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

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:	**Wednesday, August 12, 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.
Committee Reports:	BPW - Insurance Claims: April 2020 - June 2020

File #	CMT	Consent Agenda	ACT
20-0701	COUN	Minutes of previous meetings, (7/14/20)	Place on file
20-0805	CISM	Resolution Approving Temporary Limited Easement for grading at 3505 Stewart Avenue	
11-1213	HR	Resolution Approving extension of City of Wausau Biometric Health Assessment Program incentive to all employees from May 2020 until end of April 2021	Approved 5-0
19-0409	MWIC	Resolution Approving a name change for Mayor's Welcoming & Inclusivity Committee	Approved 6-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 4-0
97-0425	PH&S	Ordinance Repealing Section 12.44.030 Obstruction by railroads; and, amending Section 1.01.025(c)(1)(B) Schedule of cash deposits	Approved 4-0
03-0311	WWW	Reviewing the 2019 Compliance Maintenance Annual Report for the Wastewater Plant	Approved

File #	CMT	Resolutions and Ordinances	ACT
20-0803		Mayor's Appointments	
20-0804	CISM	Resolution Approving State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue	Approved 5-0
20-0806	CISM	Resolution Approving Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)	Approved 5-0
20-0807	FIN	Resolution Providing for the Sale of Approximately $5,445,000 General Obligation Promissory Notes, Series 2020D	Approved 4-1
20-0808	FIN	Resolution Providing for the Sale of Approximately $6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E	Approved 4-1
19-1109	FIN	Resolution Approving the 2020 budget modification for Police Capital Projects	Approved 5-0
20-0811	HR	Resolution Approving Amendment to the City's Position Management System	Approved 5-0
20-0808	HR	Resolution Approving granting Paramedic Incentive Pay to Fire Battalion Chiefs	Approved 5-0
20-0310	HR	Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).	Approved 5-0
20-0814	ED	Resolution Approving the sale of 1.92 acres of Wausau Business Campus land to Diversified Companies for $1 for the construction of a fleet maintenance facility at 1078 S. 84th Avenue	Approved 5-0
		Suspend the Rules- 6(B) Filing and 12 (A) Referral of Resolutions (2/3 vote required)	
20-0812	COUN	Resolution Creating Wausau Policing Task Force	Pending
02-0432	COUN	Ordinance Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required	Pending
20-0813	COUN	Ordinance Creating Section 1.08.035 Split shifts for election officials	Pending
20-0809	FIN	Resolution Approving contract for backup residential inspection services with the Town of Rib Mountain	Pending
20-0809	FIN	Resolution Approving contract for commercial inspection services with the Town of Rib Mountain	Pending
19-1109	FIN	Resolution Approving engagement of additional services with ACT Services and related budget modification	Pending
19-0406	FIN	Resolution Adopting Statement for purposes of ADA Title II Compliance	Pending
19-0405	FIN	Resolution Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award	Pending
		Public Comment & Suggestions	

CLOSED SESSION (If *necessary*) 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 regarding sale of Business Campus property at 1078 S. 84th Avenue to Diversified Companies

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

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: 146 089 6283 Password: R2ntdJQWH87**

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 8/06/20 @ 3:30 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.

PROCLAMATION

ADRENAL CANCER AWARENESS MONTH

Whereas, Adrenal Cortical Carcinoma is an extremely rare cancer that impact approximately 1 in a million people annually. Most doctors and oncologists will never see a single case of it in their lifetime. This lack of understanding in the medical community results in delays in diagnosis, improper surgical removal of these rare tumors, and significant delays in treatment.

Whereas, Adrenal Cortical Carcinoma is an extremely aggressive cancer with a very poor prognosis. Lack of awareness and funding for this rare cancer has resulted in only ONE approved FDA medication and that medication, often, serves to only delay progression in about 30% of patients;

Whereas, Adrenal Cancer impacts people of any age, gender, race or background, including individuals living in Wausau, Wisconsin;

Whereas, Adrenal Cancer treatment can be very disabling and this disability can result in social isolation, street on the families of those impacted and financial hardship. The closest Center of Excellence for the treatment of Adrenal Cancer are outside of the state of Wisconsin and this places extremely difficult demands upon very sick patients;

Whereas, Adrenal Cortical Carcinoma, even when removed surgically, often recurs and has a very poor prognosis, causing tremendous pain and suffering for those impacted and their loves ones;

Whereas, increased awareness about Adrenal Cortical Carcinoma, will help patients get diagnosed and treated earlier, find appropriate medical care at a Center of Excellence, raise awareness within the medical community about this rare cancer, help fund research, and foster support for individuals and families coping with Adrenal Cancer in our community;

Whereas, the Adrenal Cancer Community encourage the public to celebrate and recognize Adrenal Cancer Awareness Month each August around the world.

NOW THEREFORE, I, Katie Rosenberg, Mayor of the City of Wausau do hereby proclaim the month of

August

as

Adrenal Cancer Awareness Month

____
Katie Rosenberg
Mayor, City of Wausau
August 12, 2020

PROCLAMATION

WAUSAU VOTER RIGHTS ACT OF 1965

WHEREAS; the Voting Rights Act of 1965 was signed into law by President Lyndon B. Johnson on August 6, 1965, with civil rights leaders, including Dr. Martin Luther King Jr., present at the signing; and

WHEREAS; while the 15th Amendment made it unconstitutional for anyone to be denied the right to vote based on race or color, intentional voter disenfranchisement continued; and

WHEREAS; among the law's numerous significant provisions were the prohibitions of voter suppression tools like literacy tests at the polls, along with the institution of federal oversight and enforcement means aimed at states with a history of discriminatory election processes; and

WHEREAS; the immediate effects of the Voting Rights Act of 1965 included a significant rise in voter turnout across our country; and

WHEREAS; voting is the tool by which Americans build a government that represents them and it is the mechanism by which they hold that government accountable; and

WHEREAS; the right to vote must be closely guarded, voter participation must be actively encouraged and increased, and barriers to voting must be eliminated including supporting nonpartisan redistricting and ensuring accessibility of appropriate voter identification;

NOW, THEREFORE, I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim

August 6, 2020

as

55TH ANNIVERSARY OF THE VOTING RIGHTS ACT OF 1965

in Wausau and call on all residents to make their voices heard at the polls and exercise their right to vote.

____

Katie Rosenberg, Mayor
City of Wausau
August 12, 2020

PROCLAMATION

WAUSAU 19TH AMENDMENT RESOLUTION

WHEREAS, August 26, 2020 will mark the national centennial of the 19th Amendment officially becoming part of the United State Constitution, after the required 36 states had ratified; and

WHEREAS, The State of Wisconsin was the first state to ratify the 19th Amendment, allowing women the right to vote; and

WHEREAS, Marathon County was home to notable Wisconsin Suffragists, including Mary W. Bentley and Almedia B. Gray, who were both Wisconsin Women Suffrage Association Board officers; and

WHEREAS, the fight for women's suffrage, from the first women's rights convention to enfranchisement, lasted 72 years, with women from all walks of life, political views, and demographic backgrounds asking for the right to voice their opinions at the polls; and

WHEREAS, the state of Wisconsin took this historic vote on June 10, 1919, ratifying the 19th Amendment in the State of Wisconsin; and

WHEREAS, daughters, granddaughters, and great-granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

WHEREAS, it still took 45 more years to recognize and ratify the right to vote for all Americans; and

WHEREAS, women are running for office in record numbers, may all current politicians remember that they follow in the footsteps of these brave suffragists; and

WHEREAS, all government entities at the local, state and national level should commemorate and recognize this historic milestone and reaffirm its commitment to empowering and uplifting the voices of women.

NOW, THEREFORE IT BE RESOLVED, that I, Katie Rosenberg, Mayor of the City of Wausau, invite all residents to celebrate and recognize the 100th Anniversary of the passage of the 19th Amendment to the United State Constitution providing for women's suffrage, that honors the role of the ratification of the 19th Amendment in promoting the core values of our democracy as set forth in the Constitution of the United States and reaffirms our desire to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established by the 19th Amendment.

Katie Rosenberg, Mayor
City of Wausau
August 12, 2020

WAUSAU
WISCONSIN

RECEIVED
JUL 21 2020
CITY OF WAUSAU
CITY CLERK

To: Leslie Kremer, City Clerk

From: Board of Public Works

Date: July 21, 2020

Subject: Insurance Claims – April 2020 – June 2020
06-1215

The Board of Public Works has settled, compromised or denied the following claims during the months of January 2020 – March 2020

Date of Incident	Claimant	Claim Details	Amount of claim	Action
2/2/20	Tyler Peer 715 Werle Ave	Sewer back-up	\$4,443.53	Deny 4/14/20
3/30/20	Peggy Koehmstedt 1240 S. 7th Ave	Sewer back-up	\$250.00	Deny 4/14/20
4/21/20	Vicki Koss 901 E. Riverside Ave. Merrill	Rental property – damage to entrance door from police kicking it in – domestic abuse	\$1,500.00	Deny 5/12/20

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.

District	Alderperson	Present
1	Peckham, Patrick	YES (*WebEx*)
2	Martens, Michael	YES
3	Kilian, Tom	YES (*WebEx*)
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

District	Alderperson	Vote
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

District	Alderperson	Vote
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

Approving a Temporary Limited Easement for grading at 3505 Stewart Avenue (O'Malley)

Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number: 20-0805	**Date Introduced:** August 12, 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, O'Malley Cadillac located at 3505 Stewart Avenue would like to improve their parcel by paving the back side of their lot; and

WHEREAS, the back slope of their property is on city property; and

WHEREAS, there exists a rock wall on the back side of the lot which is failing and O'Malley Cadillac would like to regrade the slope on city property to help stabilize it; and

WHEREAS, O'Malley Cadillac will require a temporary limited easement to regrade the slope on the city parcel; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 9, 2020 meeting, discussed and approved entering into a temporary limited easement with O'Malley Cadillac.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached temporary limited easement and the proper City officials are hereby authorized and directed to execute said easement.

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.

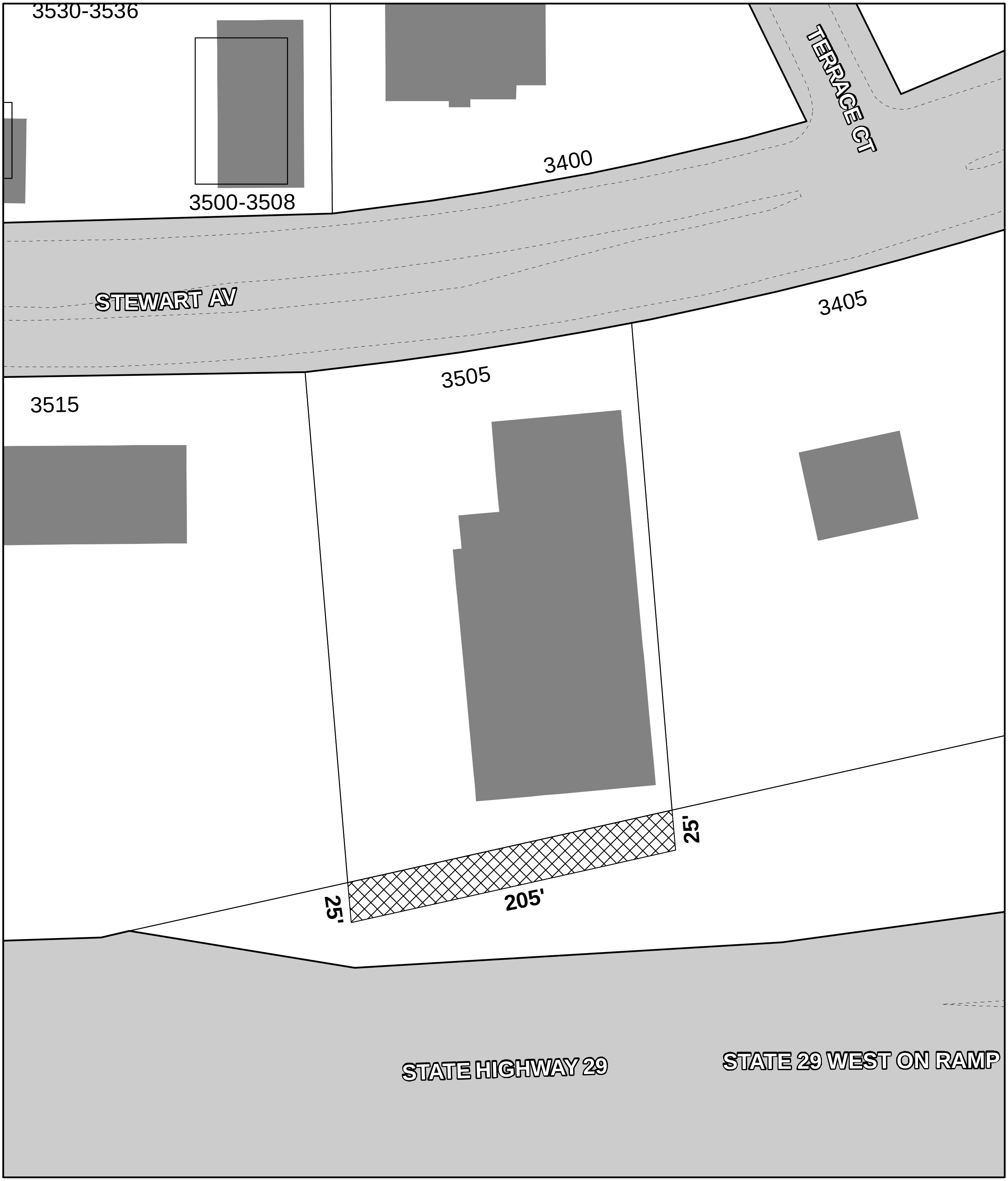
Discussion and possible action on a Temporary Limited Easement for grading at 3505 Stewart Avenue (O'Malley)

Rasmussen explained this easement is for site grading that will address issues they have on the back side of their property. Neal moved to approve the Temporary Limited Easement for grading at 3505 Stewart Avenue. Larson seconded and the motion carried unanimously 5-0.

Agenda Item No. 7

STAFF REPORT TO CISM COMMITTEE – July 9, 2020

AGENDA ITEM
Discussion and possible action on a Temporary Limited Easement for grading at 3505 Stewart Avenue (O'Malley)
BACKGROUND
City staff met with Mike O'Malley regarding their parcel at 3505 Stewart Avenue. They plan to pave the driveway around the back side of their lot and improve the parcel. The back slope for their parcel is on a City parcel, 3201 Stewart Avenue. The existing rock wall is failing and O'Malley would like to regrade this slope to help stabilize the back slope.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the easement allowing O'Malley to stabilize the slope prior to repaving their parcel.
Staff contact: Allen Wesolowski 715-261-6762



Map Date: June 23, 2020

City of Wausau

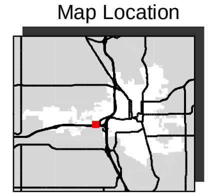
Marathon County Wisconsin

0 50 100 Feet

Legend

- Parcels
- Building Footprints
- Road Edge
- Right - of - Way
- Proposed TLE

Map Location



/citybase/projects/eng/mxds/Proposed_Easement_8x11P.mxd

Legal Description for Temporary Limited Easement
for
O'Malley Properties, LLC

(affected property)
291-2907-331-0962
3201 Stewart Avenue
City of Wausau

Part of Lot 1 Certified Survey Map No. 17310 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 108, being part of SW 1/4 of the NE 1/4, Section 33, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Westerly-most corner of said Lot 1; thence N 77°27'34" E, along the Northerly line of said Lot 1, 139.04 feet to the Southwest corner of Parcel 1 of Certified Survey Map No. 3745 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 40, the point of beginning;

Thence N 77°24'37" E, along said Northerly line 205 feet; thence S 0°00'00" E, 25 feet; thence S 77°24'37" W, 205 feet; thence N 0°00'00" W, 25 feet to said Southwest corner of Parcel 1, the point of beginning.

o:\engineering\documents\omalley-tle.docx
June 23, 2020
dfh

Document No.

TEMPORARY EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this ______ day of ____________, 2020, by and between, CITY OF WAUSAU, a municipal corporation, Grantor, and O'MALLEY PROPERTIES, LLC, a domestic limited liability company, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way upon the real estate hereinafter described at any time for grading of an existing back slope on the lands hereinafter described.

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-331-0962

The temporary easement is described as follows:

Part of Lot 1 Certified Survey Map No. 17310 recorded in the Office of Register of Deeds for Marathon County in Volume 82 of Certified Survey Maps on Page 108, being part of SW 1/4 of the NE 1/4, Section 33, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Westerly-most corner of said Lot 1; thence N 77°27'34" E, along the Northerly line of said Lot 1, 139.04 feet to the Southwest corner of Parcel 1 of Certified Survey Map No. 3745 recorded in the Office of Register of Deeds for Marathon County in Volume 14 of Certified Survey Maps on Page 40, the point of beginning;

Thence N 77°24'37" E, along said Northerly line 205 feet; thence S 0°00'00" E, 25 feet; thence S 77°24'37" W, 205 feet; thence N 0°00'00" W, 25 feet to said Southwest corner of Parcel 1, the point of beginning.

This temporary easement shall expire on the later to occur of (1) completion of the grading of the existing back slope 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.

No surface improvements shall be constructed upon or across the temporary easement lands. Grantee shall grade slope, stabilizing it at their sole cost and expense and upon proof of commercial liability insurance, insuring such activity at a level reasonable to Grantor.

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, 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: O'MALLEY PROPERTIES, LLC BY:

____________________________________ ____________________________________

Katie Rosenberg, Mayor

____________________________________ ____________________________________

Leslie M. Kremer, 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_____day of______________, 2020, the above named, ______________________ ____to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____
Notary Public, Wisconsin
My commission expires:____________________

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

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving extension of City of Wausau Biometric Health Assessment Program incentive to all employees from May 2020 until end of April 2021.

Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	11-1213
Date Introduced:	August 12, 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 Common Council established a Biometric Health Assessment program in 2011; and

WHEREAS, the US District Court for the District of Columbia has vacated the Equal Employment Opportunity Commission's (EEOC's) wellness rule effective January 1, 2019; and

WHEREAS, in 2019 the Common Council approved the Biometric Health Assessment program participation incentive be extended to all employees effective May 2018 through the end of April 2019; and

WHEREAS, the EEOC has not issued its new rule to date; and

WHEREAS, your Human Resources Committee recommends extending the participation incentive again in 2020 in expectation of the EEOC issuing its new rule; and

WHEREAS, the vendor has taken precautions to protect the staff against COVID exposure; and

BE IT RESOLVED, by the Common Council of the City of Wausau provide the Biometric Health Assessment program participation incentive to all employees effective May 2020 through the end of April 2021.

Approved:

____

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: July 13, 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 2020 Biometric Screening Wellness Program.
Vanderboom provided an overview of the City's biometric screening wellness program for the committee as well as a brief history of wellness programs' litigation in the courts, and current status. Vanderboom said that the vendor the City has used for screenings is now doing them again with safety measures in place. If the committee wishes to suspend the program for a year, Vanderboom recommended still providing the incentive to all those who sign up for health insurance, and if the decision is to proceed with the wellness program, she still recommends providing the incentive to all those who sign up for health insurance until a decision by the EEOC is made.

McElhaney asked how much is costs to offer the program to everyone. Vanderboom said that participation has drastically dropped since the incentive is not tied to participation, but that it is not an expensive program and may cost a couple grand. Vanderboom did say that since the City is no longer self-funded, the insurance company covers the cost of blood draws so there is no cost to the City if an employee with insurance goes to their doctor instead of having it done through the wellness program. McElhaney asked if this was a doubling of services; Vanderboom said it depended on what the doctor ordered and how it was coded.

Herbst asked for clarification. Vanderboom said that we could offer the program now or employees could get it done through their doctor. Herbst asked for Vanderboom's recommendation. Vanderboom said it was up to the comfort level of the committee that we'd be inviting someone in to interact with many of our employees, and if that person is sick it could be a potentially large exposure point. However, the employees would not be in contact with the vendor for more than ten minutes, so their risk of exposure would not be categorized as severe according to health department at this time. Vanderboom said that about 50% of companies have suspected their wellness programs this year.

Martens asked what the benefit is to the City at this point since participation has fallen off so drastically due to it not being tied to receiving the financial incentive at this time. Vanderboom said that the benefit is for people who participate and learn that they have a condition which they did not realize they had; when the incentive was tied to participation, the City had about 95% participation. Last year the participation rate was about 50%, which still was a decent number of participants. If the City would like to use the funds in some other way for a wellness program the City could look into this.

McElhaney reiterated that it is really an incentive for the employee to be able to monitor their health better and catch any underlying conditions that may arise. McElhaney asked how much the incentive costs the City; Vanderboom could not provide a cost at the time, but said that she would recommend regardless not to change the insurance costs to employees this year, whatever is decided. McElhaney asked what year this is for. Vanderboom said the biometric screening would happen this year but that the incentive would kick in next year. Vanderboom also went over the measures being put into place by the vendor to ensure the safety of employees who decide to participate.

An audience member asked who is paying for the program. Vanderboom said that the program was budgeted in the 2020 budget.

Motion by Martens to approve and continue the 2020 Biometric Screening Wellness Program. Second by Larson. All ayes. Motion passed 5-0.

Human Resource Committee Packet

July 13, 2020

Agenda Item
Discussion and Possible Action on 2020 Biometric Screening Wellness Program
Background
For the last two years, since the EEOC v. AARP decision, the City of Wausau has offered the biometric screening program on a voluntary basis and extended the participation incentive to all employees (regardless of participation in the program). The EEOC was ordered to establish a new method of calculating an appropriate incentive cap; to date, they have not done so. With the pandemic, the City of Wausau's biometric screening provider had paused the program for the safety of employees. However, they recently reached out stating that the program is again being offered. The City of Wausau needs to determine if: 1. We offer the program the same as last year. 2. We suspend the program for this year only in light of the pandemic.
Fiscal Impact
None, or budgetary savings
Staff Recommendation
Staff contact: Toni Vanderboom (715-261-6634)

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

RESOLUTION OF THE MAYOR'S WELCOMING & INCLUSIVITY COMMITTEE

Approving a name change for Mayor's Welcoming & Inclusivity Committee

Committee Action:	Approved 6-0
Fiscal Impact:	None
File Number:	19-0409
Date Introduced:	August 12, 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, on April 23, 2019, the Mayor's Welcoming and Inclusivity Committee was created by resolution and approved by the Common Council; and

WHEREAS, at the July 7 and July 20, 2020 meetings of the Mayor's Welcoming and Inclusivity Committee, it was discussed and recommended that the name of the committee be changed to Liberation & Freedom Committee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the name of the Mayor's Welcoming and Inclusivity Committee is hereby changed to Liberation & Freedom Committee.

Approved:

____

Katie Rosenberg, Mayor

MAYOR’S WELCOMING & INCLUSIVITY COMMITTEE
Date and Time: Tuesday, July 7, 2020 at 3:30 p.m. (Boardroom & Webex Videoconference)
Members Present: Neal, Opal-Wahoske ©, Decker, Norfleet
Members Not Present: Oyuela, Campbell, Hoen
Others Present: Mayor Rosenberg, Kathi Groeschel

6. Decide on a name for this committee

Currently the name of this committee is “Mayor’s Welcoming & Inclusivity Committee”. We would like to move away from those words. A few ideas were brought up and the committee would like to make a decision at the next meeting. The group felt it important to meet in two weeks to decide on a name and our mission and goals. A poll of dates and times will go out as soon as possible.

MAYOR'S WELCOMING & INCLUSIVITY COMMITTEE
Date and Time: Tuesday, July 20, 2020 at 3:30 p.m. (Boardroom & Webex Videoconference)
Members Present: Opal-Wahoske, Decker, Norfleet, Hoen, Campbell, Oyuela
Members Excused: Neal
Others Present: Mayor Rosenberg, Kathi Groeschel

<u>5. Discuss and action on the name of the committee</u>
Committee name ideas from the last meeting included:
• Liberation & Freedom Committee
• Anti-racism Advisory Committee
• Anti-oppression Committee
• Welcoming & Belonging Committee

Decker liked the Liberation & Freedom Committee as it is positive. Norfleet made a motion to accept the new name of this committee as Liberation & Freedom Committee. Campbell seconded the motion. Motion passed unanimously. This new name will go on the city council agenda for their approval in August.

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 4-0
Fiscal Impact:	None
File Number:	20-0108
Date Introduced:	August 12, 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, your Public Health and Safety Committee considered certain license applications at its July 20, 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

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 20, 2020, at 5:15 pm, (Council Chambers)
Members Present: Rasmussen, Herbst, Peckham, Wadinski
Members Excused: McElhaney
Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Ryan, Gisela Marks, Ashley Sampson

Consider approval or denial of various license applications.
Rasmussen reviewed the list and noted there were not any denials recommendations.

Motion by Peckham, second by Wadinski to approve the licenses as recommended by staff. Motion carried 4-0.

CLERK'S REPORT TO PUBLIC HEATH & SAFETY COMMITTEE

July 20, 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. **Class I Special Events**: All Stars Under the Stars (Concert) on The 400 Block, August 26, 2020; and Wausau Labor Day Parade, September 7, 2020. **Class II Special Events**: Wausau Marathon (CVB), August 22, 2020; Indian Tacos for a Cause - #JusticeForKozee, Riverside Park, September 12, 2020; and Eastbay Turkey Trot; Thanksgiving, November 26, 2020.

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: July 17, 2020
(715) 261-6621

PHS Date 07/20/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
135154	9020 - Public Transport Driver Renewal	SORENSON, CHERIE	6211 RANDY JAY ST WESTON WI 54476		NORTHWOODS CAB	07/09/2020	06/30/2021	Yes	Yes	
135206	9026 - Class I	,	318 S 3RD AVE, ROOM 5 WAUSAU WI 54401	WAUSAU LABOR DAY PARADE on 09-07-2020						
136318	9026 - Class I	WHITTUM, MALCOLM	1913 BROOK VIEW CT WAUSAU WI 54403	ALL STARS UNDER THE STARS on 08/26/20						
135295	9027 - Class II	LIEGL, SCOTT	219 JEFFERSON ST WAUSAU WI 54403	2020 WAUSAU MARATHON on 08-22-2020 Organized by WAUSAU CENTRAL WI SPORTS AUTH						
137040	9027 - Class II	OWENS, TAYLOR	910 TOWNLINE RD WAUSAU WI 54403	INDIAN TACOS FOR A CAUSE #JUSTICEFORKOZEE on SEPTEMBER 12, 2020 Organized by TAYLOR OWENS						
135782	9027 - Class II	SAHR, AMANDA	111 S 1ST AVE WAUSAU WI 54401	TURKEY TROT on 11-26-2020						
132563	9034 - Mobile Food Vendor	,	4404 RIB MOUNTAIN DR, 253 WAUSAU WI 54401		U-BAKE	06/25/2020	03/31/2021			
136801	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS				Yes	
136802	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS				Yes	

PHS Date 07/20/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
136049	9080 - Public Transport Driver New	BAEZA, FERNANDO	1007 S 11TH AVE WAUSAU WI 54401		ALL AMERICAN TAXI	06/18/2020	06/30/2020	Yes	Yes	
136655	9080 - Public Transport Driver New	CHEREK, KEVIN	439 1ST AVE BIRNAMWOOD WI 54414		ALL AMERICAN	07/01/2020	06/30/2021	Yes	Yes	
135945	9080 - Public Transport Driver New	GALLUP, CHELSAE	127 E THOMAS ST WAUSAU WI 54401		NORTHWOODS CAB	06/17/2020	06/30/2020	Yes	Yes	
136037	9080 - Public Transport Driver New	KALBES, KEVIN	1416 N 1ST AVE WAUSAU WI 54401		ALL AMERICAN TAXI	06/18/2020	06/30/2020	Yes	Yes	

Total Licenses **12**

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE			
Repealing Section 12.44.030 Obstruction by railroads; and, amending Section 1.01.025(c)(1)(B) Schedule of cash deposits			
Committee Action:	Approved 4-0	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	97-0425	**Date Introduced:**	August 12, 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* ☐		

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

Add ( )
Delete (———)

Section 1. That Section 12.44.030 Obstruction by railroads is hereby repealed.

Section 2. That Section 1.01.025(c)(1)(B) Schedule of cash deposits, is hereby amended to read as follows:

1.01.025 Issuance of citations. . . .

(c) Schedule of cash deposits.

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

. . .

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

. . .

Ord. No.	Offense	Deposit
12.44.020	Obstructions and encroachments of public rights of way	30.00
~~12.44.030~~	~~Obstruction by railroads~~	~~1000.00~~
12.52.020	Placing snow on streets, alleys, etc.	10.00

. . .

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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

____
Katie Rosenberg, Mayor

Attest:

____
Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 20, 2020, at 5:15 pm, (Council Chambers)
Members Present: Rasmussen, Herbst, Peckham, Wadinski
Members Excused: McElhaney
Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Ryan, Gisela Marks, Ashley Sampson

Discussion and possible action regarding Ordinance Repealing Section 9.04.032 Unnecessary blowing of railroad whistles and horns-Penalty and Section 12.44.030 Obstructions by railroads; and, amending Section 1.01.025(c)(1)(B) Schedule of cash deposits

Rasmussen stated they had originally envisioned making two changes, one that would allow the railroad to be potentially cited for blocking intersections for too long; the second is the train whistle issue, however, that may need to be left as is because it is a grandfathered provision. She explained there are "quiet zones" in the city where in exchange for an agreement with the railroad not to sound the train whistle at intersections in certain areas, the city had to invest in crossing arms to block the road. She noted there are crossing arms at intersections on S 1st Avenue and S 3rd Avenue.

Tara Alfonso indicated she reviewed city ordinances and found an existing train horn prohibition. She learned if there was an existing ordinance that pre-dated the final train whistle rule, it can be kept if force, so that will not be repealed. She noted the penalty for obstructing the intersection will need to be amended as well. She explained it has come out fairly clear from the appellate court decision in 2018 that the obstruction of the intersection by the railroad cannot be regulated. The court stated given the extensive regulations and the wording of the Federal Railroad Safety Act, municipalities cannot keep trains from blocking intersections. She noted this action is basically cleaning up our municipal code.

Motion by Wadinski, second by Peckham to approve the obstruction portion of the ordinance with the whistle portion removed as presented. Motion carried 5-0.

Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

WAUSAU
WISCONSIN

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Common Council
From: Tara G. Alfonso, Asst. City Atty
Date: July 22, 2020
Re: COMMENTS ON REPEALING W.M.C. §12.44.030 OBSTRUCTIONS BY RAILROADS

- The Wausau Municipal Code Section 12.044.030 prohibits a railroad locomotive or car from obstructing any street or alley for more than five (5) minutes. This ordinance has been in the City's code for decades.

- In the past several years there has been a good deal of litigation surrounding whether local communities have the authority to regulate railroad activities occurring within their municipal boundaries or whether they are pre-empted from doing so by the Federal Railroad Safety Act and regulations issued under the Act. Despite considerable frustration in local communities in this state and others, in particular over railroad cars blocking local municipal intersections, it appears to be well established at this point by the courts that municipalities are generally without the authority to legislate in areas relating to railroad activities excepted in limited circumstances not applicable here.

- For example, in 2015, judges in both Portage and Wood County Circuit Courts dismissed dozens of citations issued by sheriffs' deputies to Canadian National Railroad for allegedly blocking road crossings: 32 citations in Wood County and 29 citations in Portage County. The judges in those cases issued similar rulings stating that federal law prevents local governments from interfering with interstate railroad movement.

- Finally, in 2018, a case was decided by the Wisconsin Court of Appeals, which now serves as binding precedent in this state. That case held that an ordinance passed by the City of Weyauwega which prohibited any train from obstructing, for more than ten minutes, any street or highway that crosses railroad tracks unless the train is in continuous motion was preempted by the Federal Railroad Safety Act and its regulations. *City of Weyauwega v. Wisconsin Central Ltd.*, 384 Wis. 2d 382 (2018). Thus, the Court of Appeals found the ordinance, in effect, unenforceable. The facts in that case were significant to observe as in March, 2015, Wisconsin Central blocked a railroad crossing in the City for *sixty-nine minutes*. Evidence established that the response time for police, fire, and emergency service vehicles to reach northern portions of the City would increase from about one minute to anywhere between 12 to 15 minutes when the trains obstructed all or some of the City crossings because of the need to take alternate routes.

- While the City ordinance is not enforced, and is not enforceable, from time to time questions arise as to whether a citation may be issued when the railroad blocks City intersections. Accordingly, repeal of the ordinance is appropriate.

- The municipal bond schedule at W.M.C. §1.10.025 would be amended to remove the forfeiture for violation of Section 12.44.030 ($1,000.00 plus costs).

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

RESOLUTION OF WAUSAU WATER WORKS – WASTEWATER DIVISION

Reviewing the 2019 Compliance Maintenance Annual Report for the Wastewater Plant

Committee Action:	Approved
Fiscal Impact:	There is no fiscal impact to the City.
File Number: 03-0311	**Date Introduced:** August 12, 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, Wausau Water Works – Wastewater Division owns, operates, and maintains a public owned treatment works (POTW) in the City of Wausau on Adrian Street, and

WHEREAS, the Utility's POTW is authorized to discharge to the Wisconsin River under WPDES Permit No. WI-0025739-09, and

WHEREAS, by Wisconsin Administrative Code NR 208, all Wisconsin POTW's are required to submit a Compliance Maintenance Annual Report (CMAR), and

WHEREAS, Wausau Water Works – Wastewater Division has prepared the attached 2019 CMAR and acknowledges the point total in the report, and

WHEREAS, the City of Wausau is committed to address the actions set forth in the attached 2019 CMAR; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau has reviewed the attached 2019 Compliance Maintenance Annual Report from Wausau Water Works – Wastewater Division and hereby submits the Report as prescribed.

Approved:

____

Katie Rosenberg, Mayor

Minutes of August 4, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on August 4, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 31, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, MaryAnne Groat, Steve Opatik/Becher Hoppe, Tonia Westphal/Clark Dietz by WebEx.

1) **Approve Minutes of July 7, 2020 Meeting.**
   Herbst moved to approve the minutes of the July 7, 2020 meeting. Seconded by Robinson and the motion carried 5-0.

5) **Discussion and Possible Action on the WWTF Compliance Maintenance Annual Report (CMAR).**
   Lindman advised that annually we provide the CMAR to the state. Erickson prepares it with the information he has down at the wastewater facility. Erickson stated that part of it is a self-evaluation and part of it the computer plugs some numbers in for us. It was pretty harsh on us for the BOD results. He believes in January and February we should have passed because our average was 30 and the limit was 30 but if there was a rounding of the number, the computer failed us. The CMAR is sort of a self-evaluation so we can determine where we have issues and begin to address them. The BOD is what he's specifically talking about and that's under the effluent quality. There's an issue called nitrification where we want the wastewater system to break down ammonia to nitrogen and when that doesn't happen, it happens in the lab when we do the BOD test and it skews the BOD results. It's not exceeding the BOD limit we are required to comply with but on the other hand, the BOD is still absorbing oxygen. We had a problem in January because the weather was particularly cold and when the temperature of the wastewater gets low it's hard to keep these nitrifying bacteria going. Once you lose them it's hard to get it reestablished. We were fighting that through April. In addition, in March and April we had some pretty big storms that flushed through the plant so we lost some of our solids causing us to have some spikes in BOD. We ended up with 4 months that failed the BOD limit resulting in a failing grade. We understand the problem and haven't had a problem within this last year. The new plant will have several things that will help us control this better. We'll have a new final clarifier that will give us another 33% of capacity and a better system of controlling what is going on in the aeration tanks. We also failed one month for phosphorous control due to the failure of the alum pump and it caused a high spike for a short period of time, the rest of the year we did fine. This is the report for 2019. For 2020 he has a feeling we will fail the section that refers to having adequate staffing but we're working on that.

Gehin stated 30 is the limit, what computer makes the distinction that it's over 30. Erickson advised our limit is 30, not 30.0. So when we get 30.4 the computer just compares it to 30 and does not round down. It's kind of splitting hairs but we don't want to be that close to the limit anyway. Gehin asked if it's the DNR computer. Erickson advised yes although he doesn't see it as a big deal because we shouldn't be that close to the limit.

Force asked Erickson to summarize what we will have at the upgraded plant that will prevent these BOD excursions. Erickson responded the new facility will have an anoxic zone prior to the aeration basins and we will have better control over PH and other parameters. There will also be more aeration tanks which will be much more beneficial for nitrification. We will also have another final clarifier.

Force asked what the ramifications are with this report. Erickson advised nothing happens. It's more about not hiding things from the commission. This is to point out issues and to work together to take care of them.

Motion by Gehin to pass this on to council. Seconded by Herbst. Motion carries 5-0.

Adjourn.

Meeting adjourned.

Michelle Weasler, Recording Secretary
S:\WaterWorks\Common\WaterCommission\2020\September\WWWC_20200804_Minutes.doc.

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	4.2266	x	285	x	8.34	=	10,061
February	4.0666	x	302	x	8.34	=	10,251
March	5.9645	x	227	x	8.34	=	11,304
April	7.6888	x	171	x	8.34	=	10,980
May	6.4601	x	199	x	8.34	=	10,704
June	5.3578	x	206	x	8.34	=	9,186
July	5.9178	x	227	x	8.34	=	11,216
August	4.8744	x	262	x	8.34	=	10,632
September	5.4208	x	234	x	8.34	=	10,571
October	5.5093	x	234	x	8.34	=	10,750
November	4.3755	x	271	x	8.34	=	9,887
December	4.7937	x	257	x	8.34	=	10,278

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	8.2	x	90	=	7.38
		x	100	=	8.2
Design BOD, lbs/day	17000	x	90	=	15300
		x	100	=	17000

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	1	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		1	0	0	0
Points		2	0	0	0
Total Number of Points					**2**

2

Compliance Maintenance Annual Report

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY) 2019-04-09

○ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

● Yes

○ No

If Yes, please explain:

Minor issues were addressed through our pretreatment program. No violations that resulted in noticeable upsets at the wastewater plant

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
● Yes	● Yes	● Yes
○ No	○ No	○ No

5.2 Did you receive septage at your faclity? If yes, indicate volume in gallons.

Septic Tanks

● Yes 225525 gallons

○ No

Holding Tanks

● Yes 6082072 gallons

○ No

Grease Traps

○ Yes gallons

● No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Grease accumulates on our primary clarifiers and some may be from grease traps. We need to develop a FOG program and find or provide a location that accepts waste from grease traps.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes

● No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- ● Yes
- ○ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Village of Brokaw - WWTP Sludge (205,000 gals.), Advanced Disposal Transfer Station Rainwater (175,950 gals.), REI Monitoring Well Purge Water (7,941 gals.), WAULECO - Remediated Groundwater (10,886,978 gals.), Village of Weston Landfill Condensate (5,000 gals.), Marathon County Landfill Leachate (468,600)

Total Points Generated	2
Score (100 - Total Points Generated)	98
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	30	1	1	1
February	30	27	30	1	1	1
March	30	27	31	1	1	1
April	30	27	34	1	1	1
May	30	27	20	1	0	0
June	30	27	15	1	0	0
July	30	27	8	1	0	0
August	30	27	12	1	0	0
September	30	27	14	1	0	0
October	30	27	18	1	0	0
November	30	27	15	1	0	0
December	30	27	15	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					4	4
Points					28	12
Total number of points						**40**

40

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

The BOD exceedances were determined to be caused by nitrification issues. We modified operating procedures to try to maintain nitrification but the issue did not improve until the wastewater temperatures warmed up. This is a seasonal problem and we have not had any exceedances in 2020. The plant upgrades now under construction will allow us to maintain better control in future years.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes — Enter last calibration date (MM/DD/YYYY): 2019-04-09

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

Maintaining Nitrification

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ● Yes
- ○ No

If Yes, please explain:

We had a few instances of low pH

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- ○ Yes
- ● No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ○ Yes
- ○ No
- ● N/A

Please explain unless not applicable:

Total Points Generated	40
Score (100 - Total Points Generated)	60
Section Grade	**F**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	6	1	0	0
March	30	27	13	1	0	0
April	30	27	11	1	0	0
May	30	27	6	1	0	0
June	30	27	7	1	0	0
July	30	27	5	1	0	0
August	30	27	6	1	0	0
September	30	27	7	1	0	0
October	30	27	7	1	0	0
November	30	27	6	1	0	0
December	30	27	10	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					**7**	**3**
Exceedances					0	0
Points					0	0
Total Number of Points						**0**

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.698	1	0
February	1	0.695	1	0
March	1	0.551	1	0
April	1	0.419	1	0
May	1	1.006	1	1
June	1	0.640	1	0
July	1	0.621	1	0
August	1	0.783	1	0
September	1	0.791	1	0
October	1	0.954	1	0
November	1	0.796	1	0
December	1	0.679	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				**10**
Exceedances				1
Total Number of Points				**10**

10

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Our limit is 1.0 mg/l and 1.006 rounds to 1.0, so it is not technically a violation. The problem we had in May was that our alum pump failed giving high results for 3 days and skewing our average. The system worked well, and numbers were in compliance, for the rest of the year.

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	**B**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

☒ Land applied under your permit
☐ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☒ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?
4294.10 acres

2.1.2 How many acres did you use?
313.3 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

○ Yes (30 points)
● No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

● Yes
○ No (10 points)
○ N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			5.22			<4.71		<5.52		<2.91				0	0
Cadmium		39	85			.72			.757		.683		.798				0	0
Copper		1500	4300			369			453		402		353				0	0
Lead		300	840			23.8			23		28.3		26.2				0	0
Mercury		17	57			.51			.541		.915		.405				0	0
Molybdenum	60		75			15.2			16		18.8		19.3			0		0
Nickel	336		420			23.9			33.4		<.561		<.295			0		0
Selenium	80		100			<3.23			<10.3		<12		<6.36			0		0
Zinc		2800	7500			580			662		640		555				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

● 0 (0 Points)

- ○ 1-2 (10 Points)
- ○ > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- ○ Yes
- ○ No (10 points)
- ● N/A - Did not exceed limits or no HQ limit applies (0 points)
- ○ N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- ● 0 (0 Points)
- ○ 1 (10 Points)
- ○ > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- ○ Yes (20 Points)
- ● No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	**002**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2019 - 03/31/2019
Density:	19,511
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

Outfall Number:	**002**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2019 - 06/30/2019
Density:	17,842
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

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Outfall Number:	**002**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2019 - 09/30/2019
Density:	25,388
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

Outfall Number:	**002**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2019 - 12/31/2019
Density:	47,788
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

○ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	**002**
Method Date:	03/14/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>=38
Results (if applicable):	41.50

Outfall Number:	**002**
Method Date:	06/06/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	66.10

Outfall Number:	**002**
Method Date:	08/15/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	66

Outfall Number:	**002**
Method Date:	10/01/2019
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>=38
Results (if applicable):	53.50

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

0

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ● >= 180 days (0 Points)
- ○ 150 - 179 days (10 Points)
- ○ 120 - 149 days (20 Points)
- ○ 90 - 119 days (30 Points)
- ○ < 90 days (40 Points)
- ○ N/A (0 Points)

6.2 If you checked N/A above, explain why.

0

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

Wet weather interfered with sludge spreading in the fall of 2018 so some biosolids were landfilled in early 2019. Weather conditions were better in the spring and fall of 2019.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility | Last Updated: 7/30/2020 | Reporting For: **2019**

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing
1.1 Was your wastewater treatment plant adequately staffed last year?
- ● Yes
- ○ No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?
- ● Yes
- ○ No

If No, please explain:

2. Preventative Maintenance
2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?
- ● Yes (Continue with question 2) ☐☐
- ○ No (40 points)☐☐

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?
- ● Yes
- ○ No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?
- ● Yes
  - ○ Paper file system
  - ○ Computer system
  - ● Both paper and computer system
- ○ No (10 points)

0

3. O&M Manual
3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?
- ● Yes
- ○ No

4. Overall Maintenance /Repairs
4.1 Rate the overall maintenance of your wastewater plant.
- ○ Excellent
- ○ Very good
- ● Good
- ○ Fair
- ○ Poor

Describe your rating:

Two additional employees were approved for 2020

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Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020

Reporting For: **2019**

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility | Last Updated: 7/30/2020 | Reporting For: **2019**

Operator Certification and Education

1. Operator-In-Charge
1.1 Did you have a designated operator-in-charge during the report year?
- ● Yes (0 points)
- ○ No (20 points)

Name: DAVID A ERICKSON

Certification No: 34268

0

2. Certification Requirements
2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.)
- ● Yes (0 points)
- ○ No (20 points)

0

3. Succession Planning
3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?
- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- ○ Averaging 6 or more CECs per year.
- ○ Averaging less than 6 CECs per year.

Advanced Certification:

- ● Averaging 8 or more CECs per year.
- ○ Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Financial Management

1. Provider of Financial Information

Name: Valerie Swanborg

Telephone: (715) 261-6646 (XXX) XXX-XXXX

E-Mail Address (optional): valerie.swanborg@ci.wausau.wi.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2019

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2019

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 1,758,783.01
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		$ 1,758,783.01
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 139,408.12

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 1,898,191.13

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None

3.3 What amount should be in your Replacement Fund? $ 1,587,052.00 **0**

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below.☐☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Northwestern Lift Station	200000	2021
2	Sewer Sliplining (annual)	425000	2020
3	Crocker St. Lift Station	200000	2021
4	Lift Station Forcemain Cleaning	200000	2020
5	Interceptor Line MH Reconstruction	750000	2021
6	Airport Lift Station Bar Screen	300000	2020
7	Plant Upgrade Project	20000000	2020
8	Plant Upgrade Project	30000000	2021
9	Plant Upgrade Project	30000000	2022
10	Industrial Park LS Pump Addition	400000	2020

5. Financial Management General Comments

We have started a major plant upgrade that is expected to be completed 2022

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 25

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	46,342	94
February	43,522	90
March	47,105	76
April	42,986	89
May	38,462	93
June	29,496	27
July	28,998	32
August	25,906	25
September	23,854	25
October	25,456	28
November	40,804	135
December	40,203	139
Total	**433,134**	**853**
Average	**36,095**	**71**

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Upgrade pumps and controls, install VFDs, clean force mains

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	130,712	131.02	998	311.89	419	14,728
February	113,291	113.86	995	287.03	395	14,538
March	122,725	184.90	664	350.42	350	11,118
April	129,517	230.66	562	329.40	393	7,830
May	178,984	200.26	894	331.82	539	5,386
June	195,945	160.73	1,219	275.58	711	2,595
July	162,024	183.45	883	347.70	466	1,183
August	184,457	151.11	1,221	329.59	560	1,336
September	180,348	162.62	1,109	317.13	569	482
October	129,055	170.79	756	333.25	387	2,721
November	116,169	131.27	885	296.61	392	8,542
December	110,033	148.60	740	318.62	345	10,136
Total	**1,753,260**	**1,969.27**		**3,829.04**		**80,595**
Average	**146,105**	**164.11**	**911**	**319.09**	**461**	**6,716**

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

☐ Aerobic Digestion
☒ Anaerobic Digestion
☐ Biological Phosphorus Removal
☐ Coarse Bubble Diffusers
☒ Dissolved O2 Monitoring and Aeration Control
☐ Effluent Pumping
☒ Fine Bubble Diffusers
☒ Influent Pumping
☒ Mechanical Sludge Processing
☐ Nitrification
☒ SCADA System
☒ UV Disinfection
☒ Variable Speed Drives
☐ Other:

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Replace boilers, VFDs, Biogas Controls

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

○ No
● Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off
☒ Building Heat
☒ Process Heat
☒ Generate Electricity
☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

● No
○ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 | Reporting For: **2019**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ● Yes
- ○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Replace Siphon Lines, Clean Industrial Park force main

Did you accomplish them?

- ○ Yes
- ● No

If No, explain:

Sturgeon Eddy Siphon replaced, Thomas Street Siphon to be replaced in 2020, working on easements for Industrial Park force main

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Wausau Municipal Code Ch 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-06-09

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

☒A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
☒ A description of routine operation and maintenance activities (see question 2 below)
☐ Capacity assessment program
☒ Basement back assessment and correction
☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☐ Training
☐ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☐ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	15	% of system/year
Root removal	3	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	8.3	% of system/year
Manhole inspections	12	% of system/year
Lift station O&M	2	# per L.S./year
Manhole rehabilitation	1.3	% of manholes rehabbed
Mainline rehabilitation	2.4	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020

Reporting For: **2019**

Private sewer I/I removal: 0 % of private services

River or water crossings: 48 % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Sturgeon Eddy Siphon replaced, Thomas Street siphon to be replaced in 2020

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

48.2	Total actual amount of precipitation last year in inches
32.4	Annual average precipitation (for your location)
232	Miles of sanitary sewer
25	Number of lift stations
1	Number of lift station failures
1	Number of sewer pipe failures
20	Number of basement backup occurrences
77	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.04	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.09	Basement backups (number/sewer mile)
0.33	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume (MG)
0	5/23/2019 2:30:00 PM - 5/23/2019 4:00:00 PM	Intersection of Central Drive and Sherman Road (44.95083, -89.68168)	Plugged Sewer	0.0006 - 0.0006

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurences in the future?

Replace Trails End Lift Station force main planned for 2021

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ● Yes
- ○ No

If Yes, please describe:

Flow increases significantly with spring thaw and storm events

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ○ Yes
- ● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

I&I has remained relatively unchanged

5.4 What is being done to address infiltration/inflow in your collection system?

I&I Study scheduled for 2020

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 | Reporting For: **2019**

Grading Summary

WPDES No: 0025739

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	F	0	10	0
TSS	A	4	5	20
Phosphorus	B	3	3	9
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**32**	**85**
GRADE POINT AVERAGE (GPA) = 2.66				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: 7/30/2020 Reporting For: **2019**

Resolution or Owner's Statement

Name of Governing Body or Owner: Wausau Water Works

Date of Resolution or Action Taken: 2020-08-12

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = F

The wastewater plant has frequently struggled with nitrification issues that cause artificially high BOD results. It was a particular problem in 2019 because of very cold temperatures in January and the problem did not resolve until water warmed up in May. We have not had a serious problem during the winter of 2020 and the new plant upgrades will provide much better control when completed in 2022 or 2023.

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = B

The problem we had in May of 2019 was caused by a pump failure that was resolved within 3 days. The system worked well during the rest of the year.
The plant upgrade will include replacing that pump and the SCADA monitoring.

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

The force main at the Trails End Lift station ruptured on April 23, 2019. It was promptly repaired but this is the second time we have had a problem with it. We are planning to replace as time and our budget allows.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 2.66

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility	Last Updated:	Reporting For:
	7/30/2020	**2019**

The wastewater plant has performed well for us but we recognize it has some aging issues. The plant upgrade currently in progress is extensive and will be completed in 2023.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Capital Improvements Program (CIP) Committee, Ethics Board*

File Number: 20-0803 **Date Introduced:** August 12, 2020

Capital Improvement Program (CIP) Committee

Ed Gale (N) *Replacing Dan Lemmer	404 Weston Ave	Term Exp 4/30/22	715-928-0014

Ethics Board

Brian Mason (1) *New Appointment	715 Steuben St	Term Exp 4/30/25	314-707-7591
Mary Thao (1) *New Appointment	506 Sherman St	Term Exp 4/30/25	612-345-2697
Robyn DeVos (1) *New Appointment	3311 N 11th St	Term Exp 4/30/25	715-842-2291

(N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor

Office of the Mayor
Katie Rosenberg

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

MEMORANDUM

DATE: August 6, 2020
TO: Leslie Kremer, City Clerk
Mary Goede, Deputy City Clerk
FROM: Mayor Katie Rosenberg
RE: Appointments to Boards, Committees and Commissions

I would like the following new appointments placed on the August 12, 2020 Council Agenda. Please call with any questions. Thank you.

CIP (Capital Improvement Program)
(New Appointment – Replacing Dan Lemmer - Term expires 4/30/22)
Ed Gale
404 Weston Avenue
Wausau, WI 54403
715-928-0014
eggale@charter.net

Ethic Board
(New Appointment – Term expires 4/30/25)
Brian Mason (see short bio attached)
715 Steuben Street
Wausau, WI 54403
(314-707-7591
brian@uuwausau.org

(New Appointment – Term expires 4/30/25)
Mary Thao
506 Sherman St.
Wausau, WI 54401
612-345-2697
marythaowausau@gmail.com

(New Appointment – Term expires 4/30/25)
Robyn DeVos (see short bio attached)
3311 N. 11th Street
Wausau, WI 54403
715-842-2291
rdevos@crooks-law.com

Office of the Mayor
Katie Rosenberg

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

Brian Mason – Ethics Board - Bio Statement from the Citizen Participation Form

"As a local clergyman, I have a desire to serve the community in meaningful and impactful ways beyond the walls of my church. The Ethics Board interests me because I have spent years thinking about how laws and policies are manifest in the world as they come into contact with the people who interact with them generally and at specific moments in time."

"Prior to my calling as a pastor here in Wausau, I served as a hospital chaplain in adult and pediatric teaching and research level one trauma centers. I was a member of the ethics committee in both hospitals (St Louis University Hospital, Cardinal Glennon Children's Hospital)."

Robyn DeVos – Ethics Board - Bio Statement from the Citizen Participation Form

"As lawyers are held to an extremely high ethical standard, I can bring 14+ years of knowledge and experience to this committee. Further, as a part of an attorney's legal education credits, we are required to complete ethics courses per reporting period."

"Although I have had a lot of opportunity to serve on various committees within my church and in my legal profession, I have not directly served the City of Wausau. I have great pride in this city and would like to be a part of making sure it is held to a high ethical standard.

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue

Committee Action:	Approved 5-0
Fiscal Impact:	This is a cost share for which the City is responsible for 30% with 70% federal funding. Federal funding is limited to $2,730,000. Construction costs to be budgeted for in 2024. Design costs are estimated to be $250,000, with the City 100% responsible. Design costs are included in the 2021 budget request.
File Number: 20-0804	**Date Introduced:** August 11, 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: During design & construction billing by DOT*
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, Stewart Avenue is a major east/west corridor on the west side of the Wisconsin River; and

WHEREAS, the existing facility is a two-lane rural cross-section roadway that was last improved in 1994; and

WHEREAS, the existing pavement is an asphalt overlay over concrete, which is currently rated a 3 and has experienced significant deterioration; and

WHEREAS, the proposed project is a reconstruction of 7,700 feet of roadway that would provide a new asphaltic surface, 5-foot asphalt shoulder for 3,400 feet and curb and gutter for 3,400 feet, 6-foot sidewalk for 4,400 feet, signals, pavement markings, replacement of 1,000 feet of 12-inch to 15-inch lateral storm sewer lines and 4,000 feet of 18-inch to 36-inch trunk storm sewer lines; and

WHEREAS, the project would also include installation of new sewer and water utilities fully funded by the City; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 100 percent of the cost of the design, 100 percent of state design review estimated at $22,200; 30 percent of participating construction estimated at a total $3,900,000; 100 percent of non-participating construction estimated at $1,500,000, and 100 percent of state construction review estimated at $567,000; and

WHEREAS, the total project (not including design) is estimated to be $5,989,200, of which the City's share is estimated to be $3,259,200; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on July 9, 2020 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to Stewart Avenue from South 72nd Avenue to South 48th Avenue.

Approved:

____

Katie Rosenberg, Mayor

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 a State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue

Rasmussen said Stewart Avenue from 48th Avenue to 72nd Avenue is in rough shape and has been patched a lot. STP Urban funding has been secured from the MPO. Wesolowski explained there is a competitive process through the MPO to obtain STP Urban funding. Local communities submit projects which are scored by the group based on the amount of traffic, the importance to the community, and other factors. This funding cycle is a 70/30 cost split for participating items. Sewer and water are not included in participating items, which is estimated at $1.5 million. Participating items are estimated at $2.7 million in federal funds with the municipality responsible for the other $1.1 million. The City would be responsible for state review as well. In 2024 there would be a commitment by the City of $3.3 million, which $1.5 million of that would be paid for by the Utility. Rasmussen stated a segment of the road is in a TID and we may be able to find some increment to help.

Wadinski moved to approve the State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue. Seconded by Neal.

Larson asked if the $3.3 million has been budgeted for. Rasmussen said if this is approved, it will go into the 2024 budget. Larson asked if there was any way to put money aside for this from now until 2024. Rasmussen explained we operate with a balanced budget. What we budgeted for we spend. Any surplus is moved to contingency, carried over, or returned to the general fund. Ryan feels future budgets could plan on a reserve to put money away for future years. Rasmussen indicated Groat would have to plan as some funds either need to be spent down or returned to the general fund.

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

Agenda Item No. 4

STAFF REPORT TO CISM COMMITTEE – July 9, 2020

AGENDA ITEM
Discussion and possible action on a State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue
BACKGROUND
Engineering staff applied for and received STP Urban funding for the reconstruction of Stewart Ave. This funding was a competitive application administered by the MPO. Terms for the funding are included in the attached agreement. Construction is scheduled for 2024.
FISCAL IMPACT
Financial terms are in the SMA. Staff has included $250,000 in the 2021 capital budget to hire a consultant and begin the design phase. Construction funding would need to be scheduled for 2024.
STAFF RECOMMENDATION
Staff recommends approving the SMA and programming appropriate funding in future years to support the design and fund the project.
Staff contact: Allen Wesolowski 715-261-6762

STP-Rural and Small STP-Urban (206) Standard SMA

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT **Program Name: STP-Urban** **Population Group: 50,000-200,000** **Sub-program #: 206** **Cycle: 2020-2025**	Date: May 26, 2020 I.D.: 6999-09-02/72 Road Name: Stewart Avenue Limits: S 72nd Avenue to S 48th Avenue County: Marathon Roadway Length: 1.5 miles Functional Classification: Minor Arterial Project Sponsor: City of Wausau

The signatory, City of Wausau, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing facility is a two-lane rural cross-section roadway that was last improved in 1994. The pavement is an asphalt overlay over concrete and has a total pavement width of 24 feet. The shoulders are gravel and are 4 feet wide. The current pavement rating is 3 and has experienced significant deterioration. There is no existing sidewalk. There are no known safety issues.**

Proposed Improvement - Nature of work: **The proposed project is a reconstruction of 7,700 feet of roadway. The facility will be a combination of rural and urban cross-section. There will be rural cross-section for 0.6 miles and urban cross-section for 0.8 miles. The new pavement will be hot mix asphalt and have a total pavement width of 24 feet. The project will have 5-foot asphalt shoulders for 3,400 feet and curb and gutter for 3,400 feet. There will be a 6-foot sidewalk for 4,400 feet. The project will also install signals, and both temporary and permanent pavement marking. The project will replace 1,000 feet of 12-inch to 15-inch lateral storm sewer lines and 4,000 feet of 18-inch to 36-inch trunk storm sewer lines.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **The City of Wausau will be installing new sewer and water utilities which will be funded with 100% local funds.**

The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:

Project design and oversight costs are 100% funded by the municipality. Project construction costs are funded with 70% federal/state funding up to a funding limit of $2,730,000. The Municipality agrees to provide the remaining 30% and any funds in excess of the $2,730,000 federal/state funding limit. **Note:** Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of $2,730,000 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Municipal Funds**	**%**
ID 6999-09-02					
Design			0%		100%
State Review	$22,200	$0	0%	$22,200	100%
ID 6999-09-72					
Participating Construction	$3,900,000	$2,730,000	70% MAX	$1,170,000	30% + BAL
Non-Participating Construction	$1,500,000	$0	0%	$1,500,000	100%
State Review	$567,000	$0	0%	$567,000	100%
Subtotal	**$5,967,000**	**$2,730,000**		**$3,237,000**	
Total Est. Cost Distribution	**$5,989,200**	**$2,730,000**	N/A	**$3,259,200**	N/A

*Design ID# 6999-09-02 is 100% funded by the Municipality including state oversight costs.
*Construction ID# 6999-09-72 federal/state funding is limited to $2,730,000 as identified by the MPO.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Wausau** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

STP-Rural and Small STP-Urban (206) Standard SMA

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

   a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

   b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

   c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.

   d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

   e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.

   f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

   g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

   h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

   a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

   b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

   c. Storm sewer mains necessary for the surface water drainage.

   d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. State review services for construction.

5. The work will be administered by the State and may include items not eligible for federal participation.

6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

h. Preliminary engineering and design.

i. Design state review services.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.

15. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates to State upon request.

    f. Provide relocation orders and real estate plats to State upon request.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (WisDOT *Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

   The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 STP-Urban project funding conditions:

    a. ID 6999-09-02: Design is funded 100% by the Municipality. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 0% with federal funding and 100% by the Municipality.

    b. ID 6999-09-XX: Real estate acquisition is funded 100% by the Municipality.

    c. ID 6999-09-XX: Railroad items are funded 100% by the Municipality.

    d. ID 6999-09-XX: Utility items are funded 100% by the Municipality.

    e. ID 6999-09-72: Construction:

        i. Costs for construction, construction engineering, and construction state oversight are funded with 70% federal funding up to a funding limit of $2,730,000, when the Municipality agrees to provide the remaining 30%, and any funds in excess of the $2,730,000 federal funding limit. Note: Due to the MPO receiving a maximum amount of funding per program over a total of multiple projects, the percentages do not reflect a true 70/30%.

        ii. Non-participating costs for installing sanitary sewer and water utilities are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving a Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)

Committee Action:	Approved 5-0		
Fiscal Impact:	None		
File Number:	20-0806	**Date Introduced:**	August 12, 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 plans to construct a connector trail from North 1st Street west to the Riverfront trail; and

WHEREAS, a retaining wall will also need to be constructed due to grade issues and will impact the properties at 800 and 810 North 1st Street; and

WHEREAS, a temporary limited easement will be necessary to construct the trail and retaining wall; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 9, 2020 meeting, discussed and approved entering into a temporary limited easement with the owners of 800 North 1st Street, Doctors Park LLP, and 810 North 1st Street, Doctors Park Partnership.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached temporary limited easement and the proper City officials are hereby authorized and directed to execute said easement.

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.

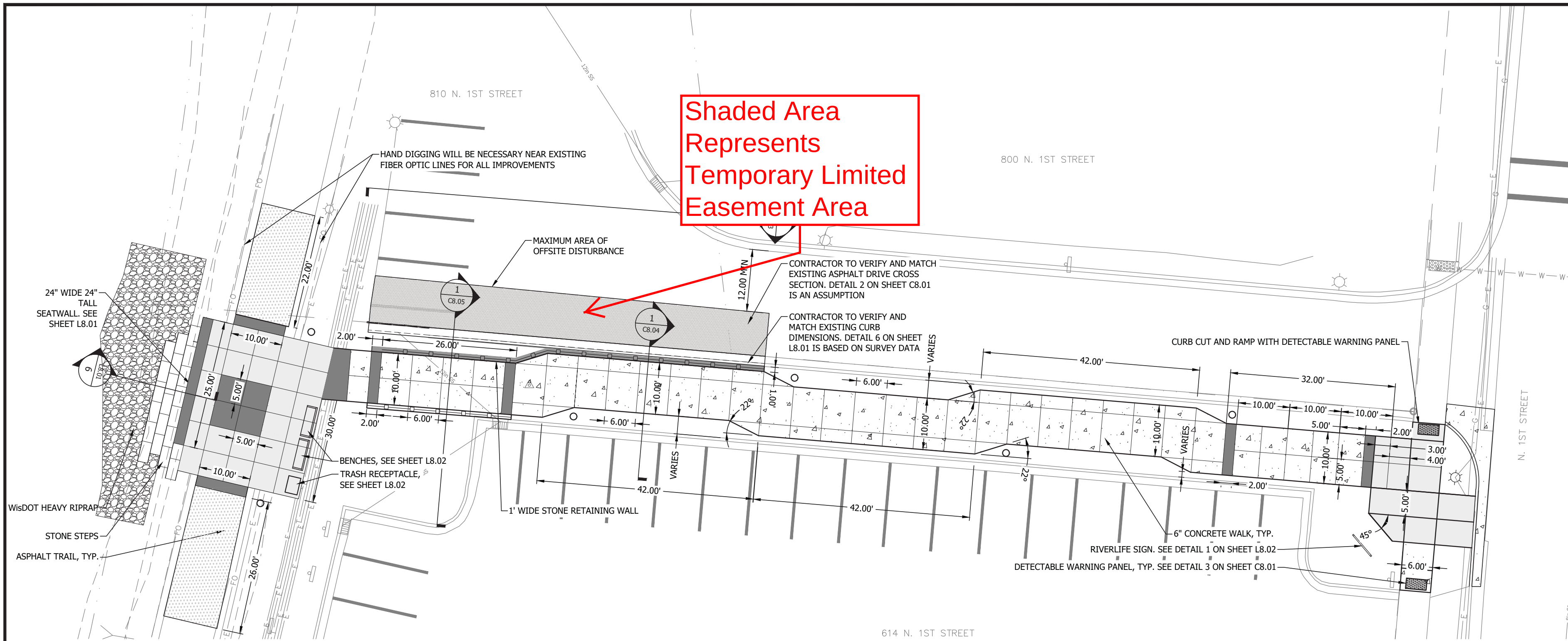
Discussion and possible action on a Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)

Rasmussen noted that these are parcels near the eye clinic to further the trail. Larson moved to approve the Temporary Limited Easement at 800 North 1st Street and 810 North 1st Street. Neal seconded and the motion carried unanimously 5-0.

Agenda Item No. 8

STAFF REPORT TO CISM COMMITTEE – July 9, 2020

AGENDA ITEM
Discussion and possible action on a Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)
BACKGROUND
The City has designed and plans to build a connector trail from N. 1st Street down to the Riverfront trail. Presently, there is an asphalt path in this location. This project will construct a concrete path with landscaping and amenities. The design also includes the construction of a small retaining wall due to grade issues. The construction of this retaining wall will impact the property to the north, 810 N. 1st Street. An easement will be needed to remove and replace the existing curb and gutter and asphalt in order to construct the wall. The owners of the property have been contacted and are willing to work with the City on the easement.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the easement to construct the trail.
Staff contact: Allen Wesolowski 715-261-6762



LEGEND

24" CURB AND GUTTER	6 L8.01
COLORED "A" CONCRETE SIDEWALK (TYP)	
COLORED "B" CONCRETE SIDEWALK (TYP)	
CONCRETE SIDEWALK	1 L8.01
ASPHALT TRAIL	7 L8.01
ASPHALT PAVEMENT	2 C8.01
RAILING	

SITE CALCULATIONS

	SQ FT	AC
PARCEL AREA	7,700	0.18
EXISTING IMPERVIOUS AREA	3,330	0.08
EXISTING PERVIOUS AREA	4,370	0.10
PROPOSED IMPERVIOUS AREA	4,175	0.10
PROPOSED PERVIOUS AREA	3,525	0.08
COVERAGE	55.6%	

N

0 10 20

Stantec
12075 N. Corporate Parkway, Suite 200
Mequon, WI 53092
www.stantec.com

CONSTRUCTION DOCUMENTS

SITE LAYOUT AND DIMENSIONING PLAN

WAUSAU SOUTH RIVERFRONT - RIVERLIFE TRAIL
CITY OF WAUSAU
WAUSAU, WISCONSIN

DATE OF ISSUANCE	
3/5/2020	

NO	REVISION	DATE

SURVEY	CITY OF WAUSAU
DRAWN	BJB
DESIGNED	SMM
CHECKED	MAB
APPROVED	MAB
PROJ. NO.	193805847
SHEET NUMBER	C2.01

Legal Description for Temporary Limited Easement

DOCTORS PARK LLP
291-2907-253-0570

DOCTORS PARK PARTNERSHIP
291-2907-264-0229

Part of Lot 1 and part of Outlot 1 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 Page106, being part of SW 1/4 of the SW 1/4, Section 25, and part of Government Lot 6, Section 26, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N 85°06’06” W, along the South line of said Lot 1, 120 feet to the point of beginning;

Thence continuing N 85°06’06” W, along said South line and along the South line of said Outlot 1, 85 feet; thence N 4°53’54” E, 10 feet; thence S 85°06’06” E, 85 feet; thence S 4°53’54” W, 10 feet to said South line of Lot 1, the point of beginning.

o:\engineering\documents\1071-eye-clinic-tle.docx
June 11, 2020
dfh

Document No.

TEMPORARY EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this ______ day of ____________, 2020, by and between, DOCTORS PARK, LLP, a domestic limited liability partnership, and DOCTORS PARK PARTNERSHIP, Grantors, 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 Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a connector trail to the Riverfront Trail which may be constructed through and under the lands hereinafter described.

The temporary easement is described as follows:

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-253-0570 and 291-2907-264-0229

Part of Lot 1 and part of Outlot 1 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 Page106, being part of SW 1/4 of the SW 1/4, Section 25, and part of Government Lot 6, Section 26, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N 85°06’06” W, along the South line of said Lot 1, 120 feet to the point of beginning;

Thence continuing N 85°06’06” W, along said South line and along the South line of said Outlot 1, 85 feet; thence N 4°53’54” E, 10 feet; thence S 85°06’06” E, 85 feet; thence S 4°53’54” W, 10 feet to said South line of Lot 1, the point of beginning.

This temporary easement shall expire on the later to occur of (1) completion of the construction of the trail 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.

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

DOCTORS PARK, LLP BY:

____

____

DOCTORS PARK PARTNERSHIP BY:

____

____

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_____day of______________, 2020, the above named, _______________________ ____to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____

Notary Public, Wisconsin
My commission expires:____________________

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____________, 2020, the above named, ______________________ ____to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____
Notary Public, Wisconsin
My commission expires:____________________

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

Document No.

TEMPORARY EASEMENT AGREEMENT

Document Title

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-253-0570 and 291-2907-264-0229

THIS AGREEMENT, made this ______ day of ____________, 2020, by and between DOCTORS PARK, LLP, a domestic limited liability partnership, and DOCTORS PARK PARTNERSHIP, Grantors, and CITY OF WAUSAU, a municipal corporation, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid to Grantors by Grantee, receipt of which is hereby acknowledged, Grantors, have this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way upon the real estate hereinafter described at any time for the purposes of excavating and grading for the construction of a retaining wall on the lands hereinafter described.

The temporary easement is described as follows:

Part of Lot 1 and part of Outlot 1 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 Page106, being part of SW 1/4 of the SW 1/4, Section 25, and part of Government Lot 6, Section 26, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:
Commencing at the Southeast corner of said Lot 1; thence N 85°06’06” W, along the South line of said Lot 1, 120 feet to the point of beginning;

Thence continuing N 85°06’06” W, along said South line and along the South line of said Outlot 1, 85 feet; thence N 4°53’54” E, 10 feet; thence S 85°06’06” E, 85 feet; thence S 4°53’54” W, 10 feet to said South line of Lot 1, the point of beginning.

This temporary easement shall expire on the later to occur of (1) completion of the construction of the retaining wall 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.

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, 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

DOCTORS PARK, LLP BY:

____

____

DOCTORS PARK PARTNERSHIP BY:

____

____

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_____day of______________, 2020, the above named, ________________________ ____to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____

Notary Public, Wisconsin
My commission expires:____________________

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this_____day of_____________, 2020, the above named, ______________________ ____to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____
Notary Public, Wisconsin
My commission expires:___________________

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

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

RESOLUTION OF THE FINANCE COMMITTEE			
Providing for the sale of approximately $5,445,000 General Obligation Promissory Notes, Series 2020D			
Committee Action:	Approved 4-1		
Fiscal Impact:			
File Number:	20-0807	**Date Introduced:**	August 12, 2020

WHEREAS the City of Wausau, Marathon County, Wisconsin (the "City") is presently in need of approximately $5,445,000 for public purposes, including paying the cost of various capital projects, including projects in the City's tax incremental districts; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

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

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2020D in an approximate amount of $5,445,000 (the "Notes") for the purposes above specified.

Section 2. Sale of Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded August 12, 2020.

____
Katie Rosenberg
MayorATTEST:

____
Leslie M. Kremer
City Clerk

FINANCE COMMITTEE
Date and Time: Tuesday, July 28, 2020 @ 5:15 pm., Council Chambers
Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (*WebEx)*
Others Present: Groat, Rosenberg, Kremer, Bliven, Kujawa, Splinter
Jon Trautman, Clifton Larson LLC and Phil Cosson, Ehlers & Associates, via WebEx.

Discussion and possible action regarding resolution providing for the sale of approximately $5,445,000 General Obligation Promissory Notes, Series 2020D
Groat explained the debt issuance for 2020 was set into motion when we adopted the budget in November 2019. The Capital Budget and Tax Increment Budgets were all approved in 2019 and the financing sources were established. She reviewed the debt plan in detail. The promissory note is a 10 year issue with level principal and interest payments; and refinancing of an already existing debt with level principal and interest payments over 15 years. She stated these issues will not increase or create an impact to the levy. The debt outstanding will decrease by a small amount this year; in 2020 approximately $17 million of debt will be retired, but will be adding $15 million, so the net reduction in outstanding debt for GO and the Anticipation debt would be $1,900,000.

Phil Cosson, Ehlers & Associates, discussed the timing of selling the notes and taking advantage of very low interest rates. He stated the city has retained the AA3 rating from Moody's.

Motion by Martens, second by Herbst to approve the GO Promissory Notes, Series 2020D. Motion carried 4-1 (*Ryan was the dissenting vote*)

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: July 22, 2020
RE: 2020 Debt Issues:

The 2020 Debt issuance was set into motion after the adoption of the budget in November of 2019. The Capital and Tax Increment District budgets establish the approved capital projects and the approved financing sources including debt proceeds.

Engineering staff develop project specifications and manage the bidding of the projects. The 2020 contracts have been awarded and construction is underway. A complete list of capital projects funded with debt is attached. The list includes the Tax Increment District Six projects already financed by a State Trust Fund Loan in April. The City selected this financing method to meet time considerations of the district. The debt will be retired within 5 years. The State Trust Fund allows flexible early retirement without penalty. We will try to accelerate retirement if the tax increment collections allow.

DEBT ISSUANCE CALENDER OF EVENTS

- July 28th, 2020 - Finance Committee recommends the debt issuance plan.
- August 12th, 2020 - Common Council approves the preliminary resolutions. The preliminary resolutions establish the debt issuance plan and direct staff and consultants to perform the necessary steps to conduct a competitive sale of debt including: producing an official statement, obtaining a credit rating from Moody's, establishing a sale day and then securing competitive bids.
- August 25th, 2020 - The competitive sale will occur in the morning. The sale is managed by our Financial Advisors. Our financial advisors compare the financial bids and recommend the lowest bidder.
- August 25th, 2020 the Finance Committee and Common Council adopts resolutions to award the bonds to the lowest bidder.
- September 16th, 2020 the bond closing is managed by Bond Counsel and the city receives our debt proceeds.

PROJECT LIST

The projects to be funded with the debt issue are outlined on the attached document. A summary is provided below.

Final Fire Station and Evidence Storage Facility	$ 452,000
Capital Improvement Plan	2,505,989
TID #3	1,163,041
TID #8	910,000
TID #12	315,000
Total	5,346,030

In 2019 the City financed the new Fire Station as a 20 year bond. The financing of the fixtures and contingency was postponed to 2020. The objective was to size the 2020 borrowing to meet the contingency utilization and to finance these items with a 10 year issue thereby minimizing interest expense. The Capital Plan portion of $2,505,989 falls near the $2.5 million annual target. Tax Increment District 3,8 and 12 these projects will be financed by tax increment of each district.

$5,445,000 GENERAL OBLIGATION NOTE 2020D

This debt issue is a ten year general obligation promissory note. Our financial advisor structured the retirement as level payments. The interest rate projection is .90% to 2.05%. Total interest paid on the issue is anticipated to be $460,117 over the life of the issue.

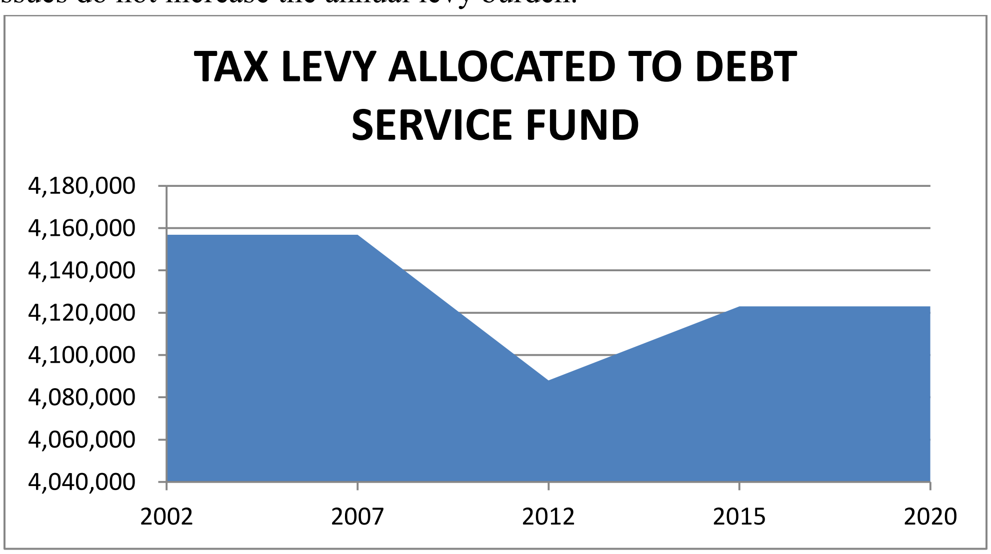
$6,740,000 TAXABLE GENERAL OBLIGATION REFUNDING BOND 2020E

In addition to the debt authorized in the 2020 budget I am recommending refinancing the 2017E Taxable Note Anticipation Note. This issue funded the business campus expansion. The debt was issued as interest only with the principal due in full in 2022. This financing strategy provided time for the construction of the infrastructure and the Great Lakes Cheese and Wausau Chemical Facilities. Now that the district is generating tax increment we will refinance the issue and pay level principal and interest payments. Refinancing the issue early will allow us to take advantage of the low interest rate environment and accelerate principal pay down. Our financial advisor has structured the equal debt payments with a 15 year amortization. The City will have the opportunity to retire the debt early beginning in 2028. This will allow us to retire the debt early if the increment comes in stronger than expected. The interest rates in the projection is .85% to 2.45%. Total interest paid over the term of the bonds is $1,021,279.

This debt will be paid by TID 11. I have included a cash flow of the district. The cash flow includes increment from Great Lakes Cheese and Wausau Chemical. The cash flow indicates that the District will have sufficient increment to retire the 2020E debt issue. It also presents a positive cash flow after the Wausau Chemical Debt is refinanced next year. This issue would be financed with a 10 year amortization.

IMPACT TO THE TAX LEVY

The debt service levy has hovered around $4,100,000 since 2002 as shown on the chart below. The new issues do not increase the annual levy burden.



IMPACT TO OUTSTANDING DEBT AT 12/31/2020 (NON REVENUE BOND)

The 2020 financial results will show the retirement of $17,080,000 of debt and the issuance of $15,171,000 resulting in a reduction of outstanding debt of $1,909,000.

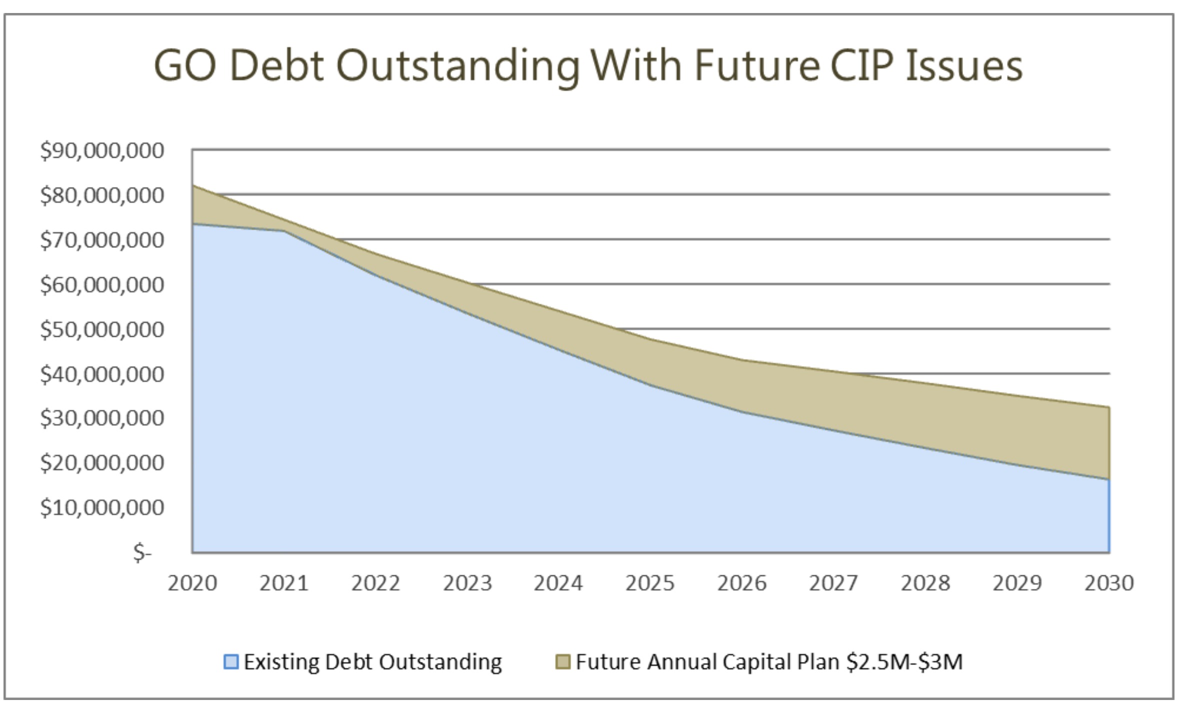
SUMMARY OF DEBT CHANGES

	General Obligation Bonds	General Obligation Notes	Wisconsin State Trust Fund Loans	Total General Obligation Debt	Anticipation Debt	Total
BALANCE 12/31/2018	**$ 28,115,000**	**$ 37,684,779**	**$ 728,154**	**$ 66,527,933**	**$ 14,610,000**	**$ 81,137,933**
2019 Additions:						
Water and Sewer Projects						$ -
Fire Station and Evidence Storage	4,870,000			4,870,000		4,870,000
Evidence Storage Building		298,500		298,500		298,500
Capital Improvement Plan		1,676,500		1,676,500		1,676,500
TID #6		3,130,000		3,130,000		3,130,000
TID #8		2,720,000		2,720,000		2,720,000
2019 Retirements	(1,715,000)	(7,520,000)	(728,154)	(9,963,154)		(9,963,154)
BALANCE 12/31/2019	**$ 31,270,000**	**$ 37,989,779**	**-**	**$ 69,259,779**	**$ 14,610,000**	**$ 83,869,779**
2020 Additions:						
Fire Station Furniture/Equipment/Contingency		420,000		420,000		420,000
Evidence Storage Building Paving Project		32,000		32,000		32,000
Capital Improvement Plan		2,563,000		2,563,000		2,563,000
TID #3		1,185,000		1,185,000		1,185,000
TID #6			2,986,000	2,986,000		2,986,000
TID #8		925,000		925,000		925,000
TID #12		320,000		320,000		320,000
Taxable GO Refunding Bonds	6,740,000			6,740,000		6,740,000
2020 Retirements	(2,710,000)	(7,770,000)		(10,480,000)	(6,600,000)	(17,080,000)
BALANCE 12/31/2020	**$ 35,300,000**	**$ 35,664,779**	**$ 2,986,000**	**$ 73,950,779**	**$ 8,010,000**	**$ 81,960,779**

OUTSTANDING DEBT PROJECTED

The City has seen significant growth in outstanding debt in recent years. The major increases have been the construction of three swimming pools, the construction of the new fire station and major economic development (TID) projects including the business campus expansion and the riverfront redevelopment.

Annually the CIP plan requires 10 year debt financing of $2.5 to $3 million. Projecting ten years in the future assuming this continued annual financing the outstanding debt will trend as noted.



FUTURE LEVY REQUIREMENTS PROJECTED
The affordability and the tax levy requirements are determined by interest rates, the debt amortization period and the amount of debt issued.

Other projects such as mall redevelopment and major facility projects such as the Public Works facility will impact outstanding debt and are not included in the projection above.

RESOLUTIONS
Bond Counsel, Quarles and Brady, is drafting resolutions which will be added to the packet of information when they are available. The Common Council will consider these resolutions on August 12th. The City will accept competitive bids on the issues on August 25th and the results would be presented for Council approval the same evening.

INTEREST RATES
Attached to this memo is the Pre-sale Report created by our financial advisor. The last page of the presale report provides a review of the interest rates over the last year. You can see that we have timed our sale at an ideal time as interest rates are stabilizing at the lowest rates in the last 12 months.

ATTACHMENT LIST

- Project list
- Presale reports created by Ehlers
- Resolutions
- 11 TID cash flow

2020 DEBT ISSUANCE PLAN

		Retirement	Bidding	Budget	Apply Cash on Hand	Delay	Adjust Budget	2020D Promissory Note Revised Plan	2020 State Trust Fund Loan Approved 4/21/2020
Fire Station FFE and Contingency		10 Yr	complete	420,000				420,000	
Evidence Storage Building - Paving		10 Yr	complete	32,000				32,000	
Capital Improvement Plan		10 Yr						-	
DOT Townline Road Reconstruction		10 Yr					203,000	203,000	
DOT 6th Street to HorseShoe Spring Rd to Evergreen			complete	100,000				100,000	
Kicbush Street	738536.28		complete	924,000			(123,041)	800,959	
Street Improvements	Pavement marking 90,070; Concrete repair 233,138; Bridge Street $5		complete	745,000				745,000	
Sidewalk	117,939			150,000				150,000	
CityHall Boiler				160,000				160,000	
DPW Car Port				47,030				47,030	
Stormwater 24th Avenue			complete	300,000				300,000	
TID #3		10 Yr						-	
Bridge Street Rehabilitation			complete	450,000			123,041	573,041	
Third Street Improvements				40,000		(40,000)		-	
Parking Improvements (LED)			complete	190,000				190,000	
Barker Stewart Island Improvements				70,000	(70,000)			-	
1st Street Connector Trail			complete	400,000				400,000	
1st Street Improvements				75,000		(75,000)		-	
GLC Construction Project			complete	54,500			(54,500)	-	
TID #6		5 Yr						-	
Riverside Park Trail, Road and Seawall			complete	1,500,000					1,500,000
Streets and Street Improvements			complete	545,000					545,000
Cedar Street 7th to 14th Avenue			complete	941,000					941,000
TID #7								-	
Street Improvements		3 Yr	complete	1,100,000	(672,000)		(428,000)	-	
Streetscape			complete	200,000	(200,000)			-	
Parking Improvements				100,000	(100,000)			-	
TID #8								-	
18TH Avenue		10 Year	complete	300,000			(30,000)	270,000	
Hotel Loan and Grant		10 Year	complete	640,000				640,000	
TID #12								-	
Parking/Sidewalk Improvements Athletic Park	2nd street Lot $82,907.55 wall 87,472.05	10 Yr	complete	265,000	(85,000)			180,000	
Wausau Chemical Environmental				234,900		(234,900)		-	
Street Improvements Aspirus HISP			DOT bidding now	135,000				135,000	
				10,118,430	(1,127,000)	(349,900)	(309,500)	5,346,030	2,986,000

CITY OF WAUSAU
TAX INCREMENTAL DISTRICT NUMBER ELEVEN
CASH FLOW PROJECTION

		USES OF FUNDS					SOURCES OF FUNDS				
	Year	Debt Service	Future Debt Refinancing	Developer Grant	Administrative Costs	Capital Expenditures	Debt Proceeds	Tax Increment	Other Income	Annual Surplus (Deficit)	Cumulative Balance
1	2017	$60,237			$116,096	$3,160,509	$6,600,000		$174,243	$3,437,401	$3,437,402
2	2018	229,894			81,217	3,025,940	4,005,000		54,592	722,541	4,159,943
3	2019	311,992		3,975,016	24,262	432,965		42,551	11,226	(4,690,458)	(530,515)
ESTIMATED											
4	2020	237,173		694,039	16,150	96,614		1,580,152	700	536,876	6,361
5	2021	656,642		641,046	8,000	45,000		1,700,000		349,312	355,673
6	2022	653,571	468,922	650,000	8,000			1,700,000		(80,493)	275,180
7	2023	585,667	468,922	650,000	8,000			1,700,000		(12,589)	262,591
8	2024	427,405	468,922	650,000	8,000			1,700,000		145,673	408,264
9	2025	517,649	468,922	650,000	8,000			1,700,000		55,429	463,693
10	2026	517,305	468,922	650,000	8,000			1,700,000		55,773	519,466
11	2027	516,246	468,922	650,000	8,000			1,700,000		56,832	576,298
12	2028	519,426	468,922	650,000	8,000			1,700,000		53,652	629,950
13	2029	516,815	468,922	650,000	8,000			1,700,000		56,263	686,213
14	2030	518,398	468,922		8,000			1,700,000		704,680	1,390,893
15	2031	519,325	468,922		8,000			1,700,000		703,753	2,094,646
16	2032	514,639			8,000			1,700,000		1,177,361	3,272,007
17	2033	519,258			8,000			1,700,000		1,172,742	4,444,749
18	2034	518,120			8,000			1,700,000		1,173,880	5,618,629
19	2035	516,248			8,000			1,700,000		1,175,752	6,794,381
20	2036				8,000			1,700,000		1,692,000	8,486,381
20	2037				8,000			1,700,000		1,692,000	10,178,381
20	2038				8,000			1,700,000		1,692,000	11,870,381
	TOTAL	$8,856,010	$4,689,220	10,510,101	$365,725	6,761,028	10,605,000	$32,222,703	$240,761		

August 11, 2020

Pre-Sale Report for

City of Wausau, Wisconsin

$5,445,000 General Obligation Promissory Notes, Series 2020D

Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West, Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$5,445,000 General Obligation Promissory Notes, Series 2020D

Purposes:

The proposed issue includes financing for the following purposes:

Finance 2020 Capital & TID Projects

- General Capital Projects. Debt service will be paid from ad valorem property taxes.
- TID 12 Road and Parking Projects. Debt service will be paid from tax incremental revenues.
- TID 3 Road, Parking and 1st Street Trail Connector Project. Debt service will be paid tax incremental revenues.
- TID 8 Road Project and Incentives. Debt service will be paid from tax incremental revenues.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be approximately $74.1 million, which is 48% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $79.6 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2021 through 2030. Interest is payable every six months beginning April 1, 2021.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2027 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aa3". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

Because the Notes tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you.

Investment of Note Proceeds:

To maximize interest earnings we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor, and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with tax incremental revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	August 11, 2020
Due Diligence Call to review Official Statement:	Week of August 10, 2020
Conference with Rating Agency:	Week of August 10, 2020
Distribute Official Statement:	August 18, 2020
Common Council Meeting to Award Sale of the Notes:	August 25, 2020
Estimated Closing Date:	September 16, 2020

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

EHLERS' CONTACTS

Philip Cosson, Senior Municipal Advisor	(262) 796-6161
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Financial Analyst	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the Common Council at their home or email address for review prior to the sale date.

Existing Debt Service Sources of Repayment and Levy Impact Analysis

Projected Rate Impact

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)		(311,063)	(475,794)	(8,161,339)	4,123,000	2,716,775,800	4.25%	**1.52**	**2020**
2021	10,931,265	(18,240)	(2,746,973)	(3,186,068)	(42,750)	(447,924)	(64,125)	(141,410)		(303,750)		(6,951,240)	3,980,026	2,757,527,437	1.50%	**1.44**	**2021**
2022	10,412,156		(3,041,573)	(3,043,674)	(41,720)	(453,515)	(62,580)	(143,723)				(6,786,785)	3,625,371	2,785,102,711	1.00%	**1.30**	**2022**
2023	8,745,637		(1,950,398)	(2,965,299)	(40,590)	(443,388)	(60,885)	(141,029)				(5,601,588)	3,144,049	2,812,953,738	1.00%	**1.12**	**2023**
2024	8,187,608		(1,960,608)	(2,767,549)		(452,731)		(143,210)				(5,324,098)	2,863,510	2,841,083,276	1.00%	**1.01**	**2024**
2025	7,725,878		(1,952,325)	(2,756,074)		(447,781)		(140,210)				(5,296,390)	2,429,488	2,869,494,109	1.00%	**0.85**	**2025**
2026	5,620,161		(3,113,807)			(359,875)		(136,910)				(3,610,592)	2,009,569	2,898,189,050	1.00%	**0.69**	**2026**
2027	3,573,259		(1,413,680)			(357,825)		(138,235)				(1,909,740)	1,663,519	2,927,170,940	1.00%	**0.57**	**2027**
2028	3,274,199		(1,414,320)			(355,675)		(139,410)				(1,909,405)	1,364,794	2,956,442,650	1.00%	**0.46**	**2028**
2029	3,025,961		(1,408,420)			(353,313)		(140,435)				(1,902,168)	1,123,794	2,986,007,076	1.00%	**0.38**	**2029**
2030	2,361,926		(1,307,450)			(53,738)		(111,705)				(1,472,893)	889,034	3,015,867,147	1.00%	**0.29**	**2030**
2031	1,852,811		(923,650)			(52,113)						(975,763)	877,048	3,046,025,818	1.00%	**0.29**	**2031**
2032	924,889					(40,650)						(40,650)	884,239	3,076,486,077	1.00%	**0.29**	**2032**
2033	870,740											0	870,740	3,107,250,937	1.00%	**0.28**	**2033**
2034	704,475											0	704,475	3,138,323,447	1.00%	**0.22**	**2034**
2035	700,325											0	700,325	3,169,706,681	1.00%	**0.22**	**2035**
2036	499,225											0	499,225	3,201,403,748	1.00%	**0.16**	**2036**
2037	289,113											0	289,113	3,233,417,785	1.00%	**0.09**	**2037**
2038	291,550											0	291,550	3,265,751,963	1.00%	**0.09**	**2038**
2039	283,850											0	283,850	3,298,409,483	1.00%	**0.09**	**2039**
TOTALS	**93,541,236**	**(558,669)**	**(28,065,412)**	**(19,277,811)**	**(307,843)**	**(4,793,908)**	**(324,908)**	**(1,655,921)**	**(227,250)**	**(932,813)**	**(656,986)**	**(56,801,520)**	**36,739,716**				

Capital Financing Plan Sizing

	Pre Sale GO Notes 2020D	Pre Sale Taxable GO Bonds 2020E
Projects		
Capital Projects	2,505,989	
Evidence Storage Building	32,000	
Fire Station	420,000	
TIF 3 Projects	1,163,041	
TIF 8 Projects	910,000	
TIF 12 Projects	315,000	
Project Needs	5,346,030	
Amount Needed for Refunding for 2017 NAN		
Principal Amount due 10/1/20		6,600,000
Interest Amount due 10/1/20		99,000
Less: Debt service funds on hand		(99,000)
Total Needed for Refunding 2017 NAN		6,600,000
Issuance Expenses		
Municipal Advisor/Due Dillegence	17,500	15,500
Bond Counsel	14,000	12,000
Disclosure Counsel	7,000	7,200
Paying Agent If terms	850	850
Rating	6,000	17,000
Reoffering Premium (Built into Rates)		
Underwriter Fees	54,450	84,250
Total Funds Needed	5,445,830	6,736,800
Less Interest Earnings 0.2% for 2 months	(1,782)	0
Rounding	952	3,200
Size of Issue	5,445,000	6,740,000

Allocation of General Obligation Notes, 2020D

	Levy				TID 3				TID 8				TID 12				TOTAL		
Year	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal	Interest	Total
2020																	-	-	-
2021	200,000	0.90%	43,144	243,144	110,000	0.90%	16,656	126,656	85,000	0.90%	13,002	98,002	30,000	0.90%	4,536	34,536	425,000	77,338	502,338
2022	300,000	0.92%	39,103	339,103	115,000	0.92%	14,946	129,946	90,000	0.92%	11,671	101,671	30,000	0.92%	4,076	34,076	535,000	69,795	604,795
2023	300,000	0.96%	36,283	336,283	115,000	0.96%	13,865	128,865	90,000	0.96%	10,825	100,825	30,000	0.96%	3,794	33,794	535,000	64,766	599,766
2024	305,000	1.05%	33,241	338,241	115,000	1.05%	12,709	127,709	90,000	1.05%	9,920	99,920	30,000	1.05%	3,493	33,493	540,000	59,363	599,363
2025	310,000	1.20%	29,780	339,780	115,000	1.20%	11,415	126,415	90,000	1.20%	8,908	98,908	30,000	1.20%	3,155	33,155	545,000	53,258	598,258
2026	310,000	1.40%	25,750	335,750	120,000	1.40%	9,885	129,885	95,000	1.40%	7,703	102,703	30,000	1.40%	2,765	32,765	555,000	46,103	601,103
2027	315,000	1.60%	21,060	336,060	120,000	1.60%	8,085	128,085	95,000	1.60%	6,278	101,278	35,000	1.60%	2,275	37,275	565,000	37,698	602,698
2028	320,000	1.75%	15,740	335,740	125,000	1.75%	6,031	131,031	95,000	1.75%	4,686	99,686	35,000	1.75%	1,689	36,689	575,000	28,146	603,146
2029	325,000	1.90%	9,853	334,853	125,000	1.90%	3,750	128,750	95,000	1.90%	2,953	97,953	35,000	1.90%	1,050	36,050	580,000	17,605	597,605
2030	330,000	2.05%	3,383	333,383	125,000	2.05%	1,281	126,281	100,000	2.05%	1,025	101,025	35,000	2.05%	359	35,359	590,000	6,048	596,048
	$ 3,015,000		$ 257,336	$ 3,272,336	$ 1,185,000		$ 98,622	$ 1,283,622	$ 925,000		$ 76,969	$ 1,001,969	$ 320,000		$ 27,191	$ 347,191	$ 5,445,000	$ 460,117	$ 5,905,117

Rates based on "Aa3" NONBQ sale on 6/23/19 + .50

Allocation of Taxable General Obligation Bonds, 2020E

Year	TID 11 Refund 2017 NAN				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2020					-	-	-
2021	405,000	0.85%	113,469	518,469	405,000	113,469	518,469
2022	410,000	0.85%	105,398	515,398	410,000	105,398	515,398
2023	415,000	1.00%	101,580	516,580	415,000	101,580	516,580
2024	420,000	1.00%	97,405	517,405	420,000	97,405	517,405
2025	425,000	1.25%	92,649	517,649	425,000	92,649	517,649
2026	430,000	1.25%	87,305	517,305	430,000	87,305	517,305
2027	435,000	1.55%	81,246	516,246	435,000	81,246	516,246
2028	445,000	1.55%	74,426	519,426	445,000	74,426	519,426
2029	450,000	1.85%	66,815	516,815	450,000	66,815	516,815
2030	460,000	1.85%	58,398	518,398	460,000	58,398	518,398
2031	470,000	2.05%	49,325	519,325	470,000	49,325	519,325
2032	475,000	2.05%	39,639	514,639	475,000	39,639	514,639
2033	490,000	2.25%	29,258	519,258	490,000	29,258	519,258
2034	500,000	2.25%	18,120	518,120	500,000	18,120	518,120
2035	510,000	2.45%	6,248	516,248	510,000	6,248	516,248
	$ 6,740,000		$ 1,021,279	$ 7,761,279	$ 6,740,000	$ 1,021,279	$ 7,761,279

Projected Impact of Proposed Projects

Existing General Obligation Debt Only

YEAR	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate
2020	2,716,775,800	4.25%	12,284,338	(8,161,339)	4,123,000	1.52
2021	2,757,527,437	1.50%	10,931,265	(6,951,240)	3,980,026	1.44
2022	2,785,102,711	1.00%	10,412,156	(6,786,785)	3,625,371	1.30
2023	2,812,953,738	1.00%	8,745,637	(5,601,588)	3,144,049	1.12
2024	2,841,083,276	1.00%	8,187,608	(5,324,098)	2,863,510	1.01
2025	2,869,494,109	1.00%	7,725,878	(5,296,390)	2,429,488	0.85
2026	2,898,189,050	1.00%	5,620,161	(3,610,592)	2,009,569	0.69
2027	2,927,170,940	1.00%	3,573,259	(1,909,740)	1,663,519	0.57
2028	2,956,442,650	1.00%	3,274,199	(1,909,405)	1,364,794	0.46
2029	2,986,007,076	1.00%	3,025,961	(1,902,168)	1,123,794	0.38
2030	3,015,867,147	1.00%	2,361,926	(1,472,893)	889,034	0.29
2031	3,046,025,818	1.00%	1,852,811	(975,763)	877,048	0.29
2032	3,076,486,077	1.00%	924,889	(40,650)	884,239	0.29
2033	3,107,250,937	1.00%	870,740		870,740	0.28
2034	3,138,323,447	1.00%	704,475		704,475	0.22
2035	3,169,706,681	1.00%	700,325		700,325	0.22
2036	3,201,403,748	1.00%	499,225		499,225	0.16
2037	3,233,417,785	1.00%	289,113		289,113	0.09
2038	3,265,751,963	1.00%	291,550		291,550	0.09
2039	3,298,409,483	1.00%	283,850			
2040	3,331,393,578	1.00%				
2041	3,364,707,514	1.00%				
2042	3,398,354,589	1.00%				
2043	3,432,338,135	1.00%				
TOTALS			93,541,236	(56,801,520)	36,455,866	

NOTES

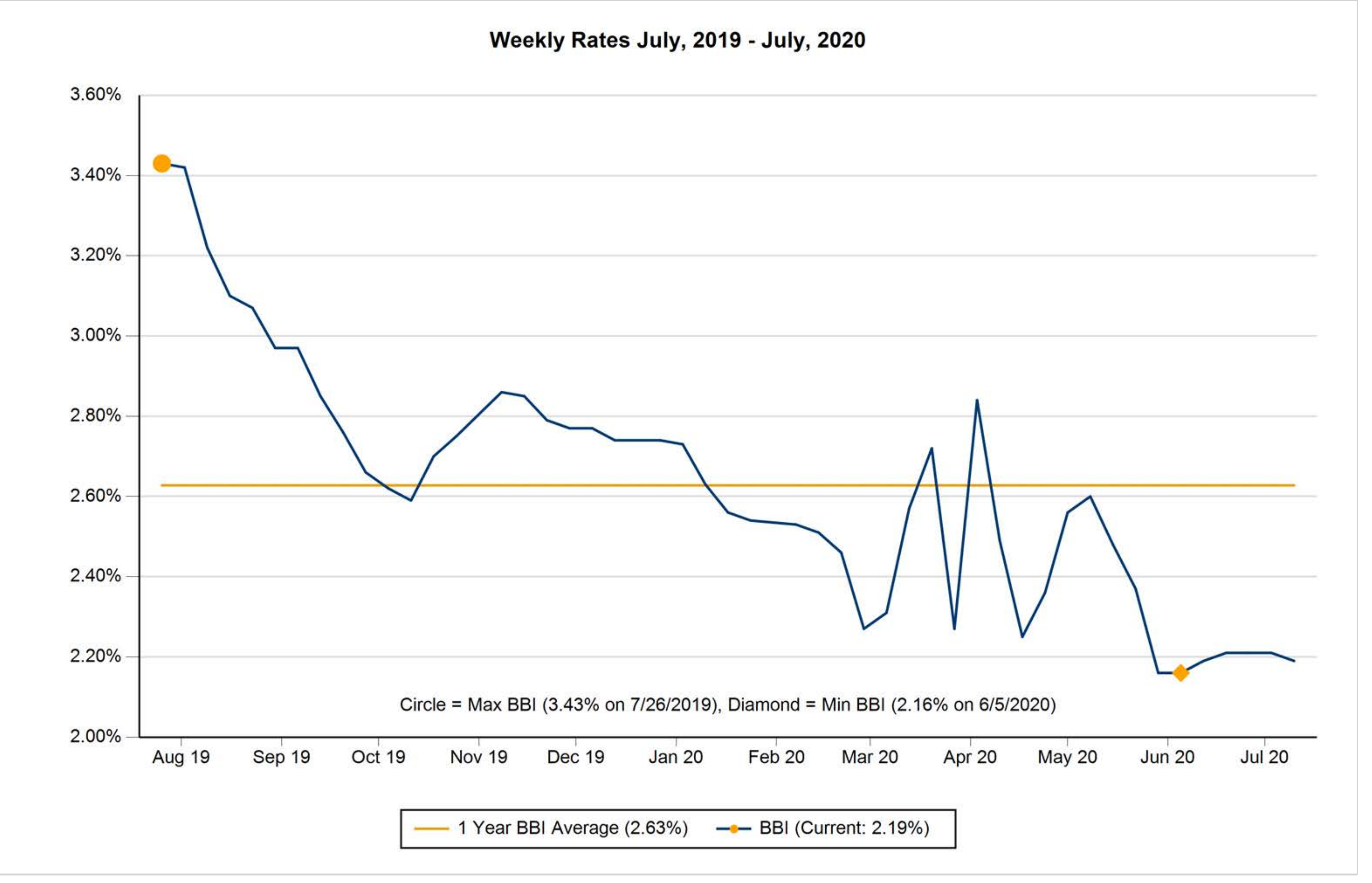
Projected Debt Service

	General Obligation Notes, 2020D $5,445,000 Dated 9-16-20				Taxable General Obligation Bonds, 2020E $6,740,000 Dated 9-16-20				Capital Plan Debt Service		
YEAR	Prin (4/1)	Rate	Interest	Total	Prin (4/1)	Rate	Interest	Total	Principal	Interest	Total
2020											
2021	425,000	0.900%	77,338	502,338	405,000	0.850%	113,469	518,469	830,000	190,807	1,020,807
2022	535,000	0.920%	69,795	604,795	410,000	0.850%	105,398	515,398	945,000	175,192	1,120,192
2023	535,000	0.960%	64,766	599,766	415,000	1.000%	101,580	516,580	950,000	166,346	1,116,346
2024	540,000	1.050%	59,363	599,363	420,000	1.000%	97,405	517,405	960,000	156,768	1,116,768
2025	545,000	1.200%	53,258	598,258	425,000	1.250%	92,649	517,649	970,000	145,906	1,115,906
2026	555,000	1.400%	46,103	601,103	430,000	1.250%	87,305	517,305	985,000	133,408	1,118,408
2027	565,000	1.600%	37,698	602,698	435,000	1.550%	81,246	516,246	1,000,000	118,944	1,118,944
2028	575,000	1.750%	28,146	603,146	445,000	1.550%	74,426	519,426	1,020,000	102,573	1,122,573
2029	580,000	1.900%	17,605	597,605	450,000	1.850%	66,815	516,815	1,030,000	84,420	1,114,420
2030	590,000	2.050%	6,048	596,048	460,000	1.850%	58,398	518,398	1,050,000	64,445	1,114,445
2031					470,000	2.050%	49,325	519,325	470,000	49,325	519,325
2032					475,000	2.050%	39,639	514,639	475,000	39,639	514,639
2033					490,000	2.250%	29,258	519,258	490,000	29,258	519,258
2034					500,000	2.250%	18,120	518,120	500,000	18,120	518,120
2035					510,000	2.450%	6,248	516,248	510,000	6,248	516,248
2036											
2037											
2038											
2039											
2040											
2041											
2042											
2043											
TOTALS	5,445,000		460,117	5,905,117	6,740,000		1,021,279	7,761,279	12,185,000	1,481,396	13,666,396

YEAR	TIF 3 Revenues	TIF 8 Revenues	TIF 12 Revenues	TIF 11 Revenues	Total Projected Debt Service less Abatements	Fund Balance Applied	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	YEAR
2020							4,123,000	(0)	1.52	2020
2021	(126,656)	(98,002)	(34,536)	(518,469)	243,144	(100,170)	4,123,000	0	1.50	2021
2022	(129,946)	(101,671)	(34,076)	(515,398)	339,103		3,964,474	(158,526)	1.42	2022
2023	(128,865)	(100,825)	(33,794)	(516,580)	336,283		3,480,332	(484,142)	1.24	2023
2024	(127,709)	(99,920)	(33,493)	(517,405)	338,241		3,201,751	(278,581)	1.13	2024
2025	(126,415)	(98,908)	(33,155)	(517,649)	339,780		2,769,268	(432,483)	0.97	2025
2026	(129,885)	(102,703)	(32,765)	(517,305)	335,750		2,345,319	(423,949)	0.81	2026
2027	(128,085)	(101,278)	(37,275)	(516,246)	336,060		1,999,579	(345,740)	0.68	2027
2028	(131,031)	(99,686)	(36,689)	(519,426)	335,740		1,700,534	(299,045)	0.58	2028
2029	(128,750)	(97,953)	(36,050)	(516,815)	334,853		1,458,646	(241,888)	0.49	2029
2030	(126,281)	(101,025)	(35,359)	(518,398)	333,383		1,222,416	(236,230)	0.41	2030
2031				(519,325)			877,048	(345,368)	0.29	2031
2032				(514,639)			884,239	7,191	0.29	2032
2033				(519,258)			870,740	(13,499)	0.28	2033
2034				(518,120)			704,475	(166,265)	0.22	2034
2035				(516,248)			700,325	(4,150)	0.22	2035
2036							499,225	(201,100)	0.16	2036
2037							289,113	(210,113)	0.09	2037
2038							291,550	2,438	0.09	2038
2039								(291,550)	0.00	2039
2040									0.00	2040
2041									0.00	2041
2042									0.00	2042
2043									0.00	2043
TOTALS	(1,283,622)	(1,001,969)	(347,191)	(7,761,279)	3,272,336		39,628,031			TOTALS

Pre Sale

1 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS
PUBLIC FINANCE ADVISORS

August 11, 2020

Pre-Sale Report for

City of Wausau, Wisconsin

$6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E

Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E

Purposes:

The proposed issue includes financing for the following purposes:

Take out the 2017 Note Anticipation Note (NAN).

- The NAN provided interim financing for projects within TID 11. The take out of the NAN will provide long term financing for these projects over the remaining life of TID 11.
- This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 67.04

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City's total General Obligation debt principal outstanding will be approximately $74.1 million, which is 48% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $79.6 million.

Term/Call Feature:

The Bonds are being issued for a term of 15 years. Principal on the Bonds will be due on April 1 in the years 2021 through 2035. Interest is payable every six months beginning April 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on April 1, 2028 or any date thereafter.

Bank Qualification:

Because the Bonds are taxable obligations they will not be designated as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aa3". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure and optional redemption.
- The existing General Obligation pledge securing the obligations to be refunded.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Bonds, any premium amount received will be used to reduce the issue size. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.

Investment of Bond Proceeds:

To maximize interest earnings we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor, and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

GO with Planned Abatement: The City expects to abate the debt service with tax incremental revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are "callable" on or after April 1, 2020. The new Bonds will not be pre-payable until April 1, 2028.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel and Disclosure Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	August 11, 2020
Due Diligence Call to review Official Statement:	Week of August 10, 2020
Conference with Rating Agency:	Week of August 10, 2020
Distribute Official Statement:	August 18, 2020
Common Council Meeting to Award Sale of the Bonds:	August 25, 2020
Estimated Closing Date:	September 16, 2020
Redemption Date for Bonds Being Refunded:	October 1, 2020

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Bond Buyer Index

Estimated Debt Service Comparison

EHLERS' CONTACTS

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Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Financial Analyst	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the Common Council at their home or email address for review prior to the sale date.

WAUSAU WISCONSIN

EHLERS PUBLIC FINANCE ADVISORS

Existing Debt Service Sources of Repayment and Levy Impact Analysis

Projected Rate Impact

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)		(311,063)	(475,794)	(8,161,339)	4,123,000	2,716,775,800	4.25%	**1.52**	**2020**
2021	10,931,265	(18,240)	(2,746,973)	(3,186,068)	(42,750)	(447,924)	(64,125)	(141,410)		(303,750)		(6,951,240)	3,980,026	2,757,527,437	1.50%	**1.44**	**2021**
2022	10,412,156		(3,041,573)	(3,043,674)	(41,720)	(453,515)	(62,580)	(143,723)				(6,786,785)	3,625,371	2,785,102,711	1.00%	**1.30**	**2022**
2023	8,745,637		(1,950,398)	(2,965,299)	(40,590)	(443,388)	(60,885)	(141,029)				(5,601,588)	3,144,049	2,812,953,738	1.00%	**1.12**	**2023**
2024	8,187,608		(1,960,608)	(2,767,549)		(452,731)		(143,210)				(5,324,098)	2,863,510	2,841,083,276	1.00%	**1.01**	**2024**
2025	7,725,878		(1,952,325)	(2,756,074)		(447,781)		(140,210)				(5,296,390)	2,429,488	2,869,494,109	1.00%	**0.85**	**2025**
2026	5,620,161		(3,113,807)			(359,875)		(136,910)				(3,610,592)	2,009,569	2,898,189,050	1.00%	**0.69**	**2026**
2027	3,573,259		(1,413,680)			(357,825)		(138,235)				(1,909,740)	1,663,519	2,927,170,940	1.00%	**0.57**	**2027**
2028	3,274,199		(1,414,320)			(355,675)		(139,410)				(1,909,405)	1,364,794	2,956,442,650	1.00%	**0.46**	**2028**
2029	3,025,961		(1,408,420)			(353,313)		(140,435)				(1,902,168)	1,123,794	2,986,007,076	1.00%	**0.38**	**2029**
2030	2,361,926		(1,307,450)			(53,738)		(111,705)				(1,472,893)	889,034	3,015,867,147	1.00%	**0.29**	**2030**
2031	1,852,811		(923,650)			(52,113)						(975,763)	877,048	3,046,025,818	1.00%	**0.29**	**2031**
2032	924,889					(40,650)						(40,650)	884,239	3,076,486,077	1.00%	**0.29**	**2032**
2033	870,740											0	870,740	3,107,250,937	1.00%	**0.28**	**2033**
2034	704,475											0	704,475	3,138,323,447	1.00%	**0.22**	**2034**
2035	700,325											0	700,325	3,169,706,681	1.00%	**0.22**	**2035**
2036	499,225											0	499,225	3,201,403,748	1.00%	**0.16**	**2036**
2037	289,113											0	289,113	3,233,417,785	1.00%	**0.09**	**2037**
2038	291,550											0	291,550	3,265,751,963	1.00%	**0.09**	**2038**
2039	283,850											0	283,850	3,298,409,483	1.00%	**0.09**	**2039**
TOTALS	**93,541,236**	**(558,669)**	**(28,065,412)**	**(19,277,811)**	**(307,843)**	**(4,793,908)**	**(324,908)**	**(1,655,921)**	**(227,250)**	**(932,813)**	**(656,986)**	**(56,801,520)**	**36,739,716**				

Capital Financing Plan Sizing

	Pre Sale GO Notes 2020D	Pre Sale Taxable GO Bonds 2020E
Projects		
Capital Projects	2,505,989	
Evidence Storage Building	32,000	
Fire Station	420,000	
TIF 3 Projects	1,163,041	
TIF 8 Projects	910,000	
TIF 12 Projects	315,000	
Project Needs	5,346,030	
Amount Needed for Refunding for 2017 NAN		
Principal Amount due 10/1/20		6,600,000
Interest Amount due 10/1/20		99,000
Less: Debt service funds on hand		(99,000)
Total Needed for Refunding 2017 NAN		6,600,000
Issuance Expenses		
Municipal Advisor/Due Dillegence	17,500	15,500
Bond Counsel	14,000	12,000
Disclosure Counsel	7,000	7,200
Paying Agent If terms	850	850
Rating	6,000	17,000
Reoffering Premium (Built into Rates)		
Underwriter Fees	54,450	84,250
Total Funds Needed	5,445,830	6,736,800
Less Interest Earnings 0.2% for 2 months	(1,782)	0
Rounding	952	3,200
Size of Issue	5,445,000	6,740,000

Allocation of General Obligation Notes, 2020D

	Levy				TID 3				TID 8				TID 12				TOTAL		
Year	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal (3/1)	Rate	Interest	Total	Principal	Interest	Total
2020																	-	-	-
2021	200,000	0.90%	43,144	243,144	110,000	0.90%	16,656	126,656	85,000	0.90%	13,002	98,002	30,000	0.90%	4,536	34,536	425,000	77,338	502,338
2022	300,000	0.92%	39,103	339,103	115,000	0.92%	14,946	129,946	90,000	0.92%	11,671	101,671	30,000	0.92%	4,076	34,076	535,000	69,795	604,795
2023	300,000	0.96%	36,283	336,283	115,000	0.96%	13,865	128,865	90,000	0.96%	10,825	100,825	30,000	0.96%	3,794	33,794	535,000	64,766	599,766
2024	305,000	1.05%	33,241	338,241	115,000	1.05%	12,709	127,709	90,000	1.05%	9,920	99,920	30,000	1.05%	3,493	33,493	540,000	59,363	599,363
2025	310,000	1.20%	29,780	339,780	115,000	1.20%	11,415	126,415	90,000	1.20%	8,908	98,908	30,000	1.20%	3,155	33,155	545,000	53,258	598,258
2026	310,000	1.40%	25,750	335,750	120,000	1.40%	9,885	129,885	95,000	1.40%	7,703	102,703	30,000	1.40%	2,765	32,765	555,000	46,103	601,103
2027	315,000	1.60%	21,060	336,060	120,000	1.60%	8,085	128,085	95,000	1.60%	6,278	101,278	35,000	1.60%	2,275	37,275	565,000	37,698	602,698
2028	320,000	1.75%	15,740	335,740	125,000	1.75%	6,031	131,031	95,000	1.75%	4,686	99,686	35,000	1.75%	1,689	36,689	575,000	28,146	603,146
2029	325,000	1.90%	9,853	334,853	125,000	1.90%	3,750	128,750	95,000	1.90%	2,953	97,953	35,000	1.90%	1,050	36,050	580,000	17,605	597,605
2030	330,000	2.05%	3,383	333,383	125,000	2.05%	1,281	126,281	100,000	2.05%	1,025	101,025	35,000	2.05%	359	35,359	590,000	6,048	596,048
	$ 3,015,000		$ 257,336	$ 3,272,336	$ 1,185,000		$ 98,622	$ 1,283,622	$ 925,000		$ 76,969	$ 1,001,969	$ 320,000		$ 27,191	$ 347,191	$ 5,445,000	$ 460,117	$ 5,905,117

Rates based on "Aa3" NONBQ sale on 6/23/19 + .50

Allocation of Taxable General Obligation Bonds, 2020E

	TID 11 Refund 2017 NAN					TOTAL		
Year	Principal (4/1)	Rate	Interest	Total		Principal	Interest	Total
2020						-	-	-
2021	405,000	0.85%	113,469	518,469		405,000	113,469	518,469
2022	410,000	0.85%	105,398	515,398		410,000	105,398	515,398
2023	415,000	1.00%	101,580	516,580		415,000	101,580	516,580
2024	420,000	1.00%	97,405	517,405		420,000	97,405	517,405
2025	425,000	1.25%	92,649	517,649		425,000	92,649	517,649
2026	430,000	1.25%	87,305	517,305		430,000	87,305	517,305
2027	435,000	1.55%	81,246	516,246		435,000	81,246	516,246
2028	445,000	1.55%	74,426	519,426		445,000	74,426	519,426
2029	450,000	1.85%	66,815	516,815		450,000	66,815	516,815
2030	460,000	1.85%	58,398	518,398		460,000	58,398	518,398
2031	470,000	2.05%	49,325	519,325		470,000	49,325	519,325
2032	475,000	2.05%	39,639	514,639		475,000	39,639	514,639
2033	490,000	2.25%	29,258	519,258		490,000	29,258	519,258
2034	500,000	2.25%	18,120	518,120		500,000	18,120	518,120
2035	510,000	2.45%	6,248	516,248		510,000	6,248	516,248
	$ 6,740,000		$ 1,021,279	$ 7,761,279		$ 6,740,000	$ 1,021,279	$ 7,761,279

Projected Impact of Proposed Projects

Existing General Obligation Debt Only

YEAR	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate
2020	2,716,775,800	4.25%	12,284,338	(8,161,339)	4,123,000	1.52
2021	2,757,527,437	1.50%	10,931,265	(6,951,240)	3,980,026	1.44
2022	2,785,102,711	1.00%	10,412,156	(6,786,785)	3,625,371	1.30
2023	2,812,953,738	1.00%	8,745,637	(5,601,588)	3,144,049	1.12
2024	2,841,083,276	1.00%	8,187,608	(5,324,098)	2,863,510	1.01
2025	2,869,494,109	1.00%	7,725,878	(5,296,390)	2,429,488	0.85
2026	2,898,189,050	1.00%	5,620,161	(3,610,592)	2,009,569	0.69
2027	2,927,170,940	1.00%	3,573,259	(1,909,740)	1,663,519	0.57
2028	2,956,442,650	1.00%	3,274,199	(1,909,405)	1,364,794	0.46
2029	2,986,007,076	1.00%	3,025,961	(1,902,168)	1,123,794	0.38
2030	3,015,867,147	1.00%	2,361,926	(1,472,893)	889,034	0.29
2031	3,046,025,818	1.00%	1,852,811	(975,763)	877,048	0.29
2032	3,076,486,077	1.00%	924,889	(40,650)	884,239	0.29
2033	3,107,250,937	1.00%	870,740		870,740	0.28
2034	3,138,323,447	1.00%	704,475		704,475	0.22
2035	3,169,706,681	1.00%	700,325		700,325	0.22
2036	3,201,403,748	1.00%	499,225		499,225	0.16
2037	3,233,417,785	1.00%	289,113		289,113	0.09
2038	3,265,751,963	1.00%	291,550		291,550	0.09
2039	3,298,409,483	1.00%	283,850			
2040	3,331,393,578	1.00%				
2041	3,364,707,514	1.00%				
2042	3,398,354,589	1.00%				
2043	3,432,338,135	1.00%				
TOTALS			93,541,236	(56,801,520)	36,455,866	

Projected Debt Service

	General Obligation Notes, 2020D $5,445,000 Dated 9-16-20				Taxable General Obligation Bonds, 2020E $6,740,000 Dated 9-16-20				Capital Plan Debt Service												
YEAR	Prin (4/1)	Rate	Interest	Total	Prin (4/1)	Rate	Interest	Total	Principal	Interest	Total	TIF 3 Revenues	TIF 8 Revenues	TIF 12 Revenues	TIF 11 Revenues	Total Projected Debt Service less Abatements	Fund Balance Applied	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	YEAR
2020																		4,123,000	(0)	1.52	2020
2021	425,000	0.900%	77,338	502,338	405,000	0.850%	113,469	518,469	830,000	190,807	1,020,807	(126,656)	(98,002)	(34,536)	(518,469)	243,144	(100,170)	4,123,000	0	1.50	2021
2022	535,000	0.920%	69,795	604,795	410,000	0.850%	105,398	515,398	945,000	175,192	1,120,192	(129,946)	(101,671)	(34,076)	(515,398)	339,103		3,964,474	(158,526)	1.42	2022
2023	535,000	0.960%	64,766	599,766	415,000	1.000%	101,580	516,580	950,000	166,346	1,116,346	(128,865)	(100,825)	(33,794)	(516,580)	336,283		3,480,332	(484,142)	1.24	2023
2024	540,000	1.050%	59,363	599,363	420,000	1.000%	97,405	517,405	960,000	156,768	1,116,768	(127,709)	(99,920)	(33,493)	(517,405)	338,241		3,201,751	(278,581)	1.13	2024
2025	545,000	1.200%	53,258	598,258	425,000	1.250%	92,649	517,649	970,000	145,906	1,115,906	(126,415)	(98,908)	(33,155)	(517,649)	339,780		2,769,268	(432,483)	0.97	2025
2026	555,000	1.400%	46,103	601,103	430,000	1.250%	87,305	517,305	985,000	133,408	1,118,408	(129,885)	(102,703)	(32,765)	(517,305)	335,750		2,345,319	(423,949)	0.81	2026
2027	565,000	1.600%	37,698	602,698	435,000	1.550%	81,246	516,246	1,000,000	118,944	1,118,944	(128,085)	(101,278)	(37,275)	(516,246)	336,060		1,999,579	(345,740)	0.68	2027
2028	575,000	1.750%	28,146	603,146	445,000	1.550%	74,426	519,426	1,020,000	102,573	1,122,573	(131,031)	(99,686)	(36,689)	(519,426)	335,740		1,700,534	(299,045)	0.58	2028
2029	580,000	1.900%	17,605	597,605	450,000	1.850%	66,815	516,815	1,030,000	84,420	1,114,420	(128,750)	(97,953)	(36,050)	(516,815)	334,853		1,458,646	(241,888)	0.49	2029
2030	590,000	2.050%	6,048	596,048	460,000	1.850%	58,398	518,398	1,050,000	64,445	1,114,445	(126,281)	(101,025)	(35,359)	(518,398)	333,383		1,222,416	(236,230)	0.41	2030
2031					470,000	2.050%	49,325	519,325	470,000	49,325	519,325				(519,325)			877,048	(345,368)	0.29	2031
2032					475,000	2.050%	39,639	514,639	475,000	39,639	514,639				(514,639)			884,239	7,191	0.29	2032
2033					490,000	2.250%	29,258	519,258	490,000	29,258	519,258				(519,258)			870,740	(13,499)	0.28	2033
2034					500,000	2.250%	18,120	518,120	500,000	18,120	518,120				(518,120)			704,475	(166,265)	0.22	2034
2035					510,000	2.450%	6,248	516,248	510,000	6,248	516,248				(516,248)			700,325	(4,150)	0.22	2035
2036																		499,225	(201,100)	0.16	2036
2037																		289,113	(210,113)	0.09	2037
2038																		291,550	2,438	0.09	2038
2039																			(291,550)	0.00	2039
2040																				0.00	2040
2041																				0.00	2041
2042																				0.00	2042
2043																				0.00	2043
TOTALS	5,445,000		460,117	5,905,117	6,740,000		1,021,279	7,761,279	12,185,000	1,481,396	13,666,396	(1,283,622)	(1,001,969)	(347,191)	(7,761,279)	3,272,336		39,628,031			TOTALS

NOTES

Pre Sale

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

RESOLUTION OF THE FINANCE COMMITTEE			
Providing for the Sale of Approximately $6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E			
Committee Action:	Approved 4-1		
Fiscal Impact:			
File Number:	20-0808	**Date Introduced:**	August 12, 2020

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "City") is presently in need of approximately $6,740,000 for the public purpose of refunding certain outstanding obligations of the City, specifically, the Taxable Note Anticipation Notes, Series 2017E, dated December 5, 2017;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to borrow said funds through the issuance of general obligation refunding bonds; and

WHEREAS, due to certain requirements of the Internal Revenue Code of 1986, as amended, it is necessary that such bonds be issued on a taxable, rather than tax-exempt, basis.

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

<u>Section 1. Issuance of the Bonds</u>. The City shall issue its Taxable General Obligation Refunding Bonds, Series 2020E in the amount of approximately $6,740,000 (the "Bonds") for the purpose above specified.

<u>Section 2. Sale of Bonds</u>. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

<u>Section 3. Notice of Sale</u>. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

<u>Section 4. Official Statement</u>. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded August 12, 2020.

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Katie Rosenberg
Mayor

ATTEST:

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Leslie M. Kremer
City Clerk

FINANCE COMMITTEE
Date and Time: Tuesday, July 28, 2020 @ 5:15 pm., Council Chambers
Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (*WebEx)*
Others Present: Groat, Rosenberg, Kremer, Bliven, Kujawa, Splinter
Jon Trautman, Clifton Larson LLC and Phil Cosson, Ehlers & Associates, via WebEx.

Discussion and possible action regarding resolution providing for the sale of $6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E
Motion by Martens, second by Herbst, Motion to approve the GO Refunding Bonds, Series 2020E. Motion carried 4-1. (*Ryan was the dissenting vote*)

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for Police Capital Projects

Committee Action:	Approved 5-0
Fiscal Impact:	$43,000
File Number: 19-1109	**Date Introduced:** August 12, 2020

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐No☒	
	Included in Budget:	Yes☐No☒	*Budget Source: Community Development Impact Fund Loan*
	One-time Costs:	Yes☒No☐	*Amount: $43,000*
	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, a budget error occurred during the budget compliation process that resulted in underfunding the Police Department capital replacement fund by $43,000, and

WHEREAS, the Police Department operating budget has excess funds due to a 1st quarter budget increase to cover special event staffing which will not be used due to event special event cancellations amid COVID precautions; and

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

Decrease	110-33091250	Community Service Officer Wages	$ 43,000
Increase	110-25099240	Transfer to the Capital Projects Fund	$ 43,000
Increase	240-430098191	Police Capital Equipment	$ 43,000
Increase	240-410089210	Transfer from the General Fund	$ 43,000

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

FINANCE COMMITTEE
Date and Time: Tuesday, July 28, 2020 @ 5:15 pm., Council Chambers
Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (*WebEx)*
Others Present: Groat, Rosenberg, Kremer, Bliven, Kujawa, Splinter
Jon Trautman, Clifton Larson LLC and Phil Cosson, Ehlers & Associates, via WebEx.

Discussion and possible action regarding budget modification Police Department
Rasmussen stated this if to correct a budget error. Groat explained departments input their budgets into an application with an Excel spreadsheet and can make changes to it until a specific point in time. They typically do two years at a time with a plan for the following year. She indicated she thinks she transferred 2020 budget to the Mayor's Executive Budget before they were done with the account. She stated the Police Department intended to spend $150,000 and they have $150,000 of expenses that they have line itemed but their budget only says $108,000. She proposed taking $43,000 out of the CSO wages for staffing events that were canceled and move it into the capital budget.

Motion to approve by Herbst, second by Watson to approve the budget modification for Police Department. Motion carried 5-0.

TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: July 23, 2020

RE: BUDGET MODIFICATION POLICE CAPITAL

The Central Equipment Fund was established to finance recurring capital replacements for various departments. This fund was created in 2017. Generally, we have been trying to increase the financial support within this fund to reduce the strain on the capital budget. Examples of capital purchased within this fund would be:

- Small maintenance projects in Parks such as a roof for a park bathroom
- City lap top and PC replacement
- IT server replacement
- Turnout gear and fire hoses in Fire
- Body camera expenses for the Police Department
- General government would include small maintenance projects at city hall such as office chair replacement, door replacement

The budget provisions are established by either myself or the individual department. An error occurred during the 2020 budget process that caused the Police Department to be under funded by $42,249. I believe it occurred due to a timing difference.

The department expects to spend the full $150,249.

Body Camera expenses	$117,904
Body Armor vests	$ 12,345
Forensic Lab Equipment	$ 20,000

After departments are done entering their budget we go through a copy process that transfers the data from department request field within the budget to the executive budget. I believe a timing issue occurred where we had transferred the budget to the executive budget before the police department had entered their updated numbers in the department request. The full $150,249 was reviewed and approved during the executive level review but because the reduced amount was included in the budget documents, due to my error in not noticing the variance, the full $150,249 was not included in the budget and not funded by the levy or other revenue sources.

We propose to fund this budget shortfall with a transfer from their operating budget in the General Fund. Early in 2020, prior to the Safer at Home and COVID 19 precautions, the Police

Department received a larger budget increase to provide additional staff time for summer events. These events have been canceled and the funds would be available for this transfer.

The proposed budget modification is as follows:

Decrease	110-33091250	Community Service Officer Wages	$	43,000
Increase	110-25099240	Transfer to the Capital Projects Fund	$	43,000
Increase	240-430098191	Police Capital Equipment	$	43,000
Increase	240-410089210	Transfer from the General Fund	$	43,000

A resolution is attached which would be considered by Common Council in August.

CUBE: Wausau:Budget_Entry
Wausau:Department_Wausau 4300 - POLICE DEPARTMENT
Wausau:Period 01

	20195 - 2019 Adopted Budget			20201 - 2020 Budget Dept Request			20202 - 2020 Executive Budget			20205 - 2020 Adopted Budget		
	Total	Amount	Change	Total	Amount	Change	Total	Amount	Change	Total	Amount	Change
240.000000000430098191 - OTHER CAPITAL EQUIPMENT-REPLAC	97,982	97,982	0	150,249	150,249	0	108,000	108,000	0	108,000	108,000	0

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE			
Approving Amendment to the City's Position Management System			
Committee Action:	Approved 5-0		
Fiscal Impact:	None		
File Number:	20-0811	**Date Introduced:**	August 12, 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 of Wausau manages budgetary expenses by establishing a fixed number of personnel per job position and granting departments budgetary authority to hire staff within those limits; and

WHEREAS, departments occasionally seek to overfill positions, or hire more than the fixed number of positions, usually for training new hires or covering for employees on leave; and

WHEREAS, the Employee Handbook does not include a provision allowing for the overfill of positions, and the City struggles with this lack of flexibility; and

BE IT RESOLVED, by the Common Council of the City of Wausau to amend the City's position management system to grant ten (10) non-funded positions in the HR department, to be loaned out to departments as needed upon approval from the HR Director, Finance Director, and Mayor. Funding for these positions will come from the department's existing budget. Any overfill positions needed position authority would require separate Council approval for the funding source.

Approved:

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Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: July 13, 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 Amending the City's Position Management System.
Vanderboom explained that currently every budget determines how many employees the City will employ and it stays within that number. Vanderboom said that certain circumstances might require that number to be exceeded, such as covering a vacancy or training for promoting into an upcoming vacancy. Two options were presented to the Committee for consideration and included in the packet.

Motion by Wadinski to approve option 2. Second by Martens. Martens asked for clarification on funding. Vanderboom said that typically a department will use salary savings money from a vacant position to fund an overfill, but if it does not have that ability, it will have to go to Finance Committee for approval for any money that would be moved around. All ayes. Motion passed 5-0.

Human Resource Committee Packet

July 13, 2020

Agenda Item
Discussion and Possible Action Amending the City's Position Management system
Background
The City of Wausau, via the budget process and other Common Council action, authorize each City department to hire a finite number of each position. For example, the Human Resources department is authorized for 2 personnel: 1 HR Director, 1 Senior HR Generalist, and 1 Administrative Assistant III. Any changes to this budgeted staffing level requires action by the Common Council. The Human Resources Department is receiving a high number of requests from department to exceed their position authority for a number of reasons. Perhaps the most common is requests to fill a position before the current incumbent has vacated the position. This results in an unbudgeted personnel expense. Another request to exceed position authority is to temporarily increase staffing levels, which also causes an unbudgeted expense. The Employee Handbook does not currently present a method to "overfill" positions, or to exceed position authority without Council action. While bring an additional permanent position to Council is certainly appropriate, it seems an unnecessary burden when only intended to last for a short training period.
Fiscal Impact
None.
Staff Recommendation
The Council has two options to address this issue: 1. The Employee Handbook can be modified to allow for positions to be overfilled with approval from the Mayor, HR Director, and Finance Director, as long as no budget modification is required to fund the overfill. 2. The Employee Handbook can be modified to grant 10 non-funded "space-holder" positions in the HR Department. These positions can be loaned out as needed (with approval from the Mayor, HR Director, and Finance Director) to other departments, to be funded from the department's existing budget. This grants the flexibility but limits the number of additional positions, which will ideally reserve these positions for true need. Both options are good solutions to the existing problem, and grant flexibility to City managers to address staffing needs without adding to the budget. Option 1 includes less oversight to the program, while Option 2 limits the amount of additional positions that can be added.
Staff contact: Toni Vanderboom (715-261-6634)

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving granting Paramedic Incentive Pay to Fire Battalion Chiefs.

Committee Action: Approved 5-0

Fiscal Impact: $3200

File Number:	20-0808	**Date Introduced:**	August 12, 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, in 2019 the Human Resources Department conducted a compression analysis of all City positions, which confirmed a minimum 5% spread in base pay between all positions with a supervisor/subordinate relationship in the Fire Department, including between represented and non-represented positions; and

WHEREAS, the current collective bargaining agreement between the City of Wausau and the Wausau Firefighter Association includes several pay incentives, including and Emergency Medical Technician Incentive, which is codified in Appendix B of the collective bargaining agreement; and

WHEREAS, the position of Battalion Chief has emergency medical responsibilities including participation in Emergency Medical Service response, overseeing the care of line-paramedics, and providing patient care when required

BE IT RESOLVED, by the Common Council of the City of Wausau to provide a Paramedic Pay Incentive to Battalion Chiefs upon proof of paramedic licensure submitted to the Human Resources Department. The Paramedic Pay Incentive shall consist of 2% of the employee's base pay.

Approved:

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Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: July 13, 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 Granting Paramedic Incentive Pay to Battalion Chiefs.
Vanderboom said this item was advanced by the Fire Chief. Vanderboom explained that at the end of 2019 the Human Resources Department did a compression analysis to ensure that at least a 5% salary spread existed between supervisors and their direct reports. Vanderboom said that the analysis concluded that most positions had enough of a spread, but the item is complicated in the Fire Department because of the many incentives that their employees receive, most notably the paramedic incentive pay. The Fire Chief has requested that the paramedic incentive pay be granted to the Battalion Chiefs because they also hold a paramedic license.

Motion by Martens to grant Paramedic Incentive Pay to Battalion Chiefs. Second by Wadinski. All ayes. Motion passes 5-0.

Memorandum

From: Tracey Kujawa, Fire Chief
To: Human Resources Committee
Date: July 1, 2020
Subject: Pay Compression

Purpose:
To help alleviate the compression in compensation which exists between the lieutenant and battalion chief's positions within the Wausau Fire Department.

Recommendation:
Discussion and approval of providing a 2% paramedic pay for the battalion chief's position which they lost upon promotion. This will assist in alleviating the compression which is currently present between the position of lieutenant and battalion chief.

Facts OR Considerations:
The Wausau Fire Department is having difficulty recruiting members of our Department to apply for the position of battalion chief because of the minimal hourly increase from the lower ranked union position to the higher ranking non-union position. We want quality individuals applying for this position and it has been difficult, at best, to recruit people to apply for this position because they lose the following upon promotion:

- Union representation
- 0.5% per hour for overtime worked
- Longevity pay
- Paramedic pay
- 4 hours of additional holiday pay when scheduled to work on a holiday

The battalion chief, or shift commander, has increased responsibilities and receives minimum or no increase in overall compensation. This position manages an 18 person crew and is assigned as the incident commander at all significant responses requiring them to literally make life and death decisions immediately, without delay, concerning situations that are dynamic and most often with minimal information. The battalion chief's position does respond on EMS responses and oversees the care of our line-paramedics and will help provide patient care when required. With this expectation it is logical to have them continue to earn their 2% paramedic pay.

Impact:
The budget impact would be 2% of the current salaries of two battalion chief's position which is estimated at approximately $3,200.

Drafted by: Tracey Kujawa

Cc: Mayor

Human Resource Committee Packet

July 13, 2020

Agenda Item
Discussion and Possible Action Granting Paramedic Incentive Pay to Battalion Chiefs
Background
At the end of 2019, the Human Resources Department conducted a compression analysis of all City positions, including the Fire Department. That analysis revealed a minimum 5% spread between all positions in the Fire Department, including between represented and non-represented positions. However, the collective bargaining agreement between the City and the Wausau Firefighter Association includes several incentives, including an Emergency Medical Technician Incentive. The current collective bargaining agreement includes Appendix B, which codifies the Emergency Medical Technician Program for represented employees (attached.) Per the Fire Chief's Staffing Paper (attached), the position of Battalion Chief responds on EMS responses and oversees the care of line-paramedics and will help provide patient care when required.
Fiscal Impact
Approximately $3200
Staff Recommendation
Approve 2% Paramedic Pay Incentive, contingent upon proof of paramedic licensure
Staff contact: Toni Vanderboom (715-261-6634) and Tracey Kujawa (715-261-7901)

APPENDIX B EMERGENCY MEDICAL TECHNICIAN PROGRAM

A. Terms and Definitions

EMT-Basic - refers to an individual who holds a current State EMT-B license.
EMT- Advanced - refers to an individual who holds a current State EMT- Advanced license.
EMT-Paramedic - refers to an individual who holds a current State EMT Paramedic license.
Program – When "P" is capitalized, refers to EMT-Paramedic services offered to the Wausau Area by the Wausau Fire Department
State – The State of Wisconsin Emergency Medical Services
Decertification – The process by which an individual may leave the EMT-P program.
Verified Medical Reasons – A medical Condition which prevents an individual from carrying out the duties and responsibilities of the EMT-P license. Such a condition shall be verified in writing with a statement from a Wisconsin licensed physician or other state licensed specialist detailing the specific reason(s) necessitating leaving the Program

B. Roster

1. Individuals Hired after November 1, 2000 will be required to maintain EMT-P licensure until they are promoted to the rank of Engineer or the rank of Lieutenant.
2. All Program participants agree to serve a minimum of five (5) years in the Program. The five (5) years shall be measured from the date of full EMT-P licensure is received.
3. After five (5) years of Program participation, an individual may apply for decertification during an annual time period from August 15 to September 1.
4. Wausau Fire Department will post an annual notice on departmental bulletin boards from August 15 to September 1 to notify eligible Program participants of the renewal or decertification time period.
5. Personnel leaving the Program shall be allowed to keep their EMT-P license for six (6) months after leaving the program, or until the next license renewal time, or until the next refresher class is offered, whichever is the shortest time period.
6. Personnel who have left the Program, but who have maintained their EMT-P licensure and its requirements may rejoin the Program.
7. Personnel leaving the Program will be required to perform all duties associated 32 with the Wausau Fire Department job classification they return to. Personnel leaving the program will be required to maintain EMT-Basic license.
8. When more than one Program participant applies to leave the Program, the following shall be the criteria used to select those who may leave: a. The number of personnel available to replace those applying to leave. The total number of which may leave the Program at any time will be determined by the needs of the City. b. Promotion. c. Seniority in the Program. d. Seniority in Wausau Fire Department. e. Personnel with

verifiable medical reasons will be allowed to leave the Program at any time. f. Personnel who move into the Inspection Department will be required to leave the Program.

C. Training

1. EMT continuing education opportunities and refreshers will be available.
2. All licensed Wausau Fire Department Emergency Medical Technicians shall complete their refresher training as required by the State to maintain their licensure.
3. Program participants will be allowed to accumulate state required continuing education credits by attending Wausau Fire Department approved classes of their choice. This shall not apply to the annual refresher training outlined in C1 nor the requirements of C4.
4. Wausau Fire Department reserves the right to require attendance at certain special EMT training sessions with reasonable notice.
5. Program participants choosing to travel to classes outside of the Wausau Metropolitan area for continuing education credits shall do so at their own expense. Wausau Fire Department will assume only those expenses equivalent to local tuition, overtime and other expenses which would have normally occurred had the individual attended a local class.
6. All continuing education required by the State and the Medical Director will be adhered to.
7. All continuing education which utilize City resources will be approved by the Wausau Fire Department prior to participation.
8. Wausau Fire Department will post the dates for refresher training at the same time the vacation schedule is posted. Personnel agree to make themselves available for refresher training on the dates posted by not selecting those dates for vacation, wellness, or other off time. Employees may attend training modules elsewhere at their own expense if they miss a Wausau Fire Department scheduled refresher class.
9. If a posted Program refresher or ACLS training date is changed and a Program participant finds that the new date conflicts with vacation, wellness, or other time previously scheduled, the Program participant will be allowed to reschedule the 33 off time for any equivalent amount of off time due within 90 days of the rescheduled training date.
10. Nothing in this agreement is intended to nor should be construed as abridging or nullifying any portion of the Management's Rights Article or any other provision of the labor agreement between the City and the Union.

D. Staffing

1. An attempt will be made to staff all City ambulances at the ALS level.
2. ALS ambulances will be staffed with 2 EMT-P's.

3. Wausau Fire Department will maintain a pool of EMT-P personnel sufficient to meet the needs of the Program. Wausau Fire Department shall commit to staffing 2 ambulances at the ALS level at all times.

E. Compensation EMT-Paramedic’s shall receive in addition to their base pay rate: At the time of EMTP licensure – 6 % After 5 years as an EMT-P – 7% Paramedics maintaining a Critical Care Paramedic Licensure will receive an additional 1%. Any Engineer or Lieutenant currently in that position that does not have a paramedic license would not be eligible for the paramedic pay provision even if the employee would acquire the paramedic license. This means that the paramedic pay provision for the Engineer and Lieutenant provision would only be applied prospectively. Engineer/EMT-P-2% Lieutenant/EMT-P-2%

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:	Approved 5-0		
Fiscal Impact:	None		
File Number:	20-0310	**Date Introduced:**	August 12, 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, 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 July 14, 2020, the Common Council ratified and approved a revision to the Revised Policy. This revision was made to remove references to the Governor's Safer at Home order (Ever's Emergency Order #12), which the Wisconsin Supreme Court overturned on May 13, 2020. This revision also clarified that the City's revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) remained valid and in effect despite the May 11, 2020 expiration of the City of Wausau's State of Emergency Proclamation;

WHEREAS, on July 13, 2020 the Human Resources Committee reviewed and approved an additional revision to the City's revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus), making this the third version of the policy to date. This most recent revision updated the Policy to stay up-to-date with developing conditions, including:

- Updates to COVID-19 symptoms according to the CDC
- Updates the City's return to work procedures
- Allowing HR to put into revisions into effect immediately as procedures and public health recommendations change, and;

WHEREAS, 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:

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Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: July 13, 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 this is a third revision. Revisions include an update to the symptoms list. Also included is the ability for Human Resources to revise the policy and have it effective immediately, rather than needing Committee and Council approval for the changes to go into effect. Vanderboom said that the changes that were approved by the Committee last month are still not in effect because the policy did not go to Council last month. Vanderboom said another revision is for employees to provide a doctor's note.

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

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

Effective: March 18, 2020
Revised: July 6, 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 to respond to the 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 and placed into effect immediately as procedures and public health recommendations change, with approval from the Mayor and/or Council as appropriate and in a timely manner~~, 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 smell
- Fatigue
- Headache
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea[2]

This list does not contain all symptoms; the CDC will continue updating the list as they learn more about COVID-19. People who are sick with influenza-like illness should stay home and minimize contact with others. 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.[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.

- Avoid close contact. Whenever possible, maintain 6 feet distance between yourself and others. Do not gather in groups and stay out of crowded places.
- 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.
- 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, 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).If you leave the house to seek medical care, call ahead and wear a facemask, if available and tolerable, and cover your coughs and sneezes with a tissue. In general, you should avoid contact with other people as much as possible to keep from spreading your illness, especially people at increased risk of severe illness from influenza. Stay in a specific "sick room" and limit contact with people and pets.
- Employees are expected to follow the CDC prevention guidelines found at https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html
- For more information, visit the CDC website at https://www.cdc.gov/coronavirus

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.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 to support the health of both employees and residents:

- Employees shall wherever possible 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.

CONTINUITY OF OPERATIONS

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.

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 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.

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
- 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

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. If the employee is asymptomatic and able to work from home, accommodations may be made for the individual to telecommute.

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 the conditions ~~or either the test-based or symptom-based strategy have been met~~established by the CDC have been met. The CDC provides guidance regarding return-to-work requirements at https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html~~https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html~~. A doctor's release may be required before returning to work.

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

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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 31st. On 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 FFRCA 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.*

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~~ established by the CDC have been met. These conditions can be found at https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html~~https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html~~.

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) ad 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 follows all regular departmental sick leave policies and procedures, included 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 to 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 copy 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 to 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. 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.

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/ffcra-questions)

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving the sale of 1.92 acres of Wausau Business Campus land to Diversified Companies for $1 for the construction of a fleet maintenance facility at 1078 S. 84th Avenue. Committee Action: Approved 5-0 Fiscal Impact:	
File Number: 20-0814	**Date Introduced:** August 12, 2020

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes ☒ No ☐	N/A – no costs	
	Included in Budget:	Yes ☐ No ☐		
	One-time Costs:	Yes ☐ No ☐		
	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 ☐		
	TID Source: Increment Revenue ☐ *Debt Funds on Hand* ☐ *Interfund Loan* ☐			

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, Diversified Companies has been an occupant of the industrial park since 2007 and has grown its business to more than 30 employees; and

WHEREAS, Diversified Companies needs to construct a new $350,000 fleet maintenance facility to enable its growth strategy for adding as many as 40 new positions in the next three years; and

WHEREAS, the City's Economic Development committee, at its meeting on December 17, 2019, discussed and recommended selling 1.92 acres of Wausau Business Campus property at 1078 S. 84th Ave. for $1 to Diversified Companies with its agreement to add five (5) fulltime equivalent positions to its existing workforce.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Wausau does hereby approve selling 1.92 acres of Wausau Business Campus land to Diversified Companies for $1 for the construction of a $350,000 fleet maintenance facility at 1078 S. 84th Avenue.

BE IT FURTHER RESOLVED that Diversified Companies will need to create five (5) fulltime equivalent positions.

BE IT FURTHER RESOLVED the proper city officials are hereby authorized and directed to execute the necessary real estate documents for the sale.

BE IT FURTHER RESOLVED that Diversified Companies will abide by all terms and conditions set forth in the city's current deed restrictions.

Approved:

____

Katie Rosenberg, Mayor

Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Business Campus land sale to **Diversified Companies**

Community Development staff has been working with Diversified Companies since October 2019 for an expansion to its existing facility in the Wausau Business Campus. The company is interested in purchasing a 1.92-acre parcel at 1078 South 84th Avenue. Only 1.45 acres are suitable for development due to wetlands at the north end of the property.

Diversified is proposing a $350,000 maintenance facility for its fleet of 50 vehicles. The company has added more than 20 jobs in the past three years, and anticipates adding as many as 40 new positions in the next three years. The proposed maintenance facility is critical to the company's growth as it will enable the firm to bring its fleet maintenance in house rather than contracting with an outside vendor for maintenance work. The proposed building use conforms with the Business Campus covenants.

City of Wausau Economic Development Committee approved the sale of the parcel at its December 17, 2019 meeting for $1, with the agreement that Diversified Companies would create five (5) fulltime equivalent positions. The committee's decision was contingent on the results of new wetland delineations conducted on the property, which were recently completed in late July. The resolution for the land sale was not brought forward to the common council during this period.

Diversified is an existing Wausau-based employer with a successful history of job growth in the community. The city's Economic Development committee recommended the sale of this parcel to Diversified Companies for $1 with the agreement it creates five (5) new positions.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time:	Tuesday, November 5, 2019 at 5:15 p.m., Council Chambers
Members Present:	Neal, Gisselman, Peckham, Rasmussen and Martens
Others Present:	Schock, Jacobson and Marquardt

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 5:17 p.m.

1# Approval of the Minutes from 10/01/19

Motion by Gisselman, second by Peckham to approve the minutes. Motion passed 4-0, Neal abstained.

#2 Discussion and Possible Action on the Sale of Approximately 1.93 Acres of Business Campus Property Adjacent to the Intersection of 84th Avenue and Enterprise Drive to Diversified Properties, LLC

Schock explained Diversified Properties expressed interest in expanding with additional property. They have purchased property in the past for $1 and are seeking the same consideration for this purchase. Peckham asked when the project will commence to which Schock replied in the Spring/Summer of 2020. Neal pointed out it is similar to past partnerships. Schock furthered the property is probably best suited as an expansion area due to the wetlands limitations.

Rasmussen asked if the return on investment would be great enough to do this again. Schock explained there would not necessarily be a binding development agreement as it is a straight sale. Rasmussen indicated a desire for the value to be in jobs given the low taxable amount of the project.

Committee agreed by consensus to hold this item pending further discussions with the company.

#3 Discussion and Possible Action on the Proposal Received for Phase 4 Improvements to Athletic Park

Schock pointed out the packet contains the term sheet which includes parking and some analysis. Mark Macdonald reviewed the previous improvement phases. Phase 4 includes $1.5 million for a) New seats on the first base side; b) Finishing the lighting project in the outfield and c) Renovation of the first base dugout area. The lights will be high-quality energy-efficient and with much less spill. The first base renovations will include 190 premium seats, 2 new small concession stands and an update to the visitor dugout. Construction will begin at the end of the 2020 season and be ready for the 2021 season.

Macdonald explained one of the biggest aspects will be parking due to the loss of spaces previously utilized by the team. He furthered the team is looking for approximately 500 slots to be available for a game. Schock added the City already has plans to partner with Bridge Community in regards to parking possibilities and to continue the trend of having on-street parking in the North Riverfront development area. Macdonald stated the goal is to reduce some of the parking stress off the neighborhood.

Neal stated the proposal passed 4-1 at Park & Rec last night. He further expressed the park is a gem and the City should support its continued growth. Peckham asked about the plan for historic review. Macdonald answered that it will go to Historic Preservation within the next week or so. Peckham also asked for an explanation of a warrant study as referenced in the term sheet. Schock explained it is a civil engineering study to see what signaling is warranted in that area. City's commitment is to do the study.

Peckham asked if there was a handle on what the parking is going to cost. Schock said specifics are not quite ready and won't be until the other future developments are finalized. The parking allocation will also be affected by the property coming to us which could result in close to 150 spaces. Rasmussen suggested purchasing the Wilson-Hurd property explaining due to potential contamination issues, the best use for the property might be a parking lot. She also mentioned the partnership with Macdonald has been great. Gisselman noted 500 parking spaces is a lot and felt the Committee should see exactly where they are. Schock remarked the City is not going to build 500 new spaces but ensure that 500 spaces are always available. Rasmussen suggested marking/striping spaces on the street for better parking clarity.

Motion by Rasmussen, second by Martens to move the plan forward.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, December 17, 2019 at 5:15 p.m., Council Chambers

Members Present: Neal, Gisselman, Peckham, Rasmussen and Martens
Plan Commission Present: Mielke, Lindman, Bohlken and Zahrt

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.

Joint Meeting Items

#1 Presentation by Neighborhood Planners LLC of the South Riverfront and Towers Area Master Plans

Andrew Dane of Neighborhood Planners and Garret Perry of Design Studio Etc., presented an overview of the South Riverfront plan which emphasized active lifestyle development. The Towers Area overview was also presented and emphasized river engagement including green fingers with an additional discussion on parking requirements. The presentation will be added to the meeting packet.

#2 Discussion and Possible Action on the South Riverfront Master Plan
#3 Discussion and Possible Action on the Towers Area Master Plan

Rasmussen commented the concepts were inspiring and would like the presentation to be given to the full Council. Schock felt, if the Committee wanted, it would be appropriate to move the plans forward. Rasmussen wanted to have some time for the community to comment on the concepts and bring the plans back to the next Economic Development Committee meeting. Gisselman commented the plan did not show the Dudley cross walk and asked what the plan would be for that. Dane explained the concept shows a skyway but not necessarily as the development agreement spells out. Peckham asked about the financials. Dane pointed out the financials would be the next step. Perry added the plan is a good faith effort to push the public amenities to drive the interest in future development.

Committee agreed by consensus to bring the plans back to the next Economic Development Committee meeting. Rasmussen added she loves how the park drives the economic development and furthered there is a need to keep an eye on the parking.

Plan Commission adjourned at 6:10 p.m.

#4 Approval of the Minutes from 11/05/19

Motion by Martens to approve the minutes, second by Peckham. Motion passed 5-0.

#5 Discussion and Possible Action on the Sale of Approximately 1.93 Acres of Business Campus Property Adjacent to the Intersection of 84th Avenue and Enterprise Drive to Diversified Properties, LLC

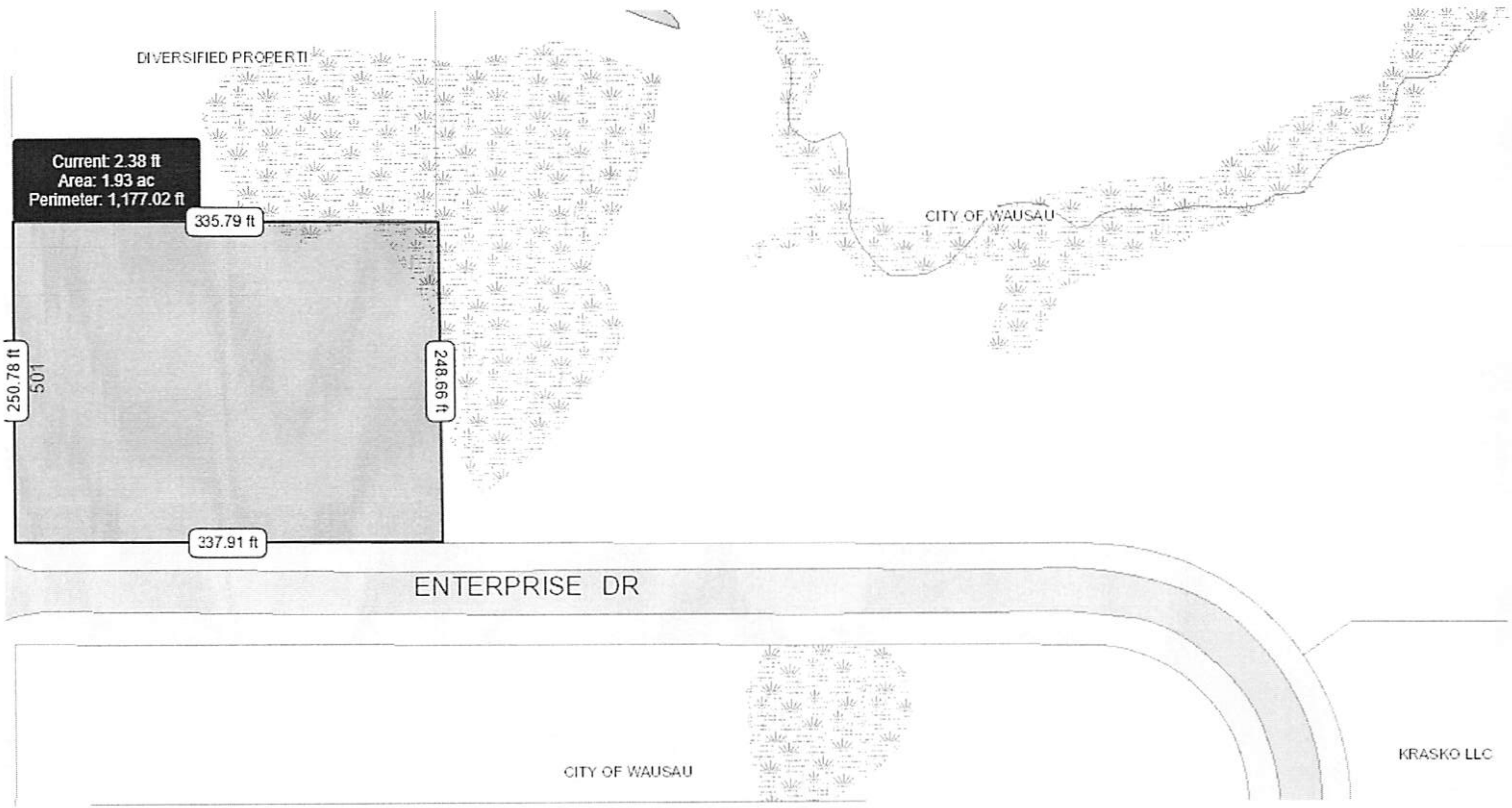
Schock stated there has been continued dialogue with Diversified on their expansion to the small adjacent parcel that has some wetland issues. Diversified has agreed to create 5 FTEs.

Motion by Rasmussen to approve the sale, second by Peckham. Motion passed 5-0.

#6 Discussion and Possible Action on the Proposals Received for the North Riverfront Redevelopment Area RFP

Schock explained there were a variety of proposers for the area that includes the Great Lakes Cheese properties. Staff would like to lay out a final plan that would include all the proposals.

Noel Felix, Straight Shot, introduced his team and presented his vision for 30 housing units primarily for empty

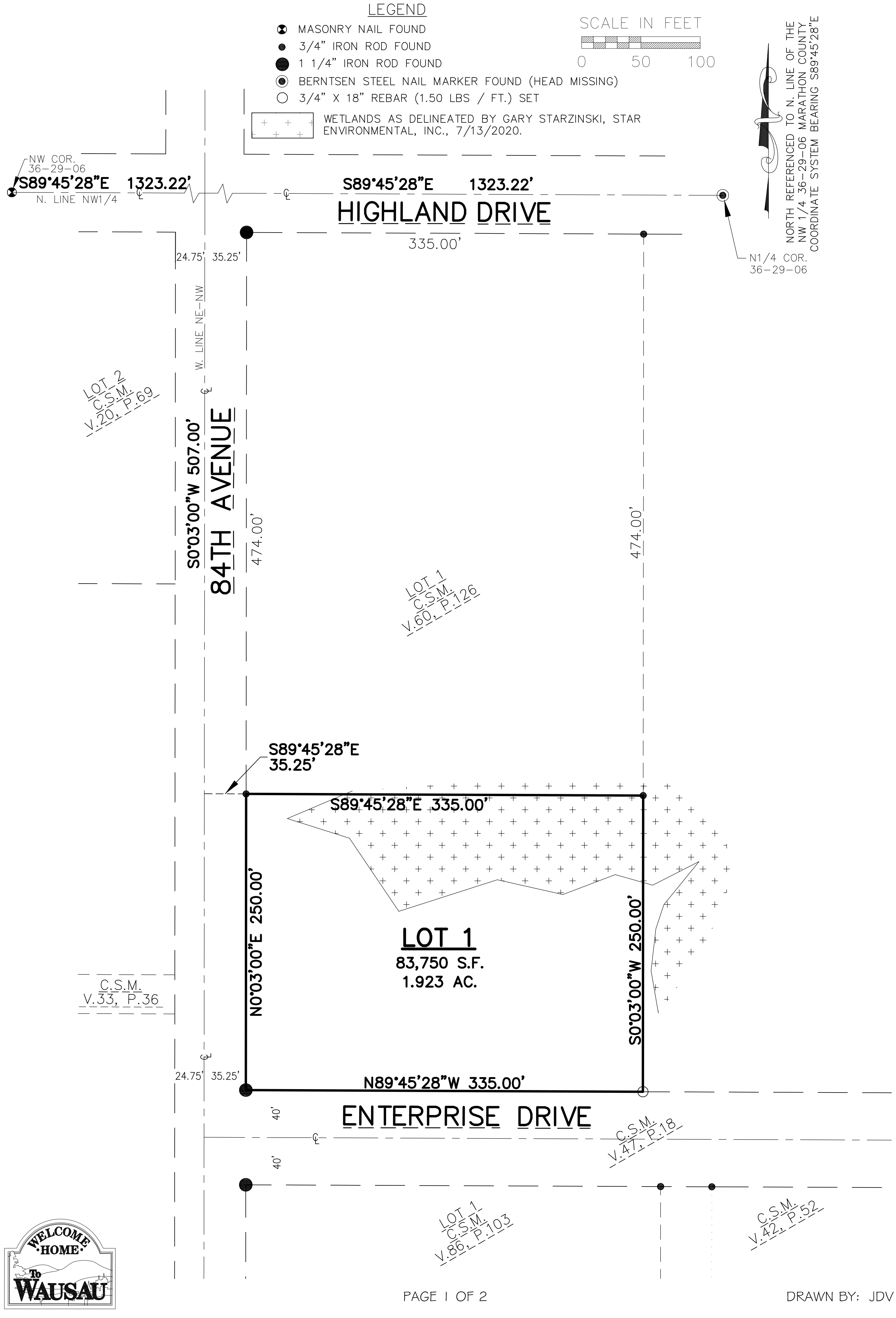

DIVERSIFIED PROPERTI
Current: 2.38 ft
Area: 1.93 ac
Perimeter: 1,177.02 ft
335.79 ft
250.78 ft
501
248.66 ft
337.91 ft
CITY OF WAUSAU
ENTERPRISE DR
CITY OF WAUSAU
KRASKO LLC

CERTIFIED SURVEY MAP

PART OF THE NE 1/4 OF THE NW 1/4, SECTION 36, T 29 N,
R 6 E, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR

CITY OF WAUSAU



DRAWN BY: JDV

Diversified

October 4, 2019

City of Wausau
Attn: Christian Schock
407 Grant Street
Wausau, WI 54403

Bring back w/ job creation commitment

To Whom It May Concern:

On behalf of Diversified located at 8325 Highland Drive in the Wausau West Business and Industrial Park, we are proposing a purchase of land to provide necessary room for expansion to our existing property. The property of interest is located directly south of our current property consisting of 1.93 acres adjacent to the intersection of 84th Ave and Enterprise Drive.

The property of interest would provide for a larger expansion to our current warehouse/office and a proposed maintenance building for our fleet of 50 vehicles. The approximate value of this building is $350,000. We would be interested in beginning construction in the Spring/Summer of 2020. Diversified Installation Service, Inc, Overhead Door Company of Wausau, Sport Court Wisconsin, Diversified Properties, LLC, TJJJS Properties, LLC, and J2E, Inc (All whom operate out of the current office/warehouse space) have added 20+ jobs in the past 2-3 years and projecting to add 40+ in the next 2-3 years.

Purchasing the property this year would allow timely preparation for land clearing, civil engineering, wetland delineation, state approvals, etc.

In 2007 when we purchased our current property, Diversified Properties, LLC paid $1 an acre for business development. We are proposing the same purchase price per acre for these additional 1.93 acres.

Sincerely,

Jordan Strasser
Chief Operating Officer
Diversified Companies

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

RESOLUTION OF THE COMMON COUNCIL

Creating Wausau Policing Task Force

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0812 **Date Introduced:** August 12, 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 Common Council wishes to create a special committee pursuant to Rule 13 D., WMC 2.16, entitled Wausau Policing Task Force ("Task Force") to 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; and

WHEREAS, 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; and

WHEREAS, the Task Force will 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; and

WHEREAS, the Task Force will be comprised of seven (7) members appointed by the mayor and confirmed by the council consisting of one (1) common council member, two (2) Police and Fire Commissioners, and four (4) volunteer representatives from diversity and justice advocacy groups and citizens. The mayor will select the chair; and

WHEREAS, the Wausau Policing Task Force will have the following tasks and objectives, along with other duties as delegated to it by the mayor and common council from time to time;

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 and develop recommendations together with the Police and Fire Commission.
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 and state and federal laws.
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 conferring with the Police and Fire Commission where advisable; and

WHEREAS, 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.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that there is hereby created a Wausau Policing Task Force for the purposes stated herein, to carry out its assigned duties as enumerated above.

Approved:

____

Katie Rosenberg, Mayor

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Wausau Policing Task Force*

File Number: 20-0803 **Date Introduced:** August 12, 2020

Wausau Policing Task Force

Patrick Peckham Alderperson Representative	1618 Emerson St	715-845-1396
William Harris Police & Fire Commission Representative	316 1/2 3rd St, Apt C	715-551-9585
Michael Loy Police & Fire Commission Representative	514 Aspen Grove Ln	715-370-8034
Sarah Schneck Citizen Representative	608 Lake View Dr	715-212-5624
John Robinson Citizen Representative	226 Highland Ct	715-212-2227
Michael Klemp-North Citizen Representative	4029 Pine Tree Rd	
Kayley McColley Citizen Representative		

Approved:

Katie Rosenberg, Mayor

Office of the Mayor
Katie Rosenberg

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

MEMORANDUM

DATE: August 11, 2020

TO: Leslie Kremer, City Clerk
Mary Goede, Deputy City Clerk

FROM: Katie Rosenberg

RE: Appointments to the Policing Task Force Committee

Please note that I will be appointing the following individuals to the newly created Policing Tasking Force. Please add this to the City Council Agenda packet for the meeting scheduled for Wed, 8/12/20. If you have any questions, feel free to call or email. Thank you.

POLICING TASK FORCE COMMITTEE

Alderperson
Patrick Peckham
1618 Emerson Street
Wausau, WI 54403
715-845-1396
Patrick.peckham@ci.wausau.wi.us

Police & Fire Commission Representative
Michael Loy
514 Aspen Grove Lane
Wausau, WI 54403
715-370-8034
mloy@norcen.org

Police & Fire Comm Representative
William Harris
316-1/2 N. 3rd Street #C
Wausau, WI 54403
715-551-9585
William.harris@co.marathon.wi.us

Citizen
John Robinson
226 Highland Court
Wausau, WI 54403
715-212-2227
john.robinson@co.marathon.wi.us

Citizen
Sarah Schneck
608 Lake View Drive
Wausau, WI 54403
715-212-5624
Schneck.sarah@gmail.com

Citizen
Michael Klemp-North
4029 Pine Tree Road
Wausau, WI 54403
Phone and email to follow

Kayley McColley
Kayleymccolley3500@gmail.com

Please see their bio's attached below.

Wausau Alder

Patrick Peckham
1618 Emerson St

Patrick Peckham is currently serving his third term on the Wausau City Council. During his tenure he's focused on improving communication with constituents and environmental and sustainability issues. Peckham is a retired journalist who knows how to dig into the big issues.

Police and Fire Commissioners

Michael Loy
514 Aspen Grove Lane

Michael Loy is the CEO for North Central Health Care and currently serves on Wausau's Police and Fire Commission. During his four and a half years at the helm of NCHC, Mr. Loy oversaw tremendous transitions in culture, leadership, and strategic direction while continuing to serve the mental health, substance abuse, crisis, developmental disabilities, adult protection, aquatic physical therapy, and skilled nursing care needs of Marathon, Lincoln, and Langlade Counties.

William Harris
316-1/2 N. 3rd St. #C

William Harris is an attorney at Wisconsin Judicare and currently serves on Wausau's Police and Fire Commission. His expertise is in landlord/tenant law, family law, and other related matters in Judicare's Civil Unit. Harris was recently elected to the Marathon County Board where he is focused on transportation and health and human services.

Residents

John Robinson (C)
226 Highland Court

John Robinson has served as a policymaker in various levels of government including city council, as mayor, as assembly representative, and currently as a Marathon County Board Supervisor. During his tenure he's championed openness and transparency in government, strategic planning and process improvement, and smart investing.

Sarah Schneck
608 Lake View Drive

Sarah Schneck is a special education teacher at a non-traditional secondary charter school in the Wausau School District. She is currently on her 14th year at Enrich, Excel, Achieve Learning Academy. She holds a master's degree in Differentiated Instruction for At-Risk Learners and a bachelor's degree in

Sociology with an emphasis in Juvenile Delinquency. Schneck is also connected with the Kettering Research Foundation in Dayton, Ohio where she focuses on the deliberative process in the classroom. She is a very proud mother of two amazing biracial daughters.

Michael Klemp-North
4029 Pine Tree Road

Dr. Michael Klemp-North is the Director of Operations for a local business. He also teaches in the criminal justice field, drawing on his experience as a probation agent and juvenile justice as well as his educational background in criminal justice, social welfare, and race and ethnic relations and criminal justice.

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

ORDINANCE OF THE COMMON COUNCIL			
Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required			
Committee Action:	*Pending*	**Ordinance Number:**	
Fiscal Impact:	None		
File Number:	02-0432	**Date Introduced:**	August 11, 2020

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

Add ( )

Section 1. That Rule 2, Quorum Required, is hereby amended to read as follow:

RULE 2 – QUORUM REQUIRED

A quorum is necessary for the transaction of any council business. Two-thirds (2/3) of all members of the council, excluding the mayor, shall constitute a quorum. Vacant seats shall be counted to determine whether or not a quorum is present. Members may appear in person or by any method of remote technology, including by telephone or videoconference, for any agenda item in which the discussion and/or action will occur in open session. A quorum may be established through participation by any method of remote technology and members shall be allowed to vote by telephone by roll call vote, for any agenda item in which the discussion and/or action will occur in open session. Members shall not be counted for purposes of establishing a quorum, or be allowed to vote, on any matter which is held closed session, unless such member is present for the discussion and action of the closed session matter in person.

Section 2. These amendments shall no longer be in force and effect after October 1, 2020.

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 on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

____
Katie Rosenberg, Mayor

Attest:

____
Leslie M. Kremer, Clerk

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

ORDINANCE OF THE COMMON COUNCIL			
Creating Section 1.08.035 Split shifts for election officials			
Committee Action: Pending		**Ordinance Number:**	
Fiscal Impact: None			
File Number:	20-0813	**Date Introduced:**	August 12, 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* ☐			

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

Section 1. That Section 1.08.035, Split shifts for election officials, is hereby created to read as follows:

Section 1.08.035 Split shifts for election officials. (a) In the absence of enough election workers available to work full-day shifts on election days, there may be two shifts for election workers. The first shift shall commence at 6:00 a.m. and end at 2:00 p.m. The second shift shall commence at 2:00 p.m. and end with completion of all required election day duties that follow the closure of the polls.

(b) There may be three shifts for election workers for certain large elections at the discretion of the clerk. The first shift shall commence at 6:00 a.m. and end at 11:30 a.m. The second shift shall commence at 11:30 a.m. and end at 4:00 p.m. and the third shift shall commence at 4:00 p.m. and end with completion of all required election day duties that follow the closure of the polls.

(c) The Clerk may deviate from the shifts outlined above when unforeseen circumstances arise that require the Clerk's discretion in order to supply adequate election workers on election days.

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

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for backup residential inspection services with the Town of Rib Mountain

Committee Action:	Pending
Fiscal Impact:	Annual Estimated Revenue of $2,500 per year to the city
File Number:	20-0809
Date Introduced:	August 12, 2020

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	Estimated Annual Revenue of $2,500
	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 Town of Rib Mountain has requested the assistance of the City in completing residential inspections on a backup basis; and

WHEREAS, your Finance Committee, at their August 12, 2020 meeting, discussed and approved entering into a contract with the Town of Rib Mountain for residential inspection services for a period beginning August 1, 2020 through December 31, 2024; and

WHEREAS, the Town of Rib Mountain Board approved the contract at their July 21, 2020 meeting.

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 2020-2024 contract for backup inspection services with the Town of Rib Mountain.

Approved:

____

Katie Rosenberg, Mayor

WISCONSIN

Memorandum

From: **William D. Hebert**

To: **Finance Committee**

Date: **07/30/2020**

Re: **Town of Rib Mountain – Backup Residential Inspections Services**

Purpose: To obtain your approval for entering an agreement with the Town of Rib Mountain. The city inspection division would provide backup inspection services to Rib Mountain.

Facts / Considerations:

Wausau inspections division has been contracting our services to other municipalities in the surrounding area. We are currently in a 4 year agreement with the city of Schofield to provide inspection services and have previously provided back up services to the Village of Weston in 2017.

The Town of Rib Mountain approached our office about providing backup services for them in the event their residential inspector is out on extended vacation or is on a medical leave. This contract would be for 4 years and billed at a rate of $90 per hour per inspection.

Recommendation: Your approval is requested for:

1. A 4 year contract with the Town of Rib Mountain to provide backup inspections services for residential construction on an as-needed basis.

Impact:

Possible revenue of up to $2500 per year. We also strengthen our working relationship with the town and contractors. Minimal impact on workload since we anticipate only several days of inspections per year.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson and Rib Mountain Community Development Director Jared Wehner.

Cc: Katie Rosenberg, Mayor
Eric Lindman, DPW & Utilities Director

CONTRACT FOR BACKUP INSPECTION SERVICES

CITY OF WAUSAU AND TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN

THIS AGREEMENT entered into this ____ day of _______, 2020, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the TOWN OF RIB MOUNTAIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "RIB MOUNTAIN":

WITNESSETH:

WHEREAS, WAUSAU, presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, WAUSAU, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

WHEREAS, RIB MOUNTAIN, desires to utilize, for its town, WAUSAU'S residential inspection services, and WAUSAU agrees to provide residential construction inspection services to RIB MOUNTAIN all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>TERM:</u> WAUSAU shall provide the following residential inspection services within the corporate boundaries of RIB MOUNTAIN for a period beginning August 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. <u>SCOPE:</u> Subject to the provisions hereafter contained in this contract, WAUSAU shall provide:
   a. Upon request, inspection services during all phases of residential construction, including, but not limited to, building, HVAC, plumbing and electrical to RIB MOUNTAIN, and the service shall be provided to any person or entity within RIB MOUNTAIN needed such inspection service.
3. <u>FEES:</u> Wausau shall be paid in a rate of $90.00/hour with a one-hour minimum by the following means:
   a. A contractor and/or individual engaging in residential construction within the Town of Rib Mountain shall obtain a building permit from the Town of Rib Mountain; and
   b. RIB MOUNTAIN will schedule inspection times in cooperation with WAUSAU; and
   c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection to RIB MOUNTAIN.
4. <u>TERMINATION:</u> WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
5. <u>HOLD HARMLESS:</u> Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or

by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU'S inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.

6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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

CITY OF WAUSAU BY:

____

Katie Rosenberg, Mayor

____

Leslie Kremer, City Clerk

TOWN OF RIB MOUNTAIN BY:

____

Allen Opall, Town Chair

____

Joanne Ruechel, Town Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract for commercial inspection services with the Town of Rib Mountain

Committee Action:	Pending
Fiscal Impact:	Annual Estimated Revenue will be based off of workload and in accordance with the city fee schedule
File Number: 20-0809	**Date Introduced:** August 12, 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 Town of Rib Mountain has requested the assistance of the City in completing commercial inspections; and

WHEREAS, your Finance Committee, at their August 12, 2020 meeting, discussed and approved entering into a contract with the Town of Rib Mountain for commercial permitting and inspection services for a period beginning September 1, 2020 through December 31, 2024 in accordance with the fee schedule; and

WHEREAS, the Town of Rib Mountain Board approved the contract at their July 21, 2020 meeting.

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 2020-2024 contract for commercial inspection services with the Town of Rib Mountain.

Approved:

____

Katie Rosenberg, Mayor

Memorandum

From: **William D. Hebert**

To: **Finance Committee**

Date: **07/30/2020**

Re: **Town of Rib Mountain – Full Commercial Inspections Services**

Purpose: To obtain your approval for entering an agreement with the Town of Rib Mountain. The city inspection division would provide full commercial inspection services to Rib Mountain.

Facts / Considerations:

Wausau inspections division has been contracting our services to other municipalities in the surrounding area. We are currently in a 4 year agreement with the city of Schofield to provide inspection services and have previously provided back up services to the Village of Weston in 2017.

The Town of Rib Mountain approached our office about providing commercial inspection services (building, electrical, HVAC, and plumbing). Rib Mountain would approve the site plan, then Wausau would issue a permit and provide inspections. It is proposed that Rib Mountain would adopt Wausau's fee schedule for commercial work.

In the previous 5 years, Rib Mountain has averaged 10 commercial building permits. The workload should be manageable with existing staff.

Recommendation: Your approval is requested for:

1. A 4 year contract with the Town of Rib Mountain to provide full inspections services for commercial construction on an as-needed basis.

Impact:

Revenue will be based off of workload.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson and Rib Mountain Community Development Director Jared Wehner.

Cc: Katie Rosenberg, Mayor
Eric Lindman, DPW & Utilities Director

Contract for Commercial Inspection Services
City of Wausau and Town of Rib Mountain, Marathon County, Wisconsin

This Agreement entered into this ____ day of _______, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Wausau" and the Town of Rib Mountain, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Rib Mountain":

Witnesseth:

Whereas, Wausau, presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

Whereas, Wausau, acknowledges that pursuant to Wis. Stat. §§62.17 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

Whereas, Rib Mountain, acknowledges that pursuant to Wis. Stats. §§60.22(3), 61.34, 61.35, and 62.23 that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential and commercial construction; and

Whereas, Rib Mountain, desires to utilize, for its town, Wausau's commercial inspection services, and Wausau agrees to provide commercial construction inspection services to Rib Mountain all upon certain terms and conditions as hereinafter enumerated.

Now, therefore, the parties hereto agree as follows:

1. <u>Term:</u> Wausau shall provide the following commercial inspection services within the corporate boundaries of Rib Mountain for a period beginning September 1, 2020 through December 31, 2024. This contract shall not automatically renew.
2. <u>Scope:</u> Subject to the provisions hereafter contained in this contract, Wausau shall provide:
    a. Upon request, inspection services during all phases of commercial construction, including, but not limited to, building, HVAC, plumbing and electrical to Rib Mountain, and the service shall be provided to any person or entity within Rib Mountain needed such inspection service.
    b. If during inspection a significant code violation is discovered outside the permitted project, WAUSAU shall report the violation to RIB MOUNTAIN.
3. <u>Fees:</u> Wausau shall be paid in accordance with its fee schedule as updated and adopted annually by the following means:
    a. A contractor and/or individual engaging in commercial construction within the Town of Rib Mountain shall obtain a zoning certificate from the Town of Rib Mountain; and
    b. The contractor and/or individual shall then present the zoning certificate to the City of Wausau for the issuance of a building permit, which fee so said building permit shall be paid directly to Wausau; and

c. WAUSAU shall then perform and issue a final building inspection and forward the report of such inspection and any associated occupancy certificates, approved plans or any other associated documentation to RIB MOUNTAIN.

4. TERMINATION: WAUSAU or RIB MOUNTAIN shall each have the option at any time during the term of this contract to terminate this contract upon ninety (90) days' written notice to the other party.

5. HOLD HARMLESS: Wausau agrees to defend, hold harmless, indemnify, release and forever discharge RIB MOUNTAIN from and against any and all judgements, damage, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by any reason of any other liability imposed by law or by anything or anyone else upon RIB MOUNTAIN, as the result of and/or due to WAUSAU'S inspection operations which are subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the forgoing are due, and the extent due, to the sole negligence or intentional act of RIB MOUNTAIN or its employees; and specifically include within the hold harmless are attorney fees and other costs of defense which may be sustained by and/or occasioned to RIB MOUNTAIN and/or any of RIB MOUNTAIN'S employees, agents, officers and designees, whether appointed, hired or elected.

6. NOTICE: Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403, and in the case of RIB MOUNTAIN, to the Town Clerk of the Town of Rib Mountain, 227800 Snowbird Avenue, Wausau, WI 54401.

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

CITY OF WAUSAU BY:

____

Katie Rosenberg, Mayor

____

Leslie Kremer, City Clerk

TOWN OF RIB MOUNTAIN BY:

____

Allen Opall, Town Chair

____

Joanne Ruechel, Town Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving engagement of additional services with ACT Services and related budget modification

Committee Action:	Pending		
Fiscal Impact:	$1,799.99		
File Number:	19-1109	**Date Introduced:**	August 12, 2020

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: $1,799.99 Self Insurance Fund Reserves*
	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 Board of Public Works, on accepted a proposal from ACT Services for the Americans with Disability Act facility audit in the amount of $18,410; and

WHEREAS, your Finance Committee, on June 25, 2019, approved a budget modification for the audit; and

WHEREAS, the Board of Public Works approved the payment of an invoice in the amount of $11,610.00

WHEREAS, additional services were recommended by ACT Services in the amount of $900.00; and

WHEREAS, a second invoice was received in the amount of $7,699.99, bringing the total to $19,309.99, or over the approved amount by $899.99; and

WHEREAS, your Finance Committee, at their August 12, 2020 meeting, discussed and approved the additional services with ACT Services in the amount of $1,799.99 and the related budget modification.

WHEREAS, a 2020 budget modification for the additional services is necessary as follows:

Increase 171-155092190 Professional Services $1,799.99

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.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to enter into a proposal with ACT Services for additional services related to the ADA facility audit in the amount of $1,799.99.

Approved:

____

Katie Rosenberg, Mayor

MEMO

TO: Board of Public Works

FROM: Anne Jacobson, City Attorney

DATE: December 17, 2019

RE: ACT invoice and additional services approval authority

<u>FACTS:</u>

- 3/15/19 – RFP posted, soliciting proposals by 4/16/19, 1:00 p.m.
- RFP went out for the Americans with Disability Act Facility Audit
- 4/16/19 – 6 proposals were opened by BPW, 4 of which were over $25,000. The minutes reflect that "the proposals will be reviewed and a recommendation will be made at a future meeting."
- 4/30/19 – BPW minutes: "The proposals were reviewed by three staff members and Lindman provided a summary. ACT services and Disability Access Consultants (DAC) were ranked the highest. ACT submitted a cost of $18,410 and DAC a cost of $28,970. Lindman moved to accept the proposal from ACT Services in the amount of $18,410. Groat seconded and motion passed."
- ACT sent a two-page proposal, dated 6/4/19, for a total cost of $18,410 for a Transition Plan. The Mayor signed it on 6/5/19.
- 6/25/19 Finance minutes: **Discussion and possible action on budget modification ADA Facilities**

  Groat stated CVMIC had encouraged all of its members to conduct facility ADA audits. The Council authorized a creation of a staff committee to come up with a plan to accomplish this. An RFP was written, the Board of Public Works opened the bids, and the committee selected ACT Services proposal of $18,410. There was no budget developed in anticipation of this project, but the Attorney's Office legal budget has funds available in Professional Services-Legal. She indicated another option would be to take money from the Self Insurance Fund and since this ADA audit was a recommendation of our insurance company, she felt this could be an appropriate alternate funding source. Lindman stated they will provide an analysis of the buildings that are typically open to the public, as well as buildings at the city Park's Department.

  Motion by Martens, second by Smith to approve the budget modification for the ADA audit from the Self Insured Fund. Motion carried 3-0.
- ACT sent an invoice dated 8/12/19, for work performed from 7/15/19 – 8/12/19, for a total of $11,610.00.
- ACT sent a two-page proposal, dated 9/3/19, for 4 different types of additional services, and set it up for Eric Lindman's signature (which remains unexecuted).

- On 10/22/19, the BPW approved recommending to Finance, if additional authorization were necessary, engaging additional services for a cost of $900; and it approved payment of the invoice in the amount of $11,610.00. (This amount was paid from the Self Insured Fund.)
- ACT sent to Eric Lindman, an e-mail on 10/31/19, with an invoice, dated 10/30/19 attached for $7,699.99, bringing the total to $19,309.99, or over the approved amount by $899.99.
- On 12/18/19, the BPW will consider payment of the 10/30/19 invoice in the amount of $7,699.99.

RESULT: Finance has approved a modification to the budget to spend $18,410 from the Self-Insured Fund. The second invoice exceeds the approval of the Finance Committee by $899.99, and with the approval of additional services (not a change order) in the amount of $900, a budget modification for $1,799.99 will be necessary.

APPLICABLE LAW AND POLICY

1. From **Wisconsin Statutes**:

62.14(4) – The council may make such rules as the council deems proper, . . . for the manner in which the business of said board shall be conducted.

(6)(a) – It shall be the duty of the board, under the direction of the council, to superintend all public works and keep the streets, alleys, sewers and public works and places in repair.

66.0907(3)(b) – The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.

66.0907(5)- The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing . . . shall be included . . . in the special tax to be levied.

66.0907(10)(a) – "Board of public works" means the committee or officer designated to handle street or sidewalk matters.

65.90(5)(a) - . . . the amounts of the various appropriations and the purposes for such appropriations stated in a budget . . . may not be changed unless authorized by a vote of two-thirds of the members-elect of the governing body of the municipality. .

2. From **WMC:**

   3.16.050 – the Board of Public Works is empowered by the Council to process, settle, defend, adjust, deny, or pay any and all claims against the City of Wausau. (a) and (b)

   2.16 – Rule 15 – All bills against the city shall be itemized and presented to the finance director for examination. Payment of bills, regular wages and salaries of officers and employees already provided for in the budget adopted by the council shall be made without submission to the council after ratification by the department/division head submitting them and approval of the finance director.

3. 5/22/18 **Procurement Policy**:

Purchase of Professional Services: 1.a) If it is estimated that the service being solicited has a total cost of over $25,000 a formal Request for Proposal shall be used to solicit vendor responses.

c) Based upon the services or project and the magnitude of the outcome *a selection committee may be advisable.*

- Service contracts or agreements *should* be reviewed by the City Attorney and placed on file with the City Clerk.
- From the Procurement Matrix: "Proposals shall be opened, recorded and tabulated by the Board of Public Works."
- **BUDGET**

  All *purchases* shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for *managing* departmental *spending* to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

  CONTRACT AUTHORIZATION

3. Purchase of Services – The City may *contract* for the purchase of services without Council resolution when the following conditions have been met:
   a) The funds for services are included in the approved City budget. (?)
   b) The procurement for services complies with the procurement policy.
   c) The City Attorney has reviewed and approved the form of the contract.
   d) The contract complies with other laws, resolutions and ordinances.
   e) The contract term meets one of the following criteria:
      1. The contract is for a period of one year or less, or
      2. The contract is for a specific project, or
      3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed $25,000.

Other relevant provisions:

- Contracts shall be signed by the Mayor and counter-signed by the City Clerk, Finance Director and City Attorney.
- The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract.
- Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget.
- Purchase contracts for goods or services valued at $5,000 or less may be signed by individual department directors as long as the purchase is provided in the budget.

ISSUES

1. Does the second invoice, which bills for money beyond that approved by Finance, require a change order?
2. "Are funds available within the budget"? Are funds for services included in the approved City budget? Does it matter in what account the money is held? It appears this audit was not provided for in the budget. However, there were funds available in the budget, in the self-insured fund. But only $18,410 was approved by Finance Committee. And as it appears to be a budget modification, it requires publication and a two-thirds vote of Council to approve.
3. Is the option selected by the BPW, costing $900, a "change order" or a new contract? A new proposal was sent, beyond the scope of work of the original project. How should that be approved?
4. From what authority does the BPW derive its power to handle matters beyond superintending streets and sidewalks and settling claims?
    - In selecting any vendor for which an RFP has been issued (after having opened, recorded and tabulated them)
    - For approving contracts?
    - For approving change orders?
    - For approving payment of invoices?

Spending is overseen by the department head to make sure expenses are properly managed and budgeted, requiring Transfers of Funds or change orders or budget modifications.

SUMMARY

The City may contract for the purchase of services without Council approval when the funds for services are included in the approved City budget. Contract change orders may be signed by the BPW as long as the change order does not materially change the work performed and funds are available within the budget. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract.

I think the issue for the second invoice, plus a new proposal from the same vendor, for additional services, will require certification from Maryanne, and if that necessitates Finance and Council approval (to modify the budget or transfer funds), then that is what we will do.

BOARD OF PUBLIC WORKS

Date of Meeting: April 16, 2019, at 1:30 p.m. in the Maple Room.

Members Present: Lindman, Groat, Jacobson

Also Present: Wesolowski, Ken Ligman – Becher Hoppe

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

Approve minutes of the April 9, 2019 meeting

Jacobson moved to approve the minutes of the April 9, 2019 meeting. Groat seconded and the motion passed.

Open bids and make recommendation for 2019 Asphalt Paving Project A

The following bids were received and opened:

American Asphalt	$304,837.37
RC Pavers	$329,000.50

Groat moved to award the contract to the low-qualified bidder, American Asphalt, in the amount of $304,837.37. Jacobson seconded and the motion passed.

Open bids and make recommendation for the Sewer Siphon Crossings Project

The following bids were received and opened:

	Contract 1 Base Bid	Contract 2 Base Bid	Contract 5 Base Bid
Janke General Contractors	$2,527,649	$1,467,922	$104,215 (deduct)
McMullen & Pitz Construction	$2,417,000	$1,038,000	$85,000 (deduct)

The bids will be reviewed by Becher Hoppe and a recommendation will be made at a future meeting. Ligman noted there may be an impact to the project since no bids were received for Contracts 3 and 4.

Open Request for Proposals for the Americans with Disability Act Facility Audit

The following proposals were received and opened:

ACT Services, Inc.	$18,410
DAC	$28,970
Funktion Design Studio	$24,060
Meeting the Challenge, Inc.	$53,500
MSA	$29,700
Skulski Consulting	$54,600

The proposals will be reviewed and a recommendation will be made at a future meeting.

BOARD OF PUBLIC WORKS

Date of Meeting: April 30, 2019, at 1:30 p.m. in the Maple Room.

Members Present: Lindman, Groat

Also Present: Wesolowski, Mohelnitzky, Hanson

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

Approve minutes of the April 16 and April 23, 2019 meetings

Groat moved to approve the minutes of the April 16 and April 23, 2019 meetings. Lindman seconded and the motion passed.

Open bids and make recommendation for JC Penney Parking Ramp – PT Repairs 2019

The following bids were received and opened:

Cy-Con, Inc.	$244,000.00
Ram Construction Services	$272.980.00
Restoration Systems	$281,992.00
Western Construction Group	$317,096.00
Vector Construction, Inc.	$339,872.50

Groat moved to award the contract to the low-qualified bidder, Cy-Con, Inc., in the amount of $244,000.00. Lindman seconded and the motion passed.

Open Request for Proposals and make recommendation for 2019 Landscape Maintenance Services

The following proposals were received and opened:

Baumann Lawn Care & Landscaping	$15,550.00
Re-Vi Design, LLC	$27,724.15

The proposals will be reviewed with a recommendation to be made at a future meeting.

Make recommendation for Americans with Disability Act Facility Audit (Proposals were opened April 16, 2019.)

The proposals were reviewed by three staff members and Lindman provided a summary. ACT Services and Disability Access Consultants (DAC) were ranked the highest. ACT submitted a cost of $18,410 and DAC a cost of $28,970. Lindman moved to accept the proposal from ACT Services in the amount of $18,410. Groat seconded and the motion passed.

Portland Cement Concrete Licenses: Olson Paving, Inc., and Pember Companies, Inc.

Contingent upon the City Attorney's review, Groat moved to approve the subject licenses. Lindman seconded and the motion passed

2019 Street Construction Project C: Jake's Excavating & Landscaping LLC, Pay Estimate #1

Niksich stated this pay estimate is for storm sewer and water work that has been completed on 1st Street. The quantities have been reviewed by the project inspector. Lindman moved to approve Pay Estimate #1 in the amount of $175,454.45. Jacobson seconded and the motion passed.

2019 Business Campus Drainage Project: Merrill Gravel & Construction Co., Pay Estimate #1

Wesolowski indicated this pay request is for work completed by Merrill Gravel. The quantities were reviewed by the project inspector. Lindman moved to approve Pay Estimate #1 in the amount of $75,882.78. Splinter seconded and the motion passed.

2019 Concrete Pavement Repair Project: C.P.R. Inc., Pay Estimate #2

Per Wesolowski, this pay estimate will bring C.P.R. Inc. up to date. The quantities were reviewed by the project inspector. Lindman moved to approve Pay Estimate #2 in the amount of $74,257.88. Splinter seconded and the motion passed.

Discussion and possible action on pay request from ACT Services, Inc., for professional services from July 15, 2019 to August 12, 2019

and

Discussion and possible action on additional services from ACT Services, Inc., for Accessibility Consulting Services

Jacobson questioned the authority given to the Board of Public Works to approve this invoice as it does not involve streets. She believes this should go to Finance and Council in addition to the Board of Public Works as this project overall effects the entire city. She explained that a RFP was issued and then opened by the Board of Public Works. Staff ranked the proposals and the Board of Public Works approved ACT. Now before the Board is approval of an invoice and optional things the City can contract for based on the facility audit. This involved all of the City's various facilities. She questioned if this should be brought to the entire Council. Rasmussen feels Finance is where this should be considered.

Jacobson asked where the authority came from to do the close caption study as that was also something embarked upon because of ADA. Jacobson is unsure if the Board of Public Works has authority beyond opening the bids.

Rasmussen asked if the cost of the additional services exceeded the approved amount of funds. Lindman replied it does not exceed the budgeted amount. The proposal for additional services gives various options. Staff would like to move forward with the $900 proposal, which would provide items that were not listed in the RFP but observed and noted as not in compliance.

Jacobson stated a recommendation can be sent to Finance. Rasmussen said unless there is a need to modify the budget, action may not be needed by Finance. However, she felt the committee should be brought up to speed on the project. Lindman stated that per an email from Groat, a budget modification for this project did go to Finance. Rasmussen indicated that if the proposal amount was under $25,000 it did not need to go further than Finance but this should be brought forward to Council as an informational item.

Jacobson moved to recommend the option of the $900 additional services to add items to the report and send to Finance for additional authorization if necessary. Seconded by Lindman and the motion passed.

Jacobson moved to approve payment of the invoice in the amount of $11,610. Splinter seconded and the motion passed.

2019 Crack Sealing Project: Fahrner Asphalt Sealers LLC, Pay Estimate #1

Lindman moved to approve Pay Estimate #1 in the amount of $37,347.87. Groat seconded and the motion passed.

Wausau Fire Station #2 – Building: Scherrer Construction, Change Order #7

Lindman stated this change order is for access into the attic, which was not included in the design. Lindman moved to approve Change Order #7 in the amount of $1,835.96. Groat seconded and the motion passed.

2019 Concrete Pavement Repair: C.P.R. Inc., Pay Estimate #3

Per Wesolowski, this project is completed. This pay estimate brings the contractor up to date. Lindman moved to approve Pay Estimate #3 in the amount of $65,316.55. Groat seconded and the motion passed.

CLOSED SESSION pursuant to Section 19.85(1)(g), Wis. Stats., for the purpose of deliberating on claims

Motion by Jacobson, second by Lindman to convene in closed session. Motion passed.

RECONVENE MEETING INTO OPEN SESSION for the purpose of acting upon closed session items, if necessary

Motion by Jacobson, second by Groat to reconvene in open session. Motion passed.

Jacobson moved to approve the claim submitted by Selenske in the amount of $2,062.50. Groat seconded and the motion passed.

Lindman moved to deny the claim submitted by Grand Valley Adventures in the amount of $40,000. Groat seconded and the motion passed.

Discussion and possible action on pay request from ACT Services, Inc., for professional services from August 28, 2019 to October 30, 2019

Jacobson explained that the invoice is for $899.99 over the original contract amount. Also, there is a $900 amendment that was approved by the Board of Public Works. Discussion followed on the self-insured fund, amount budgeted, and how to handle the invoice as it is over the contract amount. Groat indicated the Mayor can complete budget modifications up to $5,000. Lindman does not have justification from ACT as to why they are billing over the contract amount. Once justification is received, it can be treated as a contract amendment or change order.

Lindman moved to approve payment of $6,800, which is the amount remaining from the original contract amount. Groat seconded and the motion passed.

Lindman will reach out to ACT for justification of the additional $899.99.

Discussion and possible action on a contract extension with Haas Sons, Inc. for Thomas Street Phase II Reconstruction

Lindman has been trying to get additional information from the contractor. They have been back and forth for a month and a half. Lindman wanted to verify when Van Ert ordered the lights. When Van Ert placed the order in May, they were told there was a 30 week time period. This puts delivery of the lights at the end of December. Groat asked about the traffic signals. Wesolowski responded the traffic signals are scheduled to be delivered later. Haas Sons is requesting an extension with completion of the lights and traffic signals by February 21, 2020

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2019 budget modification for ADA (Americans with Disabilities Act) Audit

Committee Action:	Approved 3-0
Fiscal Impact:	$18,410
File Number: 18-1109	**Date Introduced:** July 9, 2019

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	*Budget Source: $18,410 Self Insurance Fund Reserves*
	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 Cities and Villages Mutual Insurance Company (CVMIC) is encouraging all members to conduct a facilities ADA audit; and

WHEREAS, a committee of staff stakeholders issued an RFP for such recommended services and selected ACT Services proposal in the amount of $18,410; and

WHEREAS, two potential funding sources were identified for the contract including the legal budget and the Self Insurance Fund; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification for the financing of the project from the Self Insurance Fund reserves:

Increase 171-155092190 Professional Services $18,410

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

Approved:

Robert B Mielke

Robert B Mielke, Mayor

FINANCE COMMITTEE
Date and Time: Tuesday, June 25, 2019 @ 5:30 pm., Council Chambers
Members Present: Rasmussen, Smith, Martens
Members Excused: Kellbach, and Nutting
Others Present: Groat, Lindman, Seubert, Goede. Schock

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

Discussion and possible action on budget modification ADA Facilities
Groat stated CVMIC had encouraged all of its members to conduct facility ADA audits. The Council authorized a creation of a staff committee to come up with a plan to accomplish this. An RFP was written, the Board of Public Works opened the bids, and the committee selected ACT Services proposal of $18,410. There was no budget developed in anticipation of this project, but the Attorney's Office legal budget has funds available in Professional Services-Legal. She indicated another option would be to take money from the Self Insurance Fund and since this ADA audit was a recommendation of our insurance company, she felt this could be an appropriate alternate funding source.

Lindman stated they will provide an analysis of the buildings that are typically open to the public, as well as buildings at the city Park's Department.

Motion by Martens, second by Smith to approve the budget modification for the ADA audit from the Self Insured Fund. Motion carried 3-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting Statement for purposes of ADA Title II Compliance

Committee Action:	Pending
Fiscal Impact:	None
File Number: 19-0406	**Date Introduced:** August 12, 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, in mid-2018, the City of Wausau, Wisconsin ("the City") engaged the law firm of Bradley Law, LLC ("Bradley Law") to determine the City's legal duties to provide closed captioning under the Communications Act of 1934 ("the Communications Act") and the Americans with Disabilities Act of 1990 ("the ADA"), and identify solutions that would satisfy those legal duties. Bradley Law has drafted a report detailing its findings, and those findings are incorporated into this statement; and

WHEREAS, in short, while exempt from the Communication Act's closed captioning requirements, the ADA requires the City to provide "effective communication" of its government-produced access channel programming, which can be accomplished through closed captioning, unless doing so would cause an undue financial or administrative burden. If such a burden exists, the ADA requires the City to provide a written statement of the reasons that closed captioning the City's access channel programming would cause such an undue financial or administrative burden; and

WHEREAS, in evaluating the City's resources available for access channel programming, the City's closed captioning needs, and available closed captioning solutions, Bradley Law and the City determined that providing closed captioning of the City's access channel programming at that time would cause an undue financial burden. This document is inended to serve as a written statement of reasons as to why such a burden exists, as is required by the ADA; the City passed a resolution on April 9, 2019 adopting a statement for purposes of ADA Title II compliance providing that closed captioning of the City's access channel programming would cause the City an undue burden; and

WHEREAS, the City's available financial resources for fiscal year 2020 are approximately

$68,075, and the City's available administrative resources consist of $42,100. To provide "effective communication" of its access channel programming, the City's minimum cost to provide closed captioning would be $35,842 in 2020. This cost represents 53% of the City's available resources and doesn't include additional hardware required to cablecast captioning on WAAM (Wausau Area Access Media) channels. Because this cost represents such a high percentage of the City's available resources, adopting any closed captioning solution at this time would impose an undue financial burden on the City. In addition, because the City does not have any freely available cash resources, adopting a closed captioning solution at this time would require significant restructuring of the City's personnel, resulting in a fundamental alteration of the City's access channel operations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby adopt this resolution as its statement for purposes of compliance with the ADA Title II "effective communication" requirement and that the City:

- develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible"
- conduct regular ADA compliance audits each year on July 1, beginning in 2020, to determine whether the City is providing "effective communication" of its access channel programming
- evaluate its ADA compliance in light of any changes to the WAAM's "available resources" and any new auxiliary aids or services.

Approved:

____

Katie Rosenberg, Mayor

Memorandum

To: Wausau Finance Committee

From: Wausau Area Access Media

Date: August 6, 2020

Re: Adopting Statement for Purposes of ADA Title II Compliance

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Wausau Area Access Media (WAAM) provides several ways for citizens to view City Council meetings that they cannot attend.

WAAM provides "live" and "on demand" programming. WAAM "cablecasts" on Charter/Spectrum channels 980 and 981 and "streams" on YouTube and Viebit at the addresses listed below.

On demand at YouTube - http://tinyurl.com/WAAMedia and Viebit - https://waam.viebit.com/

Live Stream at http://tinyurl.com/WAAMedia And https://waam.viebit.com/

According to the Americans with Disabilities Act, reasonable accommodation should be made for individuals with hearing and visual impairments. One of the ways to do this is by closed captioning the live cablecast of meetings. At this time, the expense of implementing closed captioning is prohibitive and could increase the Public Access budget by as much as $60,000 per year (equipment, services & administrative time).

Staff recommendation is to follow the advice of the Bradley Law Office's "Closed Captioning Report" from Oct. 2nd, 2018 which concludes its executive summary with the following:

"Based on information submitted by the City, we conclude that the City has a legal obligation to provide closed captioning of its access channel programming. Municipal Captioning has assembled several packages for independently captioning the City's live and prerecorded programming that would allow the City to comply with the ADA. However, at this time, we do not recommend the City adopt any of the packages identified in this Report because doing so would appear to cause the City an undue financial or administrative burden. Instead, we recommend the City develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible." Additionally, we recommend the City conduct regular ADA compliance audits to determine whether the City is providing "effective communication" of its access channel programming and to evaluate its ADA compliance plan in light of any changes to the City's "available resources" and any new auxiliary aids or services."

Closed Captioning of Live Government-Produced Meetings:

Wausau Area Access Media produces around 235 hours of live government meeting programming in an average year. We also produce at least 16 hours of live local programming in an average year. That's 251 hours of live captioning that would be needed in an average year. Live captioning requires a means to insert captioning into the video data file and a captioning service that provides the digital transcript.

One example of captioning services would work as follows;

CaptioningStar is currently charging $130.00/hour. There are additional charges to consider. First a $400.00 fee to "initialize" the channel. Second, a $99.00/month fee for "Falcon" software (a service that inserts the captioning into our live stream).

In addition to the cost of the closed captioning service, we estimate that administering the closed captioning service would add approximately one hour for every hour of closed captioning. This would cost $4,700 per year for staff time, based on the 235 hours of closed captioning.

WAAM staff estimate a trial period of about six months would be required to work out the best workflow and equipment required to reliably maintain live captioning. Once captioning is introduced to our programming we will be required to maintain that captioning in all future versions of that program (replays on the channel and on demand versions).

WAAM is not regulated by the FCC. FCC Guidelines have been used by the Dept. of Justice for guidelines with regards to ADA compliance. The footnotes found below are included to point out that "Channels producing revenues under $3,000,000" are not required to caption.

Current FCC Guidelines found at the following link
https://www.fcc.gov/general/self-implementing-exemptions-closed-captioning-rules

(11)

Captioning expense in excess of 2% of gross revenues. No video programming provider shall be required to expend any money to caption any video programming if such expenditure would exceed 2% of the gross revenues received from that channel during the previous calendar year.

(12)

Channels producing revenues of under $3,000,000. No video programming provider shall be required to expend any money to caption any channel of video programming producing annual gross revenues of less than $3,000,000 during the previous calendar year other than the obligation to pass through video programming already captioned when received pursuant to paragraph (c) of this section.

(13)

Locally produced educational programming. Instructional programming that is locally produced by public television stations for use in grades K-12 and post secondary schools.

CaptioningStar Transcription Star

Toll Free:1-877-323-4707
53 Emerald Road
Robbinsville, NJ 08691. eFax-909-992-3138
E-mail Id: support@transcriptionstar.com

FAQ:

1. **What capabilities and experience does your firm have that directly relate to our needs?**

We are in this industry since 2003, and providing our support to many Government organizations, Non-profits, Universities, schools, Tech industry and many TV stations. Also, we have worked with corporates like Google and Microsoft to caption their events. We have our own in-house team of 40-45 members team, to handle the start to end process.

2. **How would your firm structure staffing on this project? Please note: we typically host between 2-3 events (approx. 2-3 hours long) per week.**

We will assign a dedicated project manager to handle your project, captioners for the events will be pre-scheduled, either single or multiple captioners based on the event duration and breakout rooms, and we will share event materials with our captioner in prior to the event. The project manager will assist you with all the setup guidance. We assign subject based captioners (native speakers) for your events which gives you **99% accuracy on the captions**.

3. **Are you able to produce captions in multiple languages on live feeds or pre-recorded content?**

Yes, we can provide multiple languages caption for the live feeds, and for the pre-recorded videos.

4. **For captioning live meetings, are your captioners are certified, experienced captioner in meeting.**

Our CART/broadcast captioners are certified steno writers from NCRA, with over 8 years of experience on an average, working 2000's of hours in different subjects and terminology with over 99% accuracy and punctuation. We execute our captioning projects adhering to **ADA compliance and FCC laws**.

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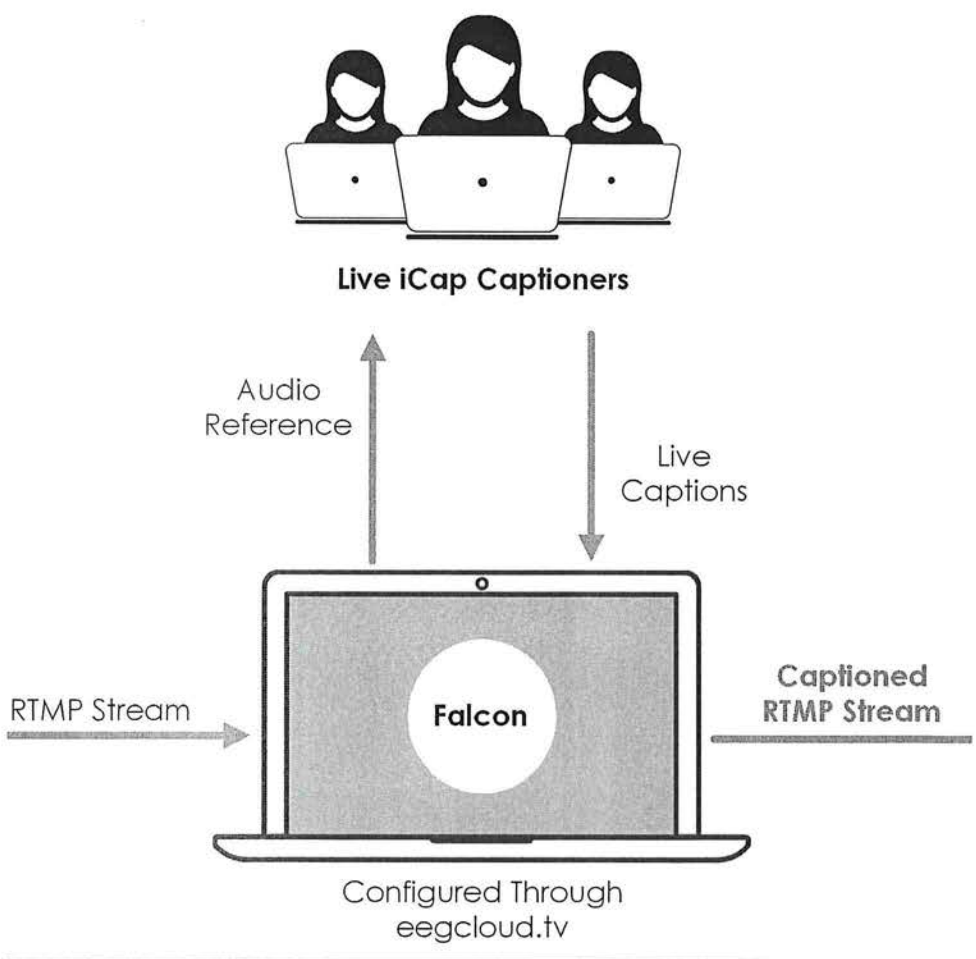
LIST OF REFERENCES:

- John Nunez – **White & Case**
- Andrew - **Google**
- Debbie – **Microsoft**
- Jamie Halloran – **HSAG**
- Kara Crompton - **HRC**
- Cheyenne Davis - **DNC**
- Maria Cabanillas - **UTRGV**

THANK YOU

For Clarifications: rio@transcriptionstar.com , D: 909-610-3681.


Live iCap Captioners
Audio
Reference
Live
Captions
RTMP Stream
Falcon
Captioned
RTMP Stream
Configured Through
eegcloud.tv

CaptioningStar

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PROPOSAL FOR WAUSAU WISCONSIN

Project Name: Live Caption Service

Proposal Date: 08/05/2020

Payment terms:

We accept payment PayPal, Credit Card, E-check, Paper Check & Wire transfer.

We have NET 15 & NET 30.

Description of Project:

The objective of this project is Live Captioning service 250 Hour approximately a year.

CaptioningStar

TranscriptionStar

Toll Free:1-877-323-4707
53 Emerald Road
Robbinsville, NJ 08691. eFax-909-992-3138
E-mail Id: support@transcriptionstar.com

QUOTE - LIVE CAPTION

LIVE CAPTION SERVICE - COST FOR ONE TIME REQUIREMENT			
Item & Description	**Quantity**	**Cost**	**Discounted Cost**
Live Caption Service	1	$150.00/ Hour	$130.00
		Total	**$130.00**

LIVE CAPTION SERVICE - YEARLY CONTRACT (Minimum 20Hours / Month)			
Item & Description	**Quantity**	**Cost**	**Discounted Cost**
Live Caption Service	1	$150.00/ Hour	$99.00
		Total	**$99.00**

Note:

- Minimum one hour and then billed in 15 minutes increments.
- Billed for the total number of hours the captioner is scheduled.
- Requests (initial or change) with less than 3 hours' notice will be charged a $65.00 fee;, **a $45.00 fee will be charged for requests (initial or change) with less than 24 hours' notice.**
- Events must be cancelled 24 business hours or more before the event. If an event is canceled with less than 24 business hours' notice, the event will be billed in full.

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FAQ:

1. **What capabilities and experience does your firm have that directly relate to our needs?**

We are in this industry since 2003, and providing our support to many Government organizations, Non-profits, Universities, schools, Tech industry and many TV stations. Also, we have worked with corporates like Google and Microsoft to caption their events. We have our own in-house team of 40-45 members team, to handle the start to end process.

2. **How would your firm structure staffing on this project? Please note: we typically host between 2-3 events (approx. 2-3 hours long) per week.**

We will assign a dedicated project manager to handle your project, captioners for the events will be pre-scheduled, either single or multiple captioners based on the event duration and breakout rooms, and we will share event materials with our captioner in prior to the event. The project manager will assist you with all the setup guidance. We assign subject based captioners (native speakers) for your events which gives you **99% accuracy on the captions.**

3. **Are you able to produce captions in multiple languages on live feeds or pre-recorded content?**

Yes, we can provide multiple languages caption for the live feeds, and for the pre-recorded videos.

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THANK YOU

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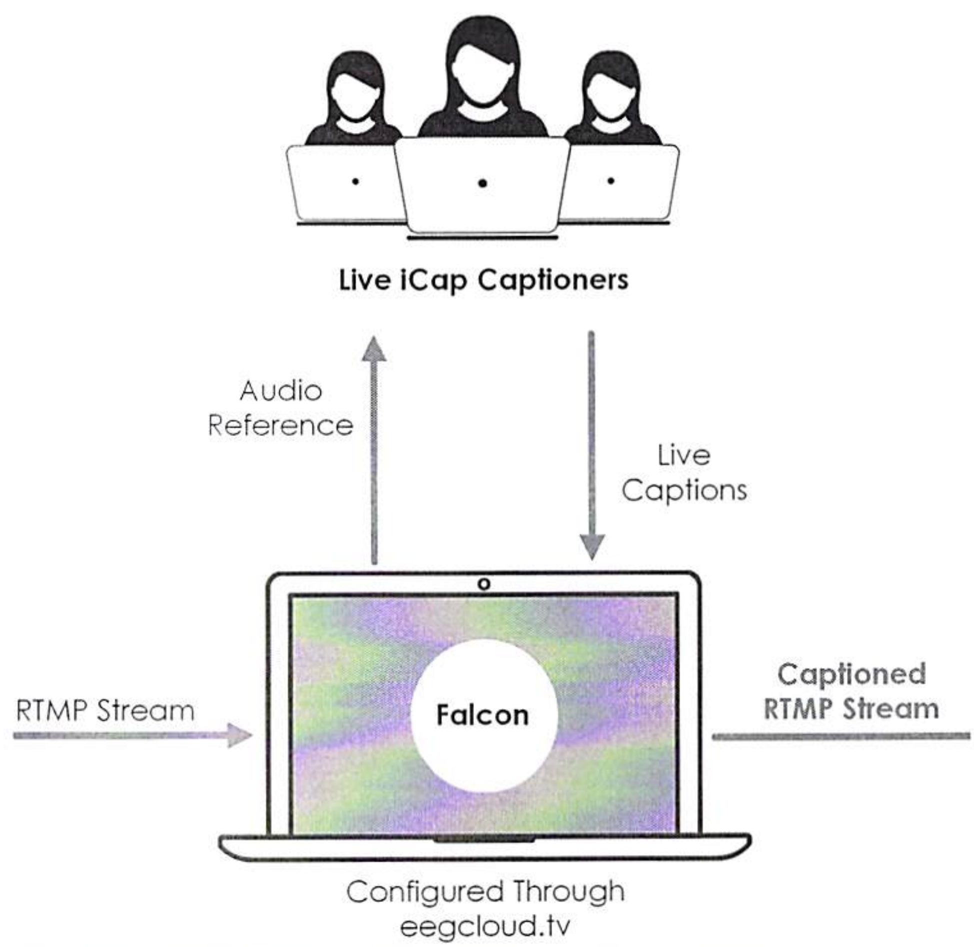

Live iCap Captioners
Audio Reference
Live Captions
RTMP Stream
Falcon
Captioned RTMP Stream
Configured Through eegcloud.tv

Memorandum

To: Wausau Finance Committee

From: Wausau Area Access Media

Date: April 4, 2019

Re: Adopting Statement for Purposes of ADA Title II Compliance

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Wausau Area Access Media provides several ways for citizens to view City Council meetings that they cannot attend.

On demand on two websites:

> YouTube - http://tinyurl.com/WAAMedia
> Viebit - https://waam.viebit.com/

Live:

> Spectrum Cable Channel 981 (or 980 when there is a conflicting meeting)
> Live Stream at https://waam.viebit.com/

According to the Americans with Disabilities Act, reasonable accommodation should be made for individuals with hearing and visual impairments. One of the ways to do this is by closed captioning the video of the meetings. At this time, the expense of implementing closed captioning is prohibitive and could increase the Public Access budget by as much as $60,000 per year (equipment, services & administrative time).

Staff recommendation is to follow the advice of the Bradley Law Office's "Closed Captioning Report" from Oct. 2nd, 2018 which concludes its executive summary with the following:

"Based on information submitted by the City, we conclude that the City has a legal obligation to provide closed captioning of its access channel programming. Municipal Captioning has assembled several packages for independently captioning the City's live and prerecorded programming that would allow the City to comply with the ADA. However, at this time, we do not recommend the City adopt any of the packages identified in this Report because doing so would appear to cause the City an undue financial or administrative burden. Instead, we recommend the City develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible." Additionally, we recommend the City conduct regular ADA compliance audits to determine whether the City is providing "effective communication" of its access channel programming and to evaluate its ADA compliance plan in light of any changes to the City's "available resources" and any new auxiliary aids or services."

The Bradley Law Office details various options of providing closed captioning in the "Closed Captioning Report". Below is a summary of these packages, including company, type of service, initial cost and continuing cost.

Closed Captioning of Live Government-Produced Meetings:

Wausau Area Access Media produces around 201 hours of live government meeting programming in an average year. We also produce at least 16 hours of live local programming in an average year. That's 217 hours of live captioning that would be needed in an average year. Live captioning requires a hardware encoder (to insert captioning into the video data file) and a captioning service that provides the digital transcript. These can be purchased as a package, please see the list below.

Live Government-Produced Programming packages:

Package 1 - EEG-HD492 Caption Max (human transcription)
$32,960 initial cost $24,779 annual thereafter

Package 2 - EEG HD492 Swagit (hybrid)
$44,655 initial cost $21,524 annual thereafter

Package 3 - EEG EN537 Lexi (automated)
$8,983 initial cost $5,208 annual thereafter

Package 4 - Link SCE-492 ACE-2200 (automated)
$67,875 initial cost $7,000 annual thereafter

Closed Captioning of Pre-recorded Government-Produced Meetings:

Wausau Area Access Media produces 12 hours of pre-recorded government meetings in an average year along with 64 hours of pre-recorded government produced programming in an average year.

These programs would be submitted for captioning and added to the workload of the transcribers. We anticipate a reasonable delay in this process.

Pre-recorded Closed Captioning Government-Produced Programming Packages:

Package 1 - 3Play Media (Human Transcription)
$7,980 Initial cost $7,980 annual thereafter

Package 2 - Scribe Pro Stitch (automated)
$7,269 initial cost $1,319 annual thereafter

Package 3 - ACE-2100 (automated)
$28,500 initial cost $2,000 annual thereafter

Package 4 - Scribe basic (automated)
$2,896 initial cost $1,046 annual thereafter

In addition to the cost of the closed captioning services, we estimate that administering the closed captioning service would add approximately one hour for every hour of closed captioning. This would cost $4,340 per year for staff time, based on the 217 hours of closed captioning.

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting Statement for purposes of ADA Title II Compliance

Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number: 19-0406	**Date Introduced:** April 9, 2019

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, in mid-2018, the City of Wausau, Wisconsin ("the City") engaged the law firm of Bradley Law, LLC ("Bradley Law") to determine the City's legal duties to provide closed captioning under the Communications Act of 1934 ("the Communications Act") and the Americans with Disabilities Act of 1990 ("the ADA"), and identify solutions that would satisfy those legal duties. Bradley Law provided a report detailing its findings attached hereto; and

WHEREAS, in short, while exempt from the Communication Act's closed captioning requirements, the City is required by the ADA to provide "effective communication" of its government-produced access channel programming, which can be accomplished through closed captioning, unless doing so would cause an undue financial or administrative burden.[1] If such a burden exists, the ADA requires the City to provide a written statement of the reasons that closed captioning the City's access channel programming would cause such an undue financial or administrative burden;[2] and

WHEREAS, in evaluating the City's resources available for access channel programming, the City's closed captioning needs, and available closed captioning solutions, Bradley Law and the City have determined that providing closed captioning of the City's access channel programming at this time would cause an undue financial burden. Adoption of this resolution shall serve as the City's written statement of its reasons why such a burden exists, as is required by the ADA; and

WHEREAS, the Wausau Area Access Media's (WAAM's – a department of the City) available financial resources are approximately $64,850 per year, and the available administrative resources consist of two part-time employees. To provide "effective communication" of its access channel programming, the City's minimum cost to provide closed captioning would be $11,879 in 2019 and

$6,254 per year thereafter. This initial cost represents 18.3% of WAAM's available resources, and this ongoing cost represents 9.6% of WAAM's available resources. Because each of these costs represents such a high percentage of WAAM's available resources, adopting any closed captioning solution at this time would impose an undue financial burden on the City. In addition, because WAAM does not have any freely available cash resources, adopting a closed captioning solution at this time would require significant additional staff hours of the department's personnel, resulting in a fundamental alteration of the City's access channel operations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby adopt this resolution as its statement for purposes of compliance with the ADA Title II "effective communication" requirement and that the City:

- develop an ADA compliance plan detailing how and when the City plans to provide "effective communication" of its access channel programming or provide accessibility "to the maximum extent possible"

- conduct regular ADA compliance audits each year on July 1, beginning in 2020, to determine whether the City is providing "effective communication" of its access channel programming

- evaluate its ADA compliance in light of any changes to the WAAM's "available resources" and any new auxiliary aids or services.

Approved:

Robert B Mielke

Robert B. Mielke, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award

Committee Action:	Pending
Fiscal Impact:	Grant award of $11,027
File Number: 19-0405	**Date Introduced:** August 11, 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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications are due in response to a FY 2020 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), on August 19, 2020; and

WHEREAS, your Finance Committee on August 11, 2020, received public comment and recommended acceptance of the grant; and

WHEREAS, thereafter, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., "GrayKey" software and a device for accessing password protected Apple devices; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of $10,576.00, has been received; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the attached Interlocal Agreement between the City of

Wausau and County of Marathon for the FY 2020 Byrne Justice Assistance Grant (JAG) Program Award in the amount of $10,576.00

Approved:

____

Katie Rosenberg, Mayor

Wausau Police Department

515 Grand Ave Wausau, WI 54403 Ph. 715-261-7800

MEMO: JAG (Justice Assistance Grant)

08/05/2020

The Wausau Police Department partners with the Marathon County Sheriff's Department every year in our application to the Federal Government for a JAG grant. The Marathon County Sheriff's Department facilitates and manages the grant.

Prior to receiving funding, governing bodies from Marathon County and the City of Wausau must approve the acceptance of the grant.

This year the JAG grant is for $10,576 After discussing how best to utilize these funds, the Wausau PD and Marathon County Sheriff's Department agreed to again spend the funds on a computer software called "Grey Key". The total cost of "Grey Key" is in excess of $15,000 per year. The Wisconsin Department of Justice and the Marathon County Sheriff's Office have agreed to partner with us and fund the remainder of the purchase price.

Searching the contents of cell phones has become an important part of many criminal investigations. Oftentimes the cell phones we seize as evidence are locked, or password protected. Grey Key is a product that will unlock cell phones. After using Grey Key for the last two years, we have found this tool to be very important in our investigations and necessary.

The Wausau Police Department is asking that a motion be made to accept the 2020 JAG Grant in the amount of $10,576 to be used to purchase "Grey Key" in partnership with the Marathon County Sheriff's Department.

Thank you,

Matthew Barnes

Deputy Chief

CITY SECRETARY
CONTRACT NO. ________

GMS APPLICATION NUMBER: 2020-H8188-WI-DJ

THE STATE OF WISCONSIN **KNOW ALL BY THESE PRESENT**

COUNTY OF MARATHON

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this _____ day of August, 2020 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the $10,576 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software & a device for accessing password protected Apple devices. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, September 0 1, 2021.

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

______________________________	______________________________
Mayor Katie Rosenberg	County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:

______________________________	______________________________
City Clerk Leslie Kremer	County Corporation Counsel Scott Corbett

APPROVED AS TO FORM: ____
Contract Authorization

____
City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contacts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).