for vacancies, certain positions in the last several years have undergone several recruitments before being filled, usually due to recruitment difficulties such as technical experience or work conditions; and

WHEREAS, the City recently approved the ability to negotiate a higher vacation rate for high-level and difficult to fill positions, in an effort to ensure the City remains competitive in the labor market; and

WHEREAS, the use of hiring or sign-on bonuses are an increasingly common hiring practice, especially in the medical field; and

WHEREAS, employees who receive a tuition reimbursement benefit must repay that benefit according to the following schedule:

- First 12 months after receiving reimbursement – 100%
- Thirteen through twenty-four months after receiving reimbursement – 75%
- Twenty-five through thirty-six months after receiving reimbursement – 50%

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Human Resources Department shall create a hiring or sign-on bonus program of up to \$2,000, to be used for high-level positions and positions that have been identified by Human Resources as difficult to fill. The Human Resources department shall establish quantifiable criteria for the determination of an eligible position. If an employee who received a hiring bonus separates from service after hire, the hiring bonus shall be repaid to the City according to the same schedule as repayment of tuition reimbursement.

Approved:

Katie Rosenberg, Mayor

Human Resource Committee Packet

July 13, 2020

Agenda Item
Discussion and Possible Action Creating a Sign-on Bonus Program
Background
The City of Wausau has promoted several positions in the last two years which went through several recruitments before being filled, including Equipment Services Mechanic and Lab Technician. These positions face recruitment difficulties because of the technical experience required and/or work conditions such as second shift. The Common Council recently approved the ability to negotiate a higher vacation rate for certain difficult to fill or technical positions. Specifically, the following language was added: “The Human Resources Department may negotiate vacation accrual amounts outside of the above schedule for executive or other high-level positions, and to positions that have been identified by Human Resources as difficult to fill. The Human Resources Department shall establish quantifiable criteria for a determination of difficult to fill, including but not limited to having a previously unsuccessful recruitment.” In an attempt to ensure the timely filling of vacant City positions, the Human Resources Department is recommending a revision to the Employee Handbook to allow for a hiring bonus to be applied in limited circumstances, similar to those used for vacation negotiation. In today’s competitive hiring environment, more and more employers are relying on hiring bonuses to attract quality personnel. A brief search of current hiring bonuses in Wisconsin shows that hiring bonuses are largely used in the medical field, and can vary from \$250 to \$50,000.
Fiscal Impact
It is difficult to determine in advance how many positions may qualify for a hiring bonus. I would estimate the fiscal impact to vary, year from year, from \$5,000+ to \$0.
Staff Recommendation
Create a program allowing a hiring bonus of \$2,000 to be used for executive or other high-level positions, and to positions that have been identified by Human Resources as difficult to fill. The Human Resources Department shall establish quantifiable criteria for a determination of difficult to fill, including but not limited to having a previously unsuccessful recruitment. If an employee separates from service after hire, the hiring bonus shall be repaid to the City according the same schedule as tuition reimbursement: First 12 months after receiving reimbursement – 100% Thirteen (13) through twenty-four (24) months after receiving reimbursement – 75% Twenty-five (25) through thirty-six (36) months after receiving reimbursement – 50%

Human Resource Committee Packet

July 13, 2020

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

Aspirus	Weston	\$500
Aspirus	Medford	\$50,000
Milwaukee	Aurora	\$3,000
DLI	Neenah	\$10,000
Radiology Associates	Appleton	\$50,000
Mills Transfer	Black River Falls	\$1,000
Children's Hospital	Milwaukee	
Homestead Instead Senior Care	Franklin	\$200
CWT	New Berlin	\$5,000
Kindercare	Madison	\$250
Red Cross	Eau Claire	\$1,000
Lakeview Animal Clinic	Pewaukee	\$3,000
SaintV	West Bend	\$1,000
East Troy Manner	East Troy	\$250
RGL	Green Bay	\$2,250
Placon	Madison	\$250 at hire, \$250 after 6 months
Aurora	Comstock	\$500
Aurora	Grafton	\$6,000
Aurora	Spooner	\$500
State of Wi	Madison	\$2,000

Medical
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Medical
Transit
Childcare
Medical
Medical
Medical
Cleaning
Equipment Operator
Equipment Operator
Medical
Medical
Medical
Medical