



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, September 14, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
21-0801	COUN	Minutes of previous meetings (8/10/21 & 8/12/21)	Place on file
21-0904	AIR & CISM	Joint Resolution Approving electrical and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC of the converting of overhead electric facilities to underground electric facilities over the north side of the airport parking lot near the Zimmerman Street entrance and installing telecommunications at the Wausau Downtown Airport	Approved 6-0 Approved 5-0
21-0905	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Aspirus – 716 North 3rd Street)	Approved 5-0
21-0104	CISM	Final Resolution Levying Special Assessments for the 2021 Street Construction Projects	Approved 5-0
21-0906	CISM	Ordinance Designating two restricted parking stalls on the 300 Block of N. 3rd Street from 4:00 p.m. to 10:00 p.m. Thursday through Saturday for valet parking purposes only	Approved 5-0
21-0907	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the north side of Highland Park Boulevard from the east side of the driveway at 1220 Highland Park Boulevard 50 feet east toward Highland Court	Approved 5-0
21-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0903		Mayor's Appointments	
21-0809	ED	Resolution Approving contract with Aplomb PR to extend campaign through February, 2022	Approved 5-0
16-0112	FIN	Resolution Approving the adoption of vehicle lease pricing from Sourcewell	Approved 5-0
20-1109	FIN	Resolution Approving 2021 funding to perform engineering conceptual layouts to determine feasibility of a proposed new Fleet Facility Maintenance Shop; review of properties located at 1300 Cleveland Ave, 213-233 Myron St and 400 Myron St.	Approved 4-0
20-0310	HR	Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).	Approved 4-1
		Suspend the Rules - 12(A) Referral of Resolutions (2/3 vote required)	
09-0213	COUN	Resolution Approving Termination of Memorandum of Developer Agreement with Union Station of Wausau II, LLC and 411 Westwood Drive, LLC	Pending
		Public Comment & Suggestions	

Adjournment

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. The lines of those public members monitoring the meeting will be muted during the meeting. Members of the media and the public may attend in person or by calling **1-408-418-9388**.

The Access Code is: 2493 872 7272 Password: wausau1

Members of the public who do not wish to appear in person may view the meeting live 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 mary.goede@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 9/09/21 @ 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.



Office of the Mayor
Katie Rosenberg

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

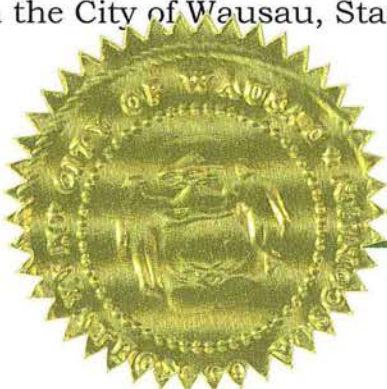
Proclamation

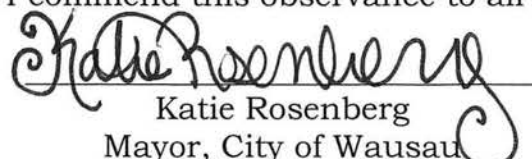
- WHEREAS,** by proclaiming September as Ovarian Cancer Awareness Month, we call attention to a disease that affects women across our community and nation. Ovarian cancer causes more deaths than any other female reproductive system cancers and is the fifth-leading cause of cancer-related deaths among women; and
- WHEREAS,** ovarian cancer affects women of all ages and backgrounds – women who are mothers, daughters, sisters, grandmothers, community members, and valued friends; and
- WHEREAS,** the American Cancer Society estimates that 21,410 women will be diagnosed with ovarian cancer in 2021, and that 13,770 women will die from this disease; and
- WHEREAS,** a woman's risk of getting ovarian cancer during her lifetime is about 1 in 78 and her lifetime chance of dying from ovarian cancer is about 1 in 108; and
- WHEREAS,** the five-year survival rate of woman diagnosed with ovarian cancer is 47%; and
- WHEREAS,** women who are middle aged or older, who have a family history of ovarian or breast cancer, or have had certain cancers in the past are at increased risk of developing ovarian cancer; and
- WHEREAS,** it is critical that scientists and doctors accelerate research into ovarian cancer while continuing to work on prevention, treatment, and a cure; and
- WHEREAS,** recognizing the symptoms of ovarian cancer is essential to an early diagnosis and effective treatment; and
- WHEREAS,** the symptoms of ovarian cancer include abdominal or pelvic pain, bloating, difficulty eating or feeling full quickly, and urinary urgency or frequency; and
- WHEREAS,** early symptoms of ovarian cancer are commonly overlooked, therefore public awareness is essential to obtaining a diagnosis before the cancer reaches advanced stages; and
- WHEREAS,** it is critical that those affected by ovarian cancer have the proper resources and access to healthcare to prevent, detect, treat, and ultimately defeat ovarian cancer and all cancers; and
- WHEREAS,** each September, we honor the women who have been taken by ovarian cancer and the brave women still fighting this disease and we affirm our commitment to ovarian cancer awareness.

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2021 as

Ovarian Cancer Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
September 1, 2021

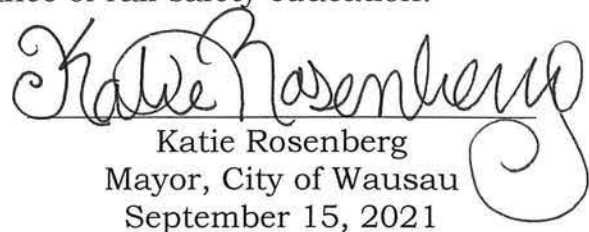
Proclamation

- WHEREAS,** 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and
- WHEREAS,** 1,088 trespassing incidents have occurred in the United States resulting in 532 pedestrians being killed and another 556 injured while trespassing on railroad property rights of way during 2020; and
- WHEREAS,** educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and
- WHEREAS,** the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

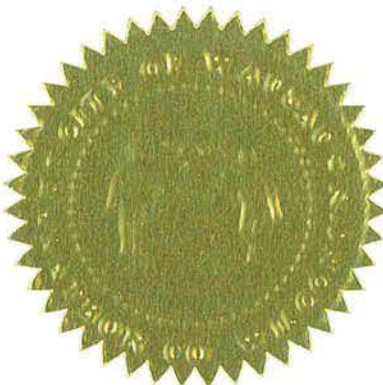
NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 20 - 26, 2021 as

National Rail Safety Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens to recognize the importance of rail safety education.



Katie Rosenberg
Mayor, City of Wausau
September 15, 2021



Proclamation

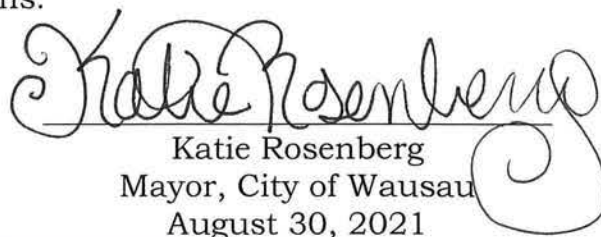
- WHEREAS,** September is known globally as “Suicide Prevention Month”, the National Suicide Prevention + Action Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 10th leading cause of death among adults, and the 4th leading cause of death among individuals between the ages of 10 and 34 in the US; and
- WHEREAS,** According to the CDC, more than 47,500 people died by suicide across the United States in 2019, and 1.4 million attempted suicide; and
- WHEREAS,** each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and
- WHEREAS,** Wausau is no different than any other community across the country, but chooses to publicly place our full support behind local educators, mental health professionals, athletic coaches, law enforcement officers, and parents, as partners in supporting our community by being available to one another; and
- WHEREAS,** every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and
- WHEREAS,** I encourage all residents to take the time to check in with their family, friends, and neighbors on a regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2021 as

National Suicide Prevention + Action Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
August 30, 2021



Proclamation

WHEREAS, childhood cancer is the leading cause of death by disease in children; and

WHEREAS, the most common cancers in childhood in Wisconsin include leukemia, brain and central nervous system tumors and lymphomas; and

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 46 children per day are diagnosed with cancer annually in the U.S.; and

WHEREAS, there are approximately 40,000 children on active treatment at any given time, and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis; and

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out; and

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

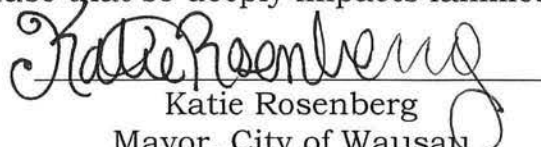
WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure, now,

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2021 as

Childhood Cancer Awareness Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and ask them to support this cause that so deeply impacts families.




Katie Rosenberg
Mayor, City of Wausau
September 1, 2021

Proclamation

WHEREAS, our Constitution is founded on fundamental trust in America's citizens; and

WHEREAS, on September 17, 1787, our Founding Fathers signed the U.S. Constitution at Independence Hall in Philadelphia, forging a new government for the United States; and

WHEREAS, the story of the framing, signing, and adoption of that epochal document constitutes one of the most significant chapters in the history of our country; and

WHEREAS, the United States Constitution stand as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights; and

WHEREAS, it is fitting that every American should reflect upon the vision and fortitude of our forbearers in creating a charter designed "to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty" for themselves and for the fortunate millions who were to follow them as citizens of this Nation; and

WHEREAS, the Congress, by a joint resolution approved August 2, 1956, has requested the President to set aside the week beginning September 17 of each year as Constitution Week, a time for the contemplation and commemoration of the historic acts which resulted in the formation of our Constitution; and

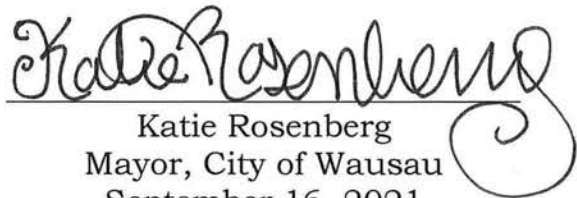
WHEREAS, September 17 marks the 234th anniversary of the Constitution of the United States and we celebrate this founding charter and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves; now,

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 17 - 23, 2021 as

Constitution Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to demonstrate our love for the United States of America and the Blessings of Freedom our Founding Fathers secured for us.




Katie Rosenberg
Mayor, City of Wausau
September 16, 2021

Proclamation

WHEREAS, International Week of Deaf People was first launched by the World Federation of the Deaf in 1958; and

WHEREAS, this week is celebrated annually by the global Deaf Community during the last full week of September to commemorate the same month the first World Congress of the World Federation of the Deaf was held; and

WHEREAS, deaf, deafblind, and hard of hearing residents contribute toward the vitality of Wausau, and all of Wisconsin is enriched by the diverse and rich heritage, language and culture of the Deaf Community; and

WHEREAS, the theme for 2021 is Celebrating Thriving Deaf Communities; and

WHEREAS, 2021 is the 70th anniversary of the World Federation of the Deaf; and

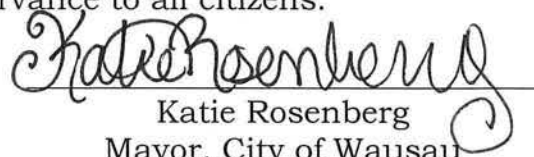
WHEREAS, International Week of Deaf People is an opportunity to promote equal access opportunities for children and adults in Wausau who are Deaf and to learn about the programs and services available to them, as well as people who are deafblind or hard of hearing; now,

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 20 to 26, 2021 as

International Week of Deaf People

and I commend this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
September 20, 2021

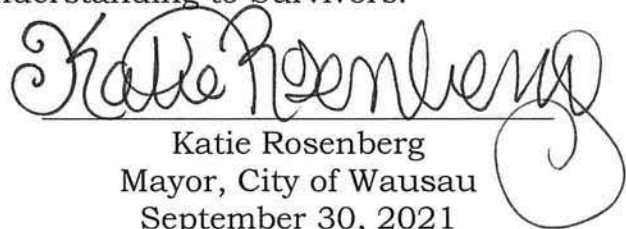
Proclamation

- WHEREAS,** domestic violence is a complex and ongoing problem that violates an individual's safety, dignity, and humanity, by a systematic and coercive pattern of physical, emotional, sexual, physiological, and economic control and abuse; and
- WHEREAS,** domestic violence causes severe and lasting harm to people of every age, religion, identity, race, culture, and economic and social status; and
- WHEREAS,** domestic violence is often the common denominator in many types of criminal behavior and is linked directly to all forms of violence, making anti-violence efforts that address discrimination of any kind vital to the work of ending domestic abuse; and
- WHEREAS,** in 2019, individuals died in Wisconsin due to domestic violence at a rate of 1 death every 5 days; and it is extremely challenging to fully illustrate the scope and impact of domestic violence as the consequences extend far beyond the cases that meet criteria for data collection; and
- WHEREAS,** by observing Domestic Violence Awareness Month, we seek to increase awareness of abuse in intimate partner relationships, and to implement preventative strategies and support for those experiencing domestic violence; and
- WHEREAS,** with the unwavering support of the City of Wausau, The Women's Community, and victim service providers in our community, Survivors will be empowered to face their grief, loss, anxiety, injuries, anger, and hope without fear of judgement, and will be understood, heard, and respected; and
- WHEREAS,** through the inspiration, courage, and persistence of domestic violence Survivors, their children, family members, and advocates, legislation and local community collaborations have enacted protections and services for future victims and their children.

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October, 2021 as

Domestic Violence Awareness Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens and call upon them to stand together against domestic violence, and to offer compassion, support, and understanding to Survivors.



Katie Rosenberg
Mayor, City of Wausau
September 30, 2021

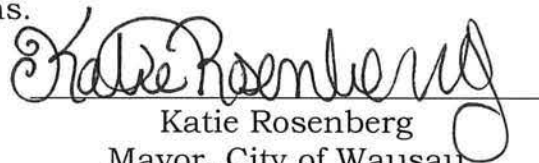
Proclamation

- WHEREAS,** the observation of a Hispanic Heritage Week has been celebrated in the United States since 1968, and was expanded to a month beginning with September 15th, in 1988; and
- WHEREAS** September 15th is the independence day for five Central American countries including Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, September 16th is the independence day for Mexico and September 18th is the independence day for Chile; and
- WHEREAS,** Hispanic Heritage Month honors the traditions and countless artistic, scientific, political, and cultural contributions of Wausau residents who trace their roots to Spain, Mexico, Puerto Rico and the Spanish-speaking nations of Central America, South America, and the Caribbean; and
- WHEREAS,** Hispanic Americans from Wisconsin and every corner of our country have fought in every war and conflict involving the United States since the Revolutionary War, and 60 Hispanic American have received the Congressional Medal of Honor, our nation's highest military award for valor in action against an enemy force; and
- WHEREAS,** the US Census reports that Hispanic Americans comprise 7.1 percent of the population in Wisconsin and 18.5 percent of the US population, making them the largest ethnic minority group in the country and the fastest-growing constituency within our great city and state; and
- WHEREAS,** Hispanic Heritage Month provides an opportunity for every Wausau resident to reflect on the countless contributions of Hispanic Americans, and to honor and appreciate the cultural heritage and collective resilience of Hispanic Americans in our communities; now,
- THEREFORE,** be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 15 to October 15, 2021 as

Hispanic Heritage Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
September 14, 2021

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, August 10, 2021, in Council Chambers, beginning at 6:30 p.m.
Mayor Katie Rosenberg presiding.

Roll Call

8/10/2021 6:35:53 PM

Roll Call indicated 11 members present.

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

Proclamations

Mayor Rosenberg indicated the Proclamations for **July 31 – August 1, 2021** as **Hmong Wausau Festival Weekend**; and **August** as **Adrenal Cancer Awareness Month** can be accessed on the city's website.

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

- 1) Lori Gintner, 106 Maple St, Mosinee, spoke on behalf of individuals at risk to bring awareness to a scam that steals people's property. She asked the Council to look into the individual at risk statute, the foreclosure law, and the role that attorneys are playing in these foreclosures.
- 2) Bruce Grau, 1115 N 10th St, spoke about poverty and in favor of the Environmental Justice Resolution.
- 3) Terry Kilian, 133 E Thomas St, spoke on behalf of Citizens for a Clean Wausau in favor of the Environmental Justice and about false rumors/accusations that CCW is planning a class action lawsuit regarding this resolution.
- 4) Don Lewandowski, 174514 Mission Lk Rd, Hatley, was in favor of the Environmental Justice Resolution.
- 5) Rosario Lewis, 612 S 44th Ave, voiced her opinion on the We Are Wausau Resolution and expressed her pride in being an American citizen and love for Wausau. She indicated she opposed this type of legislation as misguided and harmful.
- 6) Mario Diaz, 144 Rosecrans St, plant manager representing 3M, spoke about the company and its commitment to the foundational principals of environmental justice and was concerned the EJ Resolution's broad sweeping approach opened the door to politically motivated regulations rather than science based solutions.
- 7) David Eckman, 200 Washington St, #120, President, CEO of the Greater Wausau Chamber of Commerce, spoke in opposition to the Environmental Justice Resolution and its ability to adversely impact business growth and jobs in Wausau.
- 8) Orlando Alfonso, 1015 Brown St, spoke in opposition to both the Environmental Justice and We Are Wausau Resolutions as being divisive and race-baiting.
- 9) David Stepanik, 150870 Nightingale Ln, Rib Mountain, expressed his profound disagreement and displeasure with the Environmental Justice Resolution. He felt it moved environmental standards and enforcement from the realm of science into the realm of local politics; and secondly, place undue pressure on local businesses and restrict industrial development.
- 10) Joanne Leonard, 923 Maple Hill Rd, spoke in opposition to the We Are Wausau Resolution as being divisive and believed Wausau was a welcoming and wonderful community.
- 11) Christine Salm, 3312 N 11th St, spoke in favor both the Environmental Justice and We Are Wausau Resolutions as a statement of commitment by local government to recognize that inclusion and equity are important and essential. She indicated she supported the Citizens for Clean Wausau.
- 12) Joes Lewis, 807 Turner St, spoke by phone in support of both the We Are Wausau and Environmental Justice Resolutions.
- 13) Kathleen Konle-Barth, 206540 Hrebik Ln, Mosinee, commented we gain a lot from listening to each other and felt the We Are Wausau and Environmental Justice Resolutions lay the groundwork for obtaining our goals.
- 14) Dan Barth, 206540 Hrebik Ln, Mosinee, spoke in favor both the Environmental Justice and We Are Wausau Resolutions. He encouraged striving for a clean, life-nurturing environment and the health of our families, and to vote yes.
- 15) Gary Gisselman, 319 Park Ave, former Aldersperson for District 5, spoke in favor of the Environmental Justice Resolution and pointed out anything the Council endeavors to move of behalf of it will come back before the full Council for a vote.
- 16) Ka Lo, 620 ½ Lincoln Ave, Marathon County Board Supervisor District 5 and School Board member spoke in favor both the Environmental Justice and We Are Wausau Resolutions. She believed the word "equity" should stay in the resolution.

- 17) Patrick Bacher, 505 S 22nd Ave, addressed the Council in support both the Environmental Justice and We Are Wausau Resolutions. He believed there were strong parallels between the two.
- 18) Jaxon Seeger, 1200 S 50th Ave, Apt 8, spoke in favor both the We Are Wausau and Environmental Resolutions as an openly transgender male and marginalized constituent and asked for fair treatment and acceptance.
- 19) Doug Diny, 708 Fulton St, commented he wanted to see an equity mindset from the Council and an economic development team that learns from its equity blunders.
- 20) Mike Tomsych, on behalf of Kolbe & Kolbe Millwork Co, 1323 S 11th Ave, stated the Environmental Justice Resolution was really short on very specific identifiable problems, specific things that need to be changed or tactics or steps. He indicated they believed more work needed to be done to flesh out the resolution and should not be passed tonight in its current form.
- 21) William Harris, 316 ½ N 3rd St, Apt C, Marathon County Board Supervisor District 3, expressed unwavering zealous support of both the We are Wausau and Environmental Justice resolutions.

Presentations: Environmental Justice by Tony Wilkin Gibart, Executive Director, Midwest Environmental Advocates

This presentation can be viewed: https://www.youtube.com/watch?v=q4l_kvfmIfA

Committee Reports

Board of Public Works – Insurance Claims April 2021 – June 2021 (*Placed on file*)

Consent Agenda

8/10/2021 7:59:44 PM

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

21-0701 Minutes of the previous meeting (7/13/21).

21-0804 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (Emmerich & Associates, Inc. 2101 and 2105 Grand Avenue).

21-0805 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (WSC Properties, LLC; CAW Properties, LLC; and WSCIOAW Campus Condominium Association, Inc. 3701, 3805, 3815 and 3901 Stewart Avenue).

21-0523 Resolution of the Capital Improvements & Street Maintenance Committee Approving Revision to Memorandum of Agreement with Wisconsin Department of Transportation for Establishing a Multi-Use Path on State-owned Right-of-Way Along 72nd Avenue through the STH 29 Interchange.

21-0806 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking west side of 10th Street between Kickbusch Street and Forest Street, Washington Street and Jefferson Street, McClellan Street and McIndoe Street; designating no parking east side of 10th Street between Forest Street and Washington Street, Jefferson Street and McClellan Street, Stark Street and Bridge Street; designating no parking both sides of 10th Street between McIndoe Street and Stark Street.

21-0511 Final Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Vacating and discontinuing an unpaved alley abutting 205 and 209-211 Shod Street, 1202, 1210 and 1212 North 3rd Street.

99-0626 Resolution of the Economic Development Committee Approving City's Waiver of First Right of Refusal to Repurchase property at 400 S. 86th Avenue from Cannistra Properties LLC to Quality Time Custom Fit Linens LLC.

21-0108 Resolution of the Public Health & Safety Committee Approving of Denying Various License as Indicated.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0808 Referral

8/10/2021 8:21:27 PM

Motion by Neal, second by Rasmussen to refer back the Resolution of the Public Health & Safety Committee Supporting Environmental Justice to the Committee of the Whole.

City Attorney, Anne Jacobson, pointed out the resolution in the packet did not contain the amended version that passed the committee which included a word change proposed by Alderperson Pat Peckham. SECTION 2 should read: "This resolution establishes the City of Wausau's definition termed environmental justice and it also serves as the foundation for the future development of *practices that* ensure active consideration of environmental justice....."

Tom Neal indicated he supported the resolution as it applies to Wausau, however, he found it needlessly wordy and lengthy, peppered with redundancies that contains ambiguous language or statements that can be easily misinterpreted. He felt the numerous references to public engagement unfairly imply that city has been negligent in that area. He stated he would like this document to be edited down to a clearer concise statement that is Wausau centric and put forth a motion to send it back to committee to address these concerns from staff and the business community.

Tom Kilian commented on the resolution purpose and felt it should not be referred back to committee, rather move forward with it and do business.

Lou Larson indicated he would not support the referral back to committee because he felt the citizens as a whole were exhausted over this matter. He stated Council should move forward with it and tweak the resolution later if needed.

Pat Peckham felt there was a legitimate justification to send it back and there was no real urgency to it. He suggested it go to a Committee of the Whole rather than back to a single city committee. He asked for a friendly amendment to the motion on the floor and Neal and Rasmussen agreed.

Vote to refer to Committee of the Whole:

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

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

5 Minute Recess

21-0605 Discussion

8/10/2021 8:34:44 PM

Motion by Larson, second by Kilian to not entertain any other motions to stop discussion regarding the Resolution Adopting We Are Wausau.

Attorney Jacobson, as parliamentarian, stated she did not believe the motion was appropriate. The proper motions are to refer back or to call the question, which are sometimes used strategically and can result in terminating discussion sooner than some would like; however, it was up to the body and if none objected they could vote on this.

Yes Votes: 7 No Votes: 3 Abstain: 1 Not Voting: 0 Result: PASS

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

21-0605

8/10/2021 9:17:22 PM

Motion by Neal, second by Watson to adopt the Resolution of the Economic Development Committee Adopting We Are Wausau.

Lengthy Council discussion: <https://www.youtube.com/watch?v=udODSldwzMg>

Point of Order

Jim Wadinski called for Order of the Day. Attorney Jacobson, Parliamentarian, stated it did not apply to stop discussion and explained the Order of the Day is to request an item that is agendaized be taken up in its proper order on the agenda. This item has been taken up in its proper order. Discussion was allowed to continue.

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

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

Presentation: Workday enterprise resource planning (ERP) software evaluation and implementation

Maryanne Groat provided a PowerPoint: <https://www.youtube.com/watch?v=udODSldwzMg>

It was noted this was designed to be informational and are not asking for a vote today. It will be coming back to a future Council meeting for consideration and action.

19-1012

8/10/2021 9:50:52 PM

Motion by Neal, second by Peckham to adopt the Resolution of the Economic Development Committee Approving assignment and assumption of Purchase and Development Agreement of Thomas Street Phase I remnant parcels from VestedNest Property Group LLC to Thomas Street Duplex, LLC, transfer of Property, and First Amendment to Purchase and Development Agreement.

Anne Jacobson explained this is the third transfer after the original owner Blenker Construction. It acknowledges the loan has been paid, the project is complete, and the right to first refusal was previously waived. Now we are additionally waiving our ability to approve assignments and transfer of the property. Basically, the resolution approves the transfer to another LLC and the first amendment which then ends any further approvals by the city in future transfers. She noted the city still has a restrictive covenant on the property that if it is ever transferred to a non-profit or tax exempt entity that they will pay a PILOT.

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

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

21-0809

8/10/2021 9:54:01 PM

Motion by Neal, second by Watson to adopt the Resolution of the Economic Development Committee Approving contracting with Aplomb PR to manage the Wausome Facebook page.

Deb Ryan questioned if the city had staff that could do this or if there were vendors that were minorities or women.

Tom Neal explained this is an interim contract to remain in effect until our new director comes on board and can look at possible staffing or other solutions. He noted Aplomb PR is a woman-owned business. Jacobson added the new director comes tomorrow. This contract is for \$1,000 through September 6, 2021.

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

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

20-1109

8/10/2021 9:54:34 PM

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Approving the 2021 budget modification for the purchase of Election Badger Book Electronic Poll Books.

Yes Votes: 11 No Votes: 0 Result: PASS

Point of Order for 20-1109

8/10/2021 9:59:13 PM

Motion by Kilian to determine whether or not the title on the agenda of the "Resolution of the Finance Committee Approving the 2021 funding for additional engineering services related to the Fleet Maintenance Shop" sufficiently notified the public.

Tom Kilian called a point of order that this may be an Open Meetings problem in the manner that this item was agendized. He did not believe the public really knows what this item is about and questioned if it is a high interest or controversial topic. He stated there should have been more specificity and did not believe it satisfied the open meetings law and should be re-agendized.

Attorney Jacobson opined it is sufficient to meet the open meeting requirements. She stated while it does not contain an address for the Maintenance Shop, it does talk about funding for engineering services related to the Fleet Maintenance Shop. She stated all the detail does not have to be included. She reiterated she believed it was sufficient, however, if the body so chooses they can vote on its sufficiency.

Mayor Rosenberg agreed it was sufficient, but if there was an objection she will put it to a vote. Kilian objected. He stated 1300 Cleveland Avenue is a very controversial property that is contaminated and surrounded by vulnerable segments. He noted unless they read to page 207 in the document they would not know to be here or be involved. He asserted this agenda listing does not describe much of anything. Jacobson stated Kilian appealed her ruling and this did not require a second to be put to a vote.

Mayor Rosenberg clarified if they agree the agenda item is sufficient, vote yes; or if they do not agree it is sufficient, vote no.

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

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

Jacobson stated the item is therefore removed from the agenda and will not be discussed tonight.

20-1109

8/10/2021 10:00:15 PM

Motion by Watson, second by Wadinski to adopt the Resolution of the Finance Committee Approving the 2021 budget modification for the purchase of Hot Mix.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0810

8/10/2021 10:00:52 PM

Motion by Neal, second by Rasmussen to adopt the Resolution of the Plan Commission Amending General Development Plan at 920 North 1st Street to allow for a three story 32-unit multi-family residential building, in a PUD, Planned Unit Development Zoning District.

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

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

21-0807

8/10/2021 10:01:31 PM

Motion by Herbst, second by Wadinski to adopt the Ordinance of the Plan Commission Rezoning 1111 Westwood Drive from PUD, Planned Unit Development Zoning District to SMU, Suburban Mixed-Use Zoning District.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

8/10/2021 10:02:00 PM

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

Yes Votes: 11 No Votes: 0 Result: PASS

20-0314

8/10/2021 10:02:34 PM

Motion by Wadinski, second by Herbst to adopt the Resolution of the Common Council Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services.

Yes Votes: 11 No Votes: 0 Result: PASS

18-0914

8/10/2021 10:03:06 PM

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Shared Services Agreement By and Between Wausau School District and City of Wausau for School Resource Officers.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0811

8/10/2021 10:04:34 PM

Motion by Herbst, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Advance Ordering of 2022 Vehicles and Equipment.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

- 1) Deb Ryan stated the Westies Neighborhood group will be meeting tomorrow evening at the Reservoir Park Shelter from 6:00 – 7:00 pm. (If rain, it will be moved to the Labor Temple.

- 2) Anne Jacobson stated it will be necessary to convene a Special Council meeting on Thursday, August 12th at 4:30 pm., before the CISM meeting for a closed session regarding a mediated settlement in case with Bhagavati, LLC.

Adjourn

8/10/2021

Motion by Wadinski, second by Watson to adjourn the meeting. Mayor Rosenberg declared the meeting adjourned at 10:08 pm.

Katie Rosenberg, Mayor
Mary Goede, Deputy Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL - SPECIAL MEETING

held on Thursday, August 12, 2021, in Council Chambers, beginning at 6:30 p.m.

Council President Becky McElhaney presiding.

Roll Call

8/12/2021

Roll Call indicated 11 members present.

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

20-1109

8/12/2021

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Authorizing the acquisition of 4 used buses from the City of Kenosha for \$8,000

Greg Seubert explained these are buses that are being removed from service in Kenosha because they are acquiring new buses. He stated Metro Ride is in need of buses to hold us over until the new buses on order are delivered early next year. He noted Metro Ride had to take four buses out of service in the last year for structural reasons and will be in a bind when school starts without them.

Yes Votes: 11 No Votes: 0 Result: PASS

CLOSED SESSION

Motion by Rasmussen, second by Peckham to convene in Closed Session pursuant to Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a mediated settlement in Marathon County Case No. 19CV386 (Bhagavati, LLC).

Roll Call Vote:

Yes Votes: 11 No Votes: 0 Abstain: 1 Not Voting: 0 Result: PASS

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

Reconvened into Open Session to take action.

21-0812

8/12/2021

Motion Rasmussen, second by Herbst to adopt a Resolution of the Common Council Approving mediated settlement of lawsuit – Bhagavati, LLC, Marathon County Case No. 19CV386, in the amount of \$210,000.

Yes Votes: 11 No Votes: 0 Result: PASS

Adjourn

8/12/2021

Motion by Wadinski, second by Larson to adjourn the meeting. Council President McElhaney declared the meeting adjourned at 6:40 pm.

Katie Rosenberg, Mayor
Mary Goede, Deputy Clerk

**JOINT RESOLUTION OF THE AIRPORT COMMITTEE AND
CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE**

Approving electrical and telecommunications easement with Wisconsin Public Service and Charter Communications, LLC of the converting of overhead electric facilities to underground electric facilities over the north side of the airport parking lot near the Zimmerman Street entrance and installing telecommunications at the Wausau Downtown Airport

Committee Action: Airport Committee 6-0
CISM Committee 5-0

Fiscal Impact: None

File Number: 21-0904

Date Introduced: September 14, 2021

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, overhead electric facilities exist over the north side of the airport parking lot near the Zimmerman Street entrance; and

WHEREAS, in an effort to provide improved service and reliability, Wisconsin Public Service Corporation desires to convert these overhead electric facilities to underground electric facilities; and

WHEREAS, the City received a joint request from Wisconsin Public Service (“WPS”) and Charter Communications, LLC (“Charter”) for the installation of an underground electric facilities and telecommunication cables located on the Airport as proposed in the attached exhibit; and

WHEREAS, the installation would require the execution of an easement granting WPS and Charter access to City property; and

WHEREAS, your Airport Committee, at a special meeting on June 30, 2021, and the CISM Committee, at its August 12, 2021, meeting recommend approving the easement with WPS and Charter so that underground electric facilities and telecommunication cables could be installed in place of the overhead electric facilities.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that it hereby approves the execution of the underground electrical facilities and telecommunications easement with Wisconsin Public Service Charter Communications, LLC and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

SPECIAL AIRPORT COMMITTEE

Date and Time: Wednesday, June 30, 2021 @ 6:30 pm., at the Wausau Downtown Airport

Members Present: Pat Peckham (C), Lou Larson, Jim Wadinski, Lisa Rasmussen, and Doug Diny,

Members Excused: Dennis Seitz and Fred Prehn

Others Present: John Chmiel, Nathan Miller

Discussion and possible action on easement for electrical service.

Assistant City Attorney, Nathan Miller, explained the easement is for electrical and Charter Communications where they are basically taking the overhead power lines and putting them underground.

John Chmiel indicated this would be on the north side of the airport property, somewhat in line with Zimmerman Street and heading to the east. He commented some of the transformers have been struck by lightning or exploded, so to get the power underground and out of the way is a good thing.

Miller noted Carl Kemper, Airport Engineer with Becher Hoppe, has reviewed and been on site with WPS to make sure it won't interfere with the future parking lot expansion and if it does, WPS will be paying for the electrical facility relocation if needed.

Motion by Rasmussen, second by Larson to approve the easement. Motion carried 5-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 12, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch; *By WebEx*: John Dempsey, Toole Design

CONSENT AGENDA

- A. Approve minutes of the July 8, 2021 meeting**
- B. Action on final resolution to levy special assessments for 2021 Street Construction Projects**
- C. Action on Stormwater Maintenance Agreement with Aspirus at 716 North 3rd Street**
- D. Action on Utility Easement on airport property for WPS and Charter Communications**

Larson moved to approve the consent agenda items. Ryan seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Action on Utility Easement on airport property for WPS and Charter Communications
BACKGROUND
WPS currently has overhead electrical service provided by powerlines across airport property along the north side of the airport parking lot running east west. WPS has requested to relocate this service underground on airport property. WPS legal staff created an easement that has been reviewed by the City Attorney's office and verified to be compliant with the Wisconsin Bureau of Aeronautics/FAA requirements. The document has also been reviewed by Karl Kemper of Becher Hoppe our airport engineer. The easement was approved unanimously by the airport committee at a special meeting on July 12th. WPS would like to complete the work this year.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Approval of the easement is recommended.
Staff contact: John Chmiel 715-845-3400

Document Number

ELECTRIC AND TELECOMMUNICATIONS UNDERGROUND EASEMENT

THIS EASEMENT, made this [REDACTED] day of [REDACTED], 2021, by the **City of Wausau, a municipal corporation**, located in Marathon County, Wisconsin on behalf of its Wausau Downtown Airport, GRANTOR, conveys a permanent limited easement as described below to **Wisconsin Public Service Corporation**, a Wisconsin corporation, along with its successors and assigns and **Charter Communications, LLC**, a foreign limited liability company, collectively, GRANTEE, for the sum of One and No/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the GRANTOR does hereby give and grant unto the GRANTEE, its successors and assigns, the perpetual right, permission, authority, privilege and easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place, all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy for light, heat and power or for such other purpose as electric energy is now or may hereafter be used, and for communication and telecommunication upon, over, across, within and beneath the certain "Easement Area" as described below and shown on attached Exhibit "A," on land owned by said GRANTOR in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:

This space is reserved for recording data

Return to:

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

Parcel Identification Number/Tax Key Number

**291-2807-111-0999, 291-2807-122-0097,
291-2807-122-0090**

Legal Description:

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2, and 3 of Block 3, of the recorded plat of Lake Wausau Addition of Section 12; and part of the vacated portion of Cordell Street described in Marathon County Register of Deeds Volume 349 on page 576 as Document 417781; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

This is not homestead property.

GRANTOR is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from the airport. In order to meet those standards, the GRANTEE agrees, and the rights granted in this easement are hereby limited on the Easement Area as follows:

GRANTEE shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of Airport property, except at such times as may be designated for such purposes by an authorized representative of GRANTOR. No such authorized representative of GRANTOR shall unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of aircraft. Notwithstanding any other provision in this paragraph, however, GRANTEE may upon notification to an authorized representative of GRANTOR, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within the Easement Area, in the event of a break, leak or other serious condition in the Facilities constructed in the Easement Area, or in the event of any other emergency situation arising with respect to such Facilities. GRANTEE shall have the right to go upon GRANTOR's property outside the Easement Area for the purpose of gaining access to the Easement Area in the event direct access to the Easement Area is not possible in accordance with the provisions of this paragraph.

GRANTEE shall not permit, and shall prevent, any use of the Easement Area that would interfere with or adversely affect the operation or maintenance of the Wausau Downtown Airport.

GRANTEE will not permit or suffer the use of the Easement Area in such a manner as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of the Airport.

GRANTEE shall have the right to trim or remove any trees or brush within the Easement Area which in its judgment may interfere with or endanger said Facilities.

So long as the underlying airport property is used for airport purposes, GRANTEE shall not place, nor permit the placement of, any poles, surface markers or surface structures of any kind upon the Airport property except for the above ground equipment associated with the underground electric lines. No building, tree, or other substantial or permanent structure shall be placed upon the Easement Area by the GRANTEE. GRANTEE will not replace or relocate any existing Facilities within the Easement Area without the prior written approval of the GRANTOR, such approval not to be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.

GRANTEE shall, after constructing, installing, maintaining, operating, inspecting, removing, or repairing the intended utility services or Facilities within the Easement Area, restore the Easement Area to the same condition, once the outside weather conditions are appropriate, that existed prior to such work including replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. All work in the Easement Area will be performed in a proper workmanlike manner, and during the progress of the work, GRANTEE will properly safeguard users of the airport from such work.

GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft over the ground and in the air space above the surface of the real property herein described, together with the right to cause on said ground and in said air space such sound as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said air space and for use of said air space and ground for landing on, taking off from, or operating at the Wausau Downtown Airport.

GRANTEE hereby releases GRANTOR from all debts, claims, demands, damages, actions and causes of action whatsoever which may result from the easement granted hereunder by the GRANTOR, and further agrees to indemnify and hold GRANTOR harmless from all debts, claims demands, damages, actions and causes of actions which may arise as a result of GRANTEE's use and occupation of the Easement Area, except as otherwise arising as a result of the negligence or willful misconduct of GRANTOR.

GRANTEE shall install facilities at a minimum of 60 inches or deeper, and also agree to not install surface mounted equipment within the Easement Restriction Area, as shown in the Restricted Area on the Exhibit.

In the event that GRANTOR requires the relocation of the electrical facilities within the Easement Restriction Area due to building construction, installation of roads and/or driveways, or development and redevelopment activities on land surrounding the Easement Restriction Area, GRANTEE agrees to relocate said electrical facilities at its expense, on a one-time basis, upon reasonable written notice from GRANTOR, provided that GRANTOR provides a suitable alternate location for said facilities with all necessary easement rights using standard easement language for their construction and maintenance at the new location. This relocation agreement applies to the Easement Restriction Area only, and the original GRANTOR only, and does not apply to any heirs, successors or assigns of said land.

The covenants and agreements herein contained shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the land. No failure or delay of either party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

CITY OF WAUSAU, a municipal corporation
in the State of Wisconsin

BY: _____
Katie Rosenberg, Mayor

ATTEST:

BY: _____
Leslie M. Kremer, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named, Katie Rosenberg, Mayor, and Leslie M. Kremer, City Clerk, for the City of Wausau, known to me to be the persons who executed the foregoing instrument on behalf of said GRANTOR and acknowledged the same.

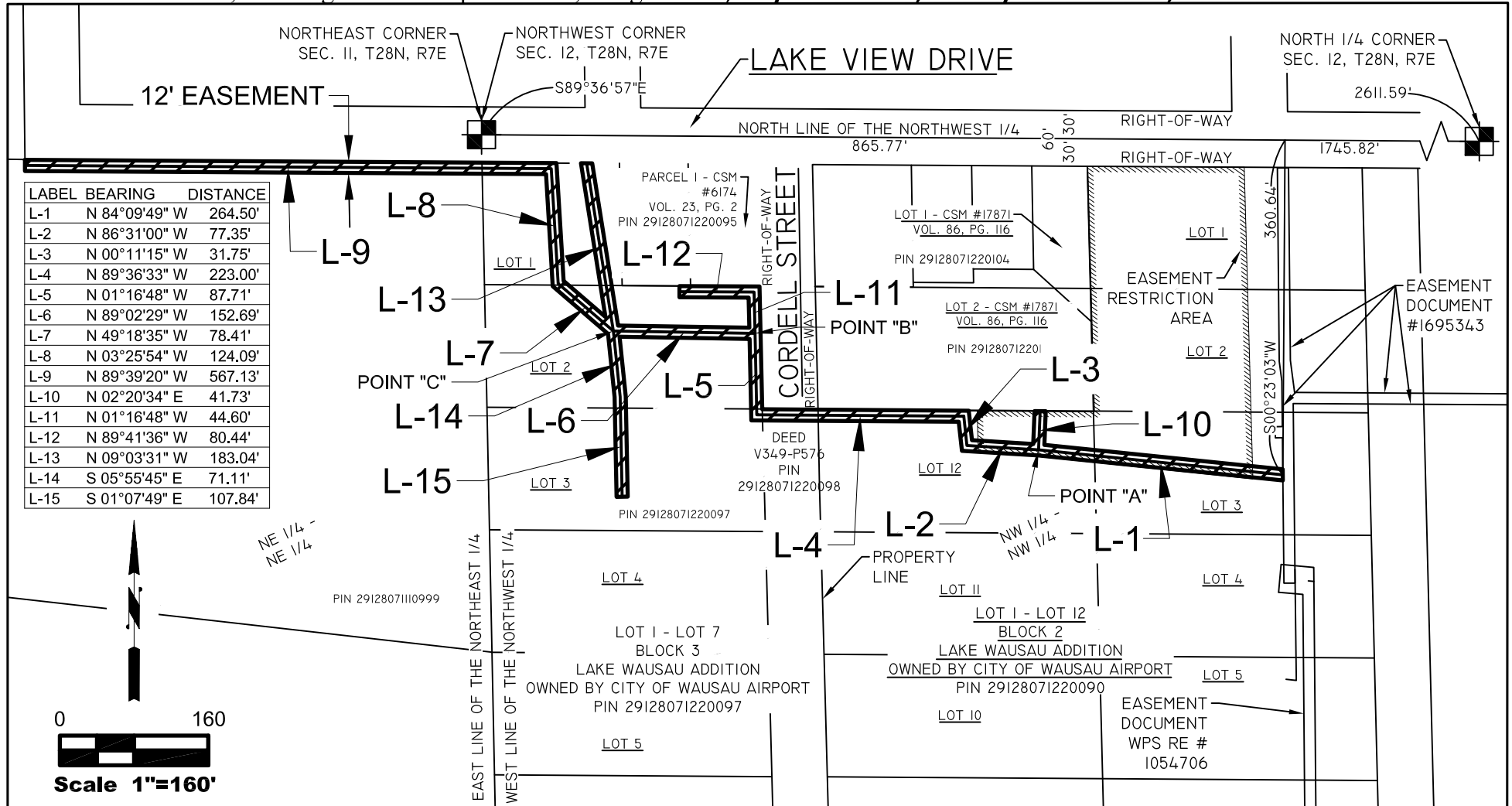
Notary Public, Wisconsin

My commission expires: _____

This instrument drafted by: Nathan K. Miller,
Assistant City Attorney for the City of Wausau,
407 Grant Street, Wausau WI 54403

EXHIBIT A

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Records Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**



Distances shown are for the **CENTERLINE** of the easement and are approximate - Bearings based upon Grid North of Marathon County Wisconsin Coordinate Reference System (WISCRS) NAD 83 (1991)

CENTERLINE
 P.L. PARCEL LINE
 R/W RIGHT OF WAY
 EASEMENT AREA
 MINOR LOT LINE
 EASEMENT RESTRICTION AREA

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

Date	County	Municipality	Site Address	Parcel Identification Number
19-May-21	Marathon	City of Wausau	725 Woods Pl	291-2807-111-0999, 291-2807-122-0097, 291-2807-122-0090, 291-2807-122-0098
Real Estate No.	WPSC District	WR#	WR Type	I/O
1057377	Wausau-61	3115069	EPLAN	6000272

EXHIBIT A

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Records Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement centered on the following described line:

Commencing at the northwest corner of said Section 12;
 Thence S 89°36'57" E, 865.77 feet coincident with the north line of said Section 12;
 Thence S 00°23'03" W, 360.64 feet to a point on the west line of an easement described in document number 1695343 and the **Point of Beginning**;
 Thence N 84°09'49" W, 264.50 feet to a point hereinafter referred to as Point "A";
 Thence N 86°31'00" W, 77.35 feet;
 Thence N 00°11'15" W, 31.75 feet to a point that is six feet south of the north line of said Lot 12 of Block 2 when measured perpendicular from said north line;
 Thence N 89°36'33" W, 223.00 feet parallel to said north line of Lot 12 and the south right of way line and extension thereof of Cornell Street as described in said volume 349 on page 576 to a point that is 6 feet west of the platted Cordell Street per Lake Wausau Addition when measured perpendicular from the west line of said Cordell Street;
 Thence N 01°16'48" W, 87.71 feet parallel to said west line of Cordell Street to a point hereinafter referred to as Point "B";
 Thence N 89°02'29" W, 152.69 feet to a point hereinafter referred to as Point "C";
 Thence N 49°18'35" W, 78.41 feet;
 Thence N 03°25'54" W, 124.09 feet to a point that is 6 feet south of the south right of way line of Lake View Drive when measured perpendicular from said south right of way line;
 Thence N 89°39'20" W, 567.13 feet parallel to said south right of way line to the **Point of Termination**.

AND

Commencing at said Point "A" also being the **Point of Beginning**;
 Thence N 02°20'34" E, 41.73 feet to the north line of said Lot 12 of Block 2 also being the **Point of Termination**.

AND

Commencing at said Point "B" also being the **Point of Beginning**;
 Thence N 01°16'48" W, 44.60 feet parallel to the west line of Cordell Street to a point 6 feet south of the north line of said Lot 2 of Block 3 when measured perpendicular from said north line;
 Thence N 89°41'36" W, 80.44 feet parallel to said north line of Lot 2 of Block 3 to the **Point of Termination**.

AND



Wisconsin Public Service

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

EXHIBIT A

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Recorders Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement centered on the following described line:

Commencing at said Point "C" also being the ***Point of Beginning***;

Thence N 09°03'31" W, 183.04 feet to the south right of way line of Lake View Drive also being the ***Point of Termination***.

AND

Commencing at said Point "C" also being the ***Point of Beginning***;

Thence S 05°55'45" E, 71.11 feet;

Thence S 01°07'49" E, 107.84 feet to the ***Point of Termination***.



Wisconsin Public Service

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Document Number

ELECTRIC AND TELECOMMUNICATIONS UNDERGROUND EASEMENT

THIS EASEMENT, made this _____ day of _____, 2021, by the **City of Wausau, a municipal corporation**, located in Marathon County, Wisconsin on behalf of its Wausau Downtown Airport, GRANTOR, conveys a permanent limited easement as described below to **Wisconsin Public Service Corporation**, a Wisconsin corporation, along with its successors and assigns and **Charter Communications, LLC**, a foreign limited liability company, collectively, GRANTEE, for the sum of One and No/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the GRANTOR does hereby give and grant unto the GRANTEE, its successors and assigns, the perpetual right, permission, authority, privilege and easement for the purpose of constructing, installing, maintaining, operating, inspecting, removing, replacing, or abandoning in place, all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy for light, heat and power or for such other purpose as electric energy is now or may hereafter be used, and for communication and telecommunication upon, over, across, within and beneath the certain "Easement Area" as described below and shown on attached Exhibit "A," on land owned by said GRANTOR in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:

This space is reserved for recording data

Return to:

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

Parcel Identification Number/Tax Key Number

**291-2807-111-0999, 291-2807-122-0097,
291-2807-122-0090**

Legal Description:

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2, and 3 of Block 3, of the recorded plat of Lake Wausau Addition of Section 12; and part of the vacated portion of Cordell Street described in Marathon County Register of Deeds Volume 349 on page 576 as Document 417781; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

This is not homestead property.

GRANTOR is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from the airport. In order to meet those standards, the GRANTEE agrees, and the rights granted in this easement are hereby limited on the Easement Area as follows:

GRANTEE shall not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of Airport property, except at such times as may be designated for such purposes by an authorized representative of GRANTOR. No such authorized representative of GRANTOR shall unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of aircraft. Notwithstanding any other provision in this paragraph, however, GRANTEE may upon notification to an authorized representative of GRANTOR, enter, bring any vehicle and equipment into and conduct repair, maintenance and other operations within the Easement Area, in the event of a break, leak or other serious condition in the Facilities constructed in the Easement Area, or in the event of any other emergency situation arising with respect to such Facilities. GRANTEE shall have the right to go upon GRANTOR's property outside the Easement Area for the purpose of gaining access to the Easement Area in the event direct access to the Easement Area is not possible in accordance with the provisions of this paragraph.

GRANTEE shall not permit, and shall prevent, any use of the Easement Area that would interfere with or adversely affect the operation or maintenance of the Wausau Downtown Airport.

GRANTEE will not permit or suffer the use of the Easement Area in such a manner as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft in the vicinity of the Airport.

GRANTEE shall have the right to trim or remove any trees or brush within the Easement Area which in its judgment may interfere with or endanger said Facilities.

So long as the underlying airport property is used for airport purposes, GRANTEE shall not place, nor permit the placement of, any poles, surface markers or surface structures of any kind upon the Airport property except for the above ground equipment associated with the underground electric lines. No building, tree, or other substantial or permanent structure shall be placed upon the Easement Area by the GRANTEE. GRANTEE will not replace or relocate any existing Facilities within the Easement Area without the prior written approval of the GRANTOR, such approval not to be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.

GRANTEE shall, after constructing, installing, maintaining, operating, inspecting, removing, or repairing the intended utility services or Facilities within the Easement Area, restore the Easement Area to the same condition, once the outside weather conditions are appropriate, that existed prior to such work including replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. All work in the Easement Area will be performed in a proper workmanlike manner, and during the progress of the work, GRANTEE will properly safeguard users of the airport from such work.

GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft over the ground and in the air space above the surface of the real property herein described, together with the right to cause on said ground and in said air space such sound as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said air space and for use of said air space and ground for landing on, taking off from, or operating at the Wausau Downtown Airport.

GRANTEE hereby releases GRANTOR from all debts, claims, demands, damages, actions and causes of action whatsoever which may result from the easement granted hereunder by the GRANTOR, and further agrees to indemnify and hold GRANTOR harmless from all debts, claims demands, damages, actions and causes of actions which may arise as a result of GRANTEE's use and occupation of the Easement Area, except as otherwise arising as a result of the negligence or willful misconduct of GRANTOR.

GRANTEE shall install facilities at a minimum of 60 inches or deeper, and also agree to not install surface mounted equipment within the Easement Restriction Area, as shown in the Restricted Area on the Exhibit.

In the event that GRANTOR requires the relocation of the electrical facilities within the Easement Restriction Area due to building construction, installation of roads and/or driveways, or development and redevelopment activities on land surrounding the Easement Restriction Area, GRANTEE agrees to relocate said electrical facilities at its expense, on a one-time basis, upon reasonable written notice from GRANTOR, provided that GRANTOR provides a suitable alternate location for said facilities with all necessary easement rights using standard easement language for their construction and maintenance at the new location. This relocation agreement applies to the Easement Restriction Area only, and the original GRANTOR only, and does not apply to any heirs, successors or assigns of said land.

The covenants and agreements herein contained shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns and shall run with the land. No failure or delay of either party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

CITY OF WAUSAU, a municipal corporation
in the State of Wisconsin

BY: _____
Katie Rosenberg, Mayor

ATTEST:

BY: _____
Mary A. Goede, Deputy Clerk

ACKNOWLEDGEMENT

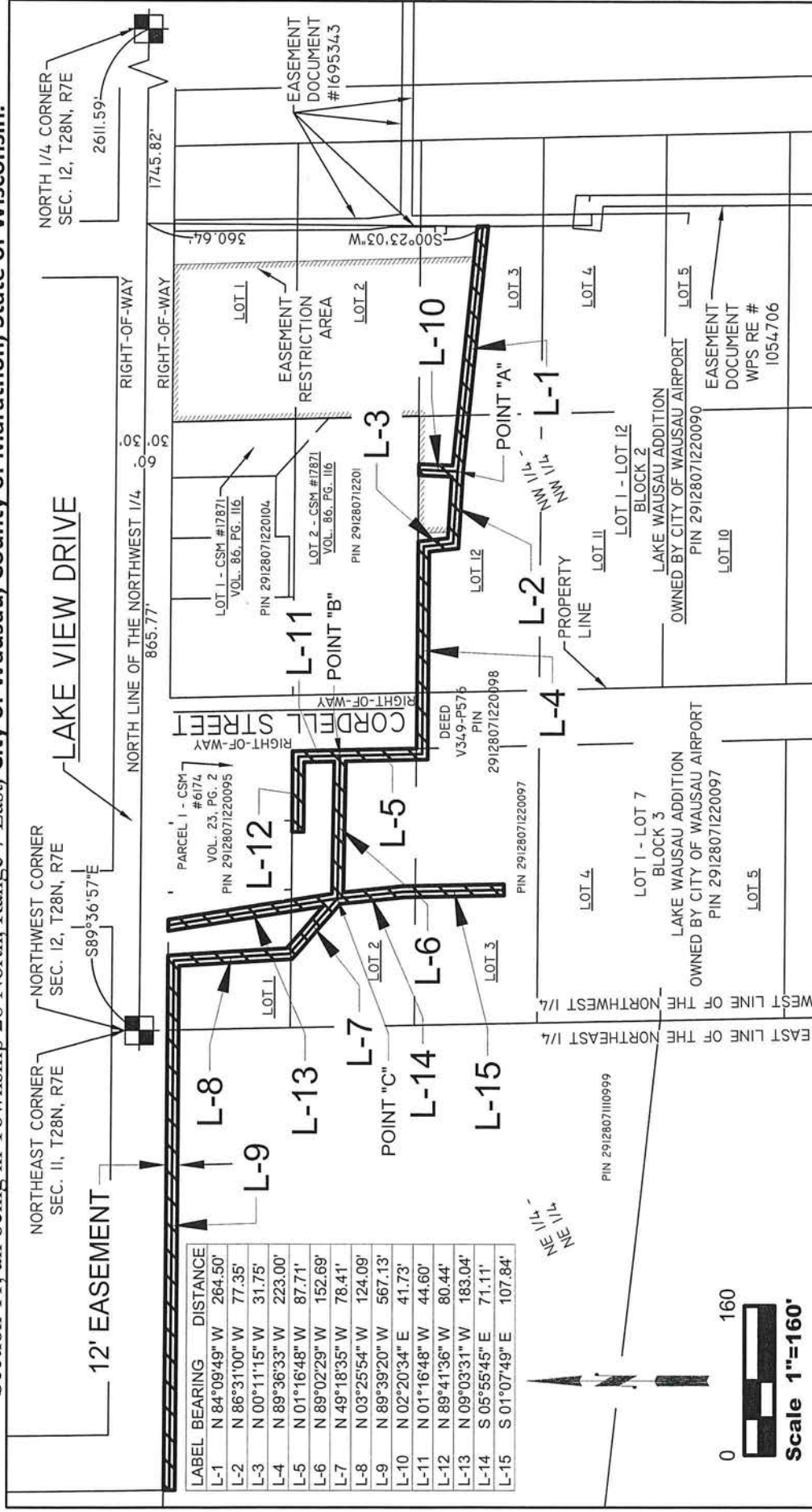
STATE OF WISCONSIN)
) SS
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2021, the above named, Katie Rosenberg, Mayor, and Mary A. Goede, Deputy Clerk, for the City of Wausau, known to me to be the persons who executed the foregoing instrument on behalf of said GRANTOR and acknowledged the same.

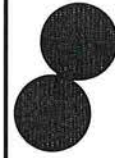
Notary Public, Wisconsin
My commission expires: _____

This instrument drafted by: Nathan K. Miller,
Assistant City Attorney for the City of Wausau,
407 Grant Street, Wausau WI 54403

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Records Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**



Distances shown are for the CENTERLINE of the easement and are approximate - Bearings based upon Grid North of Marathon County Wisconsin Coordinate Reference System (WISCRS) NAD 83 (1991)



Wisconsin Public Service

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

Date	County	Municipality	Site Address	Parcel Identification Number
19-May-21	Marathon	City of Wausau	725 Woods Pl	291-2807-111-0999, 291-2807-122-0097, 291-2807-122-0090, 291-2807-122-0098
Real Estate No.	WPSC District	WR#	WR Type	I/O
1057377	Wausau-61	3115069	EPLAN	6000272

EXHIBIT A

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Records Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement centered on the following described line:

Commencing at the northwest corner of said Section 12;
 Thence S 89°36'57" E, 865.77 feet coincident with the north line of said Section 12;
 Thence S 00°23'03" W, 360.64 feet to a point on the west line of an easement described in document number 1695343 and the **Point of Beginning**;
 Thence N 84°09'49" W, 264.50 feet to a point hereinafter referred to as Point "A";
 Thence N 86°31'00" W, 77.35 feet;
 Thence N 00°11'15" W, 31.75 feet to a point that is six feet south of the north line of said Lot 12 of Block 2 when measured perpendicular from said north line;
 Thence N 89°36'33" W, 223.00 feet parallel to said north line of Lot 12 and the south right of way line and extension thereof of Cornell Street as described in said volume 349 on page 576 to a point that is 6 feet west of the platted Cordell Street per Lake Wausau Addition when measured perpendicular from the west line of said Cordell Street;
 Thence N 01°16'48" W, 87.71 feet parallel to said west line of Cordell Street to a point hereinafter referred to as Point "B";
 Thence N 89°02'29" W, 152.69 feet to a point hereinafter referred to as Point "C";
 Thence N 49°18'35" W, 78.41 feet;
 Thence N 03°25'54" W, 124.09 feet to a point that is 6 feet south of the south right of way line of Lake View Drive when measured perpendicular from said south right of way line;
 Thence N 89°39'20" W, 567.13 feet parallel to said south right of way line to the **Point of Termination**.

AND

Commencing at said Point "A" also being the **Point of Beginning**;
 Thence N 02°20'34" E, 41.73 feet to the north line of said Lot 12 of Block 2 also being the **Point of Termination**.

AND

Commencing at said Point "B" also being the **Point of Beginning**;
 Thence N 01°16'48" W, 44.60 feet parallel to the west line of Cordell Street to a point 6 feet south of the north line of said Lot 2 of Block 3 when measured perpendicular from said north line;
 Thence N 89°41'36" W, 80.44 feet parallel to said north line of Lot 2 of Block 3 to the **Point of Termination**.

AND



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EXHIBIT A

Part of Lots 3 and 12 of Block 2, and Part of Lots 1, 2 and 3 of Block 3, and part of the vacated portion of Cordell Street described in the deed recorded in volume 349 on page 576 as document 417781 in the County Records Office, of the recorded plat of Lake Wausau Addition of Section 12; and also part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4) of Section 11, all being in Township 28 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement centered on the following described line:

Commencing at said Point "C" also being the ***Point of Beginning***;

Thence N 09°03'31" W, 183.04 feet to the south right of way line of Lake View Drive also being the ***Point of Termination***.

AND

Commencing at said Point "C" also being the ***Point of Beginning***;

Thence S 05°55'45" E, 71.11 feet;

Thence S 01°07'49" E, 107.84 feet to the ***Point of Termination***.



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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Aspirus – 716 North 3rd Street)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0905

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on August 12, 2021 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Aspirus, for stormwater facilities on their property at 716 North 3rd Street; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 12, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch; *By WebEx*: John Dempsey, Toole Design

CONSENT AGENDA

- A. Approve minutes of the July 8, 2021 meeting**
- B. Action on final resolution to levy special assessments for 2021 Street Construction Projects**
- C. Action on Stormwater Maintenance Agreement with Aspirus at 716 North 3rd Street**
- D. Action on Utility Easement on airport property for WPS and Charter Communications**

Larson moved to approve the consent agenda items. Ryan seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Action on Stormwater Maintenance Agreement with Aspirus at 716 North 3 rd Street
BACKGROUND
Aspirus is proposing to build a medical facility at 716 N. 3rd Street. The proposed development will consist of a new medical building, driveways, parking lot, landscaping and stormwater facilities. The parking lot, building and associated facilities will total approximately 2.5 acres. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 9 day of JULY, 2021, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and ASPIRUS BUILDINGS, INC., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

- This instrument was drafted by the Engineering Department, City of Wausau, 407 Grant Street, Wausau, WI 54403.

EXHIBIT B
STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES
FOR
ASPIRUS THIRD STREET CLINIC
716 NORTH 3RD STREET
CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map Number 18545, recorded as Document Number 1798422, all of Certified Survey Map Number 412, recorded in Volume 2, on Page 162, all of Block 13 of McIndoe and Shuter's addition, recorded in Volume 1, on Page 3, part of Vacated North 2nd Street, recorded as Document Number 1771468, and part of Vacated McIndoe street, recorded as Document Number 1818513, all filed in the Marathon County Register of Deeds office; all located in the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

The Owner, Aspirus, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the bioretention ponds and their outlet structures, sumped catch basins, on-site storm sewer, and riprap.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the bioretention ponds and their outlet structures, sumped catch basins, on-site storm sewer, and riprap on the site.
2. STORM AND OUTLET STRUCTURES: Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
3. SUMPED CATCH BASINS: Remove accumulated sediment and/or debris from the sumped catch basins a minimum of once per year.
4. RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
5. MOWING: Seasonally mow pond side slopes to promote aesthetics and control weed growth.
6. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration

rates as the roots will assist with this. Replace or restore hardwood mulch, if used, within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.

7. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention ponds to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
8. SNOW PLOWING: Do not plow snow into the bioretention ponds as this will cause premature failure of the devices.

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

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

Levying Special Assessments for the 2021 Street Construction Projects

Committee Action: Approved 5-0

Fiscal Impact: Estimated construction cost \$2,590,000; estimated special assessments \$275,000

File Number: 21-0104

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$2,590,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$2,590,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, on January 12, 2021, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following streets during 2021:

North 3rd Avenue from Randolph Street to Bos Creek Drive
 South 5th Avenue from West Street to Garfield Avenue
 Rosecrans Street from 17th Avenue to 22nd Avenue

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 3, 2021 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the projects be constructed during 2021, and the Common Council accepted the Committee's report at its meeting of February 23, 2021 and ordered that the projects be advertised for bid; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the street construction projects and

WHEREAS, the street construction project special assessments for each property affected are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2021, the special assessment will be placed on the 2021 real estate tax bill and be due in full on or before January 31, 2022. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2021, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2021 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2021 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2021 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2020 rate was 2.135%) beginning February 1, 2022, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2021, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2021 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2021 real estate taxes **OR**

- B. Payment of the first one-tenth of the assessment with the 2021 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2020 rate was 2.135%) beginning February 1, 2022, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2022. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 12, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch; *By WebEx*: John Dempsey, Toole Design

CONSENT AGENDA

- A. Approve minutes of the July 8, 2021 meeting**
- B. Action on final resolution to levy special assessments for 2021 Street Construction Projects**
- C. Action on Stormwater Maintenance Agreement with Aspirus at 716 North 3rd Street**
- D. Action on Utility Easement on airport property for WPS and Charter Communications**

Larson moved to approve the consent agenda items. Ryan seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Action on final resolution to levy special assessments for 2021 Street Construction Projects
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessments for street construction projects. Special assessments for 2021 street construction projects to be levied this year include North 3 rd Avenue from Randolph Street to Bos Creek Drive, South 5 th Avenue from West Street to Garfield Avenue, and Rosecrans Street from 17 th Avenue to 22 nd Avenue.
FISCAL IMPACT
Estimated special assessments of \$275,000.
STAFF RECOMMENDATION
Staff recommends forwarding the resolution to the Common Council to levy the special assessments.
Staff contact: Allen Wesolowski 715-261-6762

2021 STREET CONSTRUCTION PROJECTS

This list will be updated as soon as drive approaches and sidewalk are installed and measured. All assessments are to be levied in 2021.

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$ ____/lf	Sewer Lateral	Total
3RD AVENUE - RANDOLPH ST TO BOS CREEK DR				@ \$42.00		@ \$0.00/sf				
1409 N 3rd Ave	King	2907-231-0780	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1410 N 3rd Ave	Bentz	2907-231-0793	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1412 N 3rd Ave	Perez	2907-231-0794	57.00	2,394.00		0.00		0.00	500.00	2,894.00
1415 N 3rd Ave	Oliva	2907-231-0781	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1416 N 3rd Ave	Cook	2907-231-0795	67.00	2,814.00		0.00		0.00	500.00	3,314.00
1417 N 3rd Ave	Resech	2907-231-0782	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1420 N 3rd Ave	Bloomer	2907-231-0538	89.00	3,738.00		0.00		0.00	500.00	4,238.00
1421 N 3rd Ave	Osborne	2907-231-0783	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1424 N 3rd Ave	Wausau School District	2907-231-0537	60.00	2,520.00		0.00		0.00	0.00	2,520.00
1425 N 3rd Ave	St. Amand	2907-231-0054	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1434 N 3rd Ave	Fernstaedt	2907-231-0798	59.00	2,478.00		0.00		0.00	500.00	2,978.00
1438 N 3rd Ave	Fitzgerald	2907-231-0799	58.00	2,436.00		0.00		0.00	500.00	2,936.00
1504 N 3rd Ave	Lemke	2907-231-0800	57.00	2,394.00		0.00		0.00	500.00	2,894.00
1505 N 3rd Ave	Cullen	2907-231-0049	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1506 N 3rd Ave	Yang	2907-231-0801	66.00	2,772.00		0.00		0.00	500.00	3,272.00
1509 N 3rd Ave	Warrick	2907-231-0048	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1510 N 3rd Ave	Friese	2907-231-0802	59.00	2,478.00		0.00		0.00	500.00	2,978.00
1511 N 3rd Ave	Allen	2907-231-0047	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1514 N 3rd Ave	Lenard	2907-231-0803	58.00	2,436.00		0.00		0.00	500.00	2,936.00
1515 N 3rd Ave	Hoefl	2907-231-0046	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1518 N 3rd Ave	Thorn/Schneider	2907-231-0804	58.00	2,436.00		0.00		0.00	500.00	2,936.00
1520 N 3rd Ave	Flippin Rentals LLC	2907-231-0805	58.00	2,436.00		0.00		0.00	500.00	2,936.00
1521 N 3rd Ave	Adamski	2907-231-0045	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1524 N 3rd Ave	Central WI Apts.	2907-231-0806	58.00	2,436.00		0.00		0.00	500.00	2,936.00
1527 N 3rd Ave	Ballschmieder	2907-231-0044	60.00	2,520.00		0.00		0.00	500.00	3,020.00
1598-1602 N 3rd Ave	Carlson	2907-231-0808	117.00	4,914.00		0.00		0.00	1,000.00	5,914.00
1608-1612 N 3rd Ave	Kind Properties LLC	2907-231-0642	103.00	4,326.00		0.00		0.00	1,000.00	5,326.00
1609 N 3rd Ave	Schmidt	2907-231-0787	84.00	3,528.00		0.00		0.00	500.00	4,028.00
1613 N 3rd Ave	Weinberger	2907-231-0842	118.00	4,956.00		0.00		0.00	500.00	5,456.00
1616 N 3rd Ave	Hintz	2907-231-0190	53.00	2,226.00		0.00		0.00	250.00	2,476.00
1618 N 3rd Ave	Luedtke/Ploeger	2907-231-0189	49.00	2,058.00		0.00		0.00	250.00	2,308.00
1623 N 3rd Ave	Eichten	2907-231-0841	118.00	4,956.00		0.00		0.00	500.00	5,456.00
1629 N 3rd Ave	LJS Income Trust	2907-231-0840	65.00	2,730.00		0.00		0.00	500.00	3,230.00
1635 N 3rd Ave	Smith	2907-231-0839	89.00	3,738.00		0.00		0.00	500.00	4,238.00
1636 N 3rd Ave	Timberwolf Suites	2907-232-0962	176.00	7,392.00		0.00		0.00	0.00	7,392.00
1639 N 3rd Ave	Switlick/Luedtke	2907-231-0562	0.00	0.00		0.00		0.00	500.00	500.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$ ____/lf	Sewer Lateral	Total
3RD AVENUE - RANDOLPH ST TO BOS CREEK DR				@ \$42.00		@ \$0.00/sf				
1719 N 3rd Ave	Northside Baptist Church	2907-231-0837	0.00	0.00		0.00		0.00	0.00	0.00
215 Clayton St	Amy J. Kluetz Trust	2907-231-0053	60.00	2,520.00		0.00		0.00	500.00	3,020.00
216 Clayton St	Klingbeil	2907-231-0050	60.00	2,520.00		0.00		0.00	500.00	3,020.00
215 Lucille St	Carder	2907-231-0043	60.00	2,520.00		0.00		0.00	500.00	3,020.00
220 Lucille St	Weber	2907-231-0786	84.00	3,528.00		0.00		0.00	500.00	4,028.00
224 W Randolph St	Schreiber (Dickman)	2907-231-0779	0.00	0.00		0.00		0.00	500.00	500.00
302 W Randolph St	Carpentier	2907-231-0792	0.00	0.00		0.00		0.00	0.00	0.00
303-307 Summit Dr	First Barker Street LLC	2907-231-0188	146.00	6,132.00		0.00		0.00	500.00	6,632.00
5TH AVENUE - WEST ST TO GARFIELD AVE				@ \$42.00		@ \$0.00/sf		@ \$0.00/sf		
602 S 5th Ave	Jones	2907-352-0095	60.00	2,520.00		0.00		0.00	500.00	3,020.00
603 S 5th Ave	CAV Income Trust	2907-352-0084	60.00	2,520.00		0.00		0.00	500.00	3,020.00
605 S 5th Ave	Sorem	2907-352-0085	60.00	2,520.00		0.00		0.00	500.00	3,020.00
606 S 5th Ave	Reissmann	2907-352-0096	60.00	2,520.00		0.00		0.00	500.00	3,020.00
611 S 5th Ave	Morales	2907-352-0086	60.00	2,520.00		0.00		0.00	500.00	3,020.00
612 S 5th Ave	Jacobs	2907-352-0097	60.00	2,520.00		0.00		0.00	500.00	3,020.00
615 S 5th Ave	Medin	2907-352-0087	60.00	2,520.00		0.00		0.00	500.00	3,020.00
616 S 5th Ave	Grupstra	2907-352-0098	60.00	2,520.00		0.00		0.00	500.00	3,020.00
619 S 5th Ave	Charbarneau	2907-352-0088	60.00	2,520.00		0.00		0.00	500.00	3,020.00
620 S 5th Ave	Fandre	2907-352-0099	60.00	2,520.00		0.00		0.00	500.00	3,020.00
623 S 5th Ave	Heil	2907-352-0089	60.00	2,520.00		0.00		0.00	500.00	3,020.00
624 S 5th Ave	Stuplich	2907-352-0100	60.00	2,520.00		0.00		0.00	500.00	3,020.00
626 S 5th Ave	Case	2907-352-0101	60.00	2,520.00		0.00		0.00	500.00	3,020.00
627 S 5th Ave	Doede	2907-352-0090	60.00	2,520.00		0.00		0.00	500.00	3,020.00
630 S 5th Ave	Grubb	2907-352-0102	60.00	2,520.00		0.00		0.00	500.00	3,020.00
631 S 5th Ave	Blackrock Real Estate	2907-352-0091	60.00	2,520.00		0.00		0.00	500.00	3,020.00
634 S 5th Ave	Ruhl	2907-352-0103	60.00	2,520.00		0.00		0.00	500.00	3,020.00
635 S 5th Ave	Surface	2907-352-0092	60.00	2,520.00		0.00		0.00	500.00	3,020.00
637 S 5th Ave	Prigge	2907-352-0093	60.00	2,520.00		0.00		0.00	500.00	3,020.00
640 S 5th Ave	Burger	2907-352-0104	60.00	2,520.00		0.00		0.00	500.00	3,020.00
701 S 5th Ave	Larson	2907-352-0148	58.00	2,436.00		0.00		0.00	500.00	2,936.00
702 S 5th Ave	O'Connor	2907-352-0149	58.00	2,436.00		0.00		0.00	500.00	2,936.00
706 S 5th Ave	Turk	2907-352-0150	58.00	2,436.00		0.00		0.00	500.00	2,936.00
707 S 5th Ave	Putzer	2907-352-0147	58.00	2,436.00		0.00		0.00	500.00	2,936.00
709 S 5th Ave	Wau Housing Solutions	2907-352-0146	58.00	2,436.00		0.00		0.00	500.00	2,936.00
710 S 5th Ave	Luedtke	2907-352-0151	58.00	2,436.00		0.00		0.00	500.00	2,936.00
715 S 5th Ave	Wau Housing Solutions	2907-352-0145	58.00	2,436.00		0.00		0.00	500.00	2,936.00
716 S 5th Ave	Goebel	2907-352-0152	58.00	2,436.00		0.00		0.00	500.00	2,936.00
717 S 5th Ave	DLS Income Trust	2907-352-0144	58.00	2,436.00		0.00		0.00	500.00	2,936.00
720 S 5th Ave	Sauer	2907-352-0153	58.00	2,436.00		0.00		0.00	500.00	2,936.00
721 S 5th Ave	Richardson	2907-352-0143	52.00	2,184.00		0.00		0.00	500.00	2,684.00

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3RD AVENUE - RANDOLPH ST TO BOS CREEK DR				@ \$42.00		@ \$0.00/sf				
722 S 5th Ave	Soczka/Southworth	2907-352-0154	55.00	2,310.00		0.00		0.00	500.00	2,810.00
725 S 5th Ave	Frahm	2907-352-0142	55.00	2,310.00		0.00		0.00	500.00	2,810.00
728 S 5th Ave	Schultz	2907-352-0155	55.00	2,310.00		0.00		0.00	500.00	2,810.00
729 S 5th Ave	Hansen	2907-352-0141	52.00	2,184.00		0.00		0.00	500.00	2,684.00
732 S 5th Ave	Gering	2907-352-0156	59.00	2,478.00		0.00		0.00	500.00	2,978.00
414 West St	Streich	2907-352-0272	0.00	0.00		0.00		0.00	0.00	0.00
502 West St	Yang	2907-352-0273	0.00	0.00		0.00		0.00	500.00	500.00
ROSECRANS ST - 17TH AVE TO 22ND AVENUE				@ \$42.00		@ \$0.00/sf		@ \$0.00/sf		
916-930 S 17th Ave	HIM Holdings	2907-344-0329	104.00	4,368.00		0.00		0.00	0.00	4,368.00
1000 S 17th Ave	Happy Enterprises	2907-344-0927	92.00	3,864.00		0.00		0.00	0.00	3,864.00
934 S 18th Ave	Benson	2907-344-0113	0.00	0.00		0.00		0.00	0.00	0.00
929 S 19th Ave	Knoblock	2907-344-0114	0.00	0.00		0.00		0.00	0.00	0.00
930 S 19th Ave	Koltz	2907-344-0129	0.00	0.00		0.00		0.00	0.00	0.00
922 S 20th Ave	Hoenecke	2907-344-0950	0.00	0.00		0.00		0.00	0.00	0.00
938 S 21st Ave	Bright	2907-344-0149	0.00	0.00		0.00		0.00	0.00	0.00
939 S 21st Ave	Byrd	2907-344-0139	0.00	0.00		0.00		0.00	0.00	0.00
919 21st Pl	Lor/Yang	2907-343-0970	0.00	0.00		0.00		0.00	0.00	0.00
938 21st Pl	Vang/Lee	2907-343-0985	0.00	0.00		0.00		0.00	0.00	0.00
919 S 22nd Ave	Bembinster	2907-343-0008	0.00	0.00		0.00		0.00	0.00	0.00
919 22nd Pl	Pagel	2907-343-0986	102.00	4,284.00		0.00		0.00	0.00	4,284.00
922 22nd Pl	Corazalla	2907-343-0007	0.00	0.00		0.00		0.00	0.00	0.00
1710 Rosecrans St	Woodbury Rentals	2907-344-0098	0.00	0.00		0.00		0.00	0.00	0.00
1801-1807 Rosecrans St	Development First	2907-344-0928	200.00	8,400.00		0.00		0.00	0.00	8,400.00
1811-1821 Rosecrans St	Development First	2907-344-0929	100.00	4,200.00		0.00		0.00	0.00	4,200.00
1901 Rosecrans St	Khang	2907-344-0930	66.00	2,772.00		0.00		0.00	0.00	2,772.00
1903 Rosecrans St	Isakson	2907-344-0931	66.00	2,772.00		0.00		0.00	0.00	2,772.00
1905 Rosecrans St	Krahn	2907-344-0932	72.00	3,024.00		0.00		0.00	0.00	3,024.00
1908 Rosecrans St	Darelius	2907-344-0951	0.00	0.00		0.00		0.00	0.00	0.00
1915 Rosecrans St	Krahn	2907-344-0921	60.00	2,520.00		0.00		0.00	0.00	2,520.00
2001 Rosecrans St	Koshak	2907-344-0934	60.00	2,520.00		0.00		0.00	0.00	2,520.00
2003 Rosecrans St	Hutchison	2907-344-0935	72.00	3,024.00		0.00		0.00	0.00	3,024.00
2005 Rosecrans St	Shilts	2907-344-0936	60.00	2,520.00		0.00		0.00	0.00	2,520.00
2007 Rosecrans St	Brown	2907-344-0937	86.00	3,612.00		0.00		0.00	0.00	3,612.00
2011 Rosecrans St	Rechner	2907-344-0833	81.00	3,402.00		0.00		0.00	0.00	3,402.00
2101 Rosecrans St	Lenzner	2907-344-0940	84.00	3,528.00		0.00		0.00	0.00	3,528.00
2103 Rosecrans St	Dickman	2907-344-0941	92.00	3,864.00		0.00		0.00	0.00	3,864.00
2201 Rosecrans St	Twenty-Sixth Place	2907-343-0945	250.00	10,500.00		0.00		0.00	0.00	10,500.00

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

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

Designating two restricted parking stalls on the 300 Block of N. 3rd Street from 4:00 p.m. to 10:00 p.m. Thursday through Saturday for valet parking purposes only

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: Minimal to install signs

File Number: 21-0906

Date Introduced: September 14, 2021

WHEREAS, Ciao, a local restaurant, requested the City to allow the use of two (2) parking stalls on the 300 block of N. 3rd Street from 4:00 p.m. to 10:00 p.m. Thursday through Saturday in order to allow the provision of valet parking to its customers; and

WHEREAS, the Capital Improvements and Street Maintenance Committee approved a temporary pilot valet parking program on January 9, 2020, to determine the effects of limited valet parking on downtown parking and local businesses and their customers; and

WHEREAS, at that time, Ciao had indicated that the valet parking services would be available for use by other vehicles and their operators who desired to use the services but who were not customers of Ciao, and have made such services available as indicated during the pilot program; and

WHEREAS, Ciao will continue to make such valet parking services available to, not only its customers, but also to those vehicles and operators who desire to use the valet services to patronize other local downtown businesses; and

WHEREAS, your Capital Improvements and Street Maintenance Committee has determined that the use of the two parking stalls for valet purposes has provided benefits to citizens and local downtown businesses.

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

Add ()

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

North 3rd Street

...

- Valet parking only from 4:00 p.m. to 10:00 p.m. Thursday through Saturday, two (2) parking stalls, on the west side of the street

...

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

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Mary Goede, Deputy Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 12, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch; *By WebEx*: John Dempsey, Toole Design

Discussion and possible action on permanent parking restrictions on the 300 block of 3rd Street for Valet Parking Program

Rasmussen indicated the temporary timeline for the valet parking program is running out. This seems to be well received and she hasn't received any complaints. Initially Lindman received a few complaints but has not received any this summer. Neal stated before COVID the reports were very encouraging and he hasn't heard of any negatives.

Neal moved to approve permanent parking restrictions for the Valet Parking Program. Seconded by Larson.

Ryan heard that a lot of people in wheelchairs are losing access when handicap areas were changed. Lindman stated that was related to the parklets. Rasmussen added that a handicap space was moved over one. The parklet is narrow enough that there is a lane for people to get to the ramp without being near traffic.

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

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

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

Amending Section 10.20.080(a) designating no parking on the north side of Highland Park Boulevard from the east side of the driveway at 1220 Highland Park Boulevard 50 feet east toward Highland Court

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 21-0907

Date Introduced: September 14, 2021

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

Add ()

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

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

...

Highland Park Boulevard

- North side of the street from the east side of the driveway at 1220 Highland Park Boulevard 50 feet east toward Highland Court

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:

Mary A. Goede, Deputy Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 12, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch; *By WebEx*: John Dempsey, Toole Design

Discussion and possible action on parking restrictions at the intersection of Highland Park Boulevard and Highland Court

Wesolowski was contacted by Charles Plier requesting a no parking area on Highland Park Boulevard. Charles Plier stated parking has been a problem since the streets were redone several years ago. The streets are basically one-way with a boulevard in the middle. They are slightly over 16' wide, which allows for one driving lane and one parking spot. When big vehicles, such as garbage trucks, UPS, FedEx, are in the neighborhood, they have to drive on the boulevard to get by a parked vehicle. Highland Court is even worse. Plier provided pictures of the issue. Several weeks ago a garbage truck was driven over his lawn and ruined his sprinkler system. If vehicles are parked on both sides of the road, it leaves a 5' path for a vehicle to get through.

Rasmussen asked about plowing when cars are parked on the street. Plier stated they put a lot of the snow on the boulevard. They cannot plow when cars are on the street.

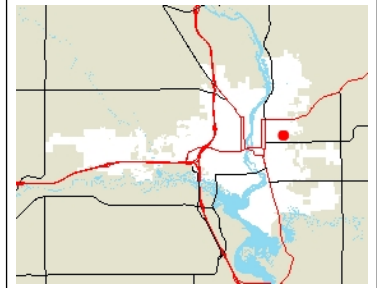
Plier wanted it noted that he is not asking to eliminate parking on Highland Court. Discussion followed.

Neal moved to approve the parking restriction as proposed on the map. Seconded by Larson.

Wadinski referred to wording of the signs and does not want too much signage installed that would block the view of the house. Rasmussen said the parking restriction could be approved and DPW can determine what signs to place as they know the standards. Rasmussen added that we can keep in communication and if this does not solve the problem we can take another look at it.

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

AGENDA ITEM
Discussion and possible action on parking restrictions at the intersection of Highland Park Boulevard and Highland Court
BACKGROUND
Staff met with Charles Plier on site to discuss possible parking restrictions on Highland Park Boulevard. The area for the request is shown on the attached map and picture. The request is to post this area 'No Parking'. If a car is parked in this location, it is very difficult for a car to turn down Highland Court. The garbage truck drove onto Mr. Plier's lawn attempting to make the turn when a car was parked in this location.
FISCAL IMPACT
Minimal.
STAFF RECOMMENDATION
Staff understands Mr. Plier's concern of keeping cars off his lawn. Parking at this location is intermittent and traffic volume is very low. Staff's concern with posting 'No Parking' in this location is it may prompt several other requests in the area given the narrow and unique design of the streets.
Staff contact: Allen Wesolowski 715-261-6762



Legend

- Parcel
- Section Line/Number
- Municipality

Map Created: 8/4/2021

25.00 0 25.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

Notes



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0108

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its August 16, 2021 and September 8, 2021 meetings 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, August 16, 2021 at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Pat Peckham, Dawn Herbst, Jim Wadinski, and Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Jeremy Kopp, Mary Goede, Katie Rosenberg

Consider approval or denial of various license applications.

Lisa Rasmussen stated there was one denial recommendation for an Operator's License for Rebecca Weber. *It was noted that Ms. Weber was not present to appeal.* She stated there was an application for a new Public Transport Business for Midwest Taxi, LLC, and a special event application from Holy Name.

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

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Wednesday, September 8, 2021 at 6:15 pm, (Council Chambers)

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

Others Present: Anne Jacobson, Mary Goede, Marcus Aumann, Tony Gonzalez

Consider Special Event Application for "La Fiesta" in Wausau, September 18, 2021, Brockmeyer Park (American Hispanic Association)

Lisa Rasmussen stated all of the appropriate city departments have reviewed the application and indicated approval. The Park Department's approval was conditional on the receipt of the Certificate of Insurance and a parking plan.

Tony Gonzalez, AHA organizer, addressed the committee stating the event is new so he wasn't sure what the turnout would be. He noted the event will also include a vaccine clinic. He stated he emailed Marcus Aumann at the Park Department with the contact at the Incredible Bank, which is providing the insurance. He indicated he had an agreement with the business Sure Dry on Stewart Avenue across from Brockmeyer Park that has room for 127 vehicles for parking. There will also be an individual from emergency police to help guide traffic.

Marcus Aumann, Park Department, stated the only other condition had been information on food vendors in order to know what electrical power would be required. He indicated after discussing it today with Mr. Gonzalez, they would be able to adequately supply the power.

Motion by Peckham, second by Wadinski to approve the special event. Motion carried 5-0.

Adjourn

Motion by Peckham, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:20 pm.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

August 16, 2021 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation:** Operator 2 Yr Renewal, **Rebecca Weber**: Third OWI conviction in 2020 (since last approval in 2019). Also has Misdemeanor THC conviction from 2014 in addition to the three OWI convictions.
2. Application for a **Public Transport Business, Midwest Taxi, LLC**, owner Nathan Woller, 3609 Weston Ave, Weston.
3. **Class I Special Event**, Holy Name of Jesus 75th Anniversary, October 2nd and 3rd.
Following is a link to the application for your review:
http://intranet/Portals/0/Resources/Wausau/Departments/CCS/Documents/SEA_HolyNameOfJesus75thAnniversary.pdf

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: August 13, 2021

(715) 261-6621



PHS Date 08/16/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
151645	9011 - Bartender/Operator 2-Yr Renewal	WEBER, REBECCA	802 1/2 GRANT ST WAUSAU WI 54403		DENMAR	07/01/2021	06/30/2023	No	No	
154918	9022 - Public Transport Business	WOLLER, NATHAN	3609 WESTON AVE WESTON WI 54476		MIDWEST TAXI LLC	08/23/2021	06/30/2022	Yes	Yes	
154511	9026 - Class I	MARTIN, FR. SAMUEL	1104 S 9TH AVE WAUSAU WI 54401	Holy Name of Jesus 75th Anniversary on October 2, 2021 and October 3, 2021 Organized by HOLY NAME OF JESUS PARISH					Yes	
154516	9069 - Temporary Class B Retailer (Picnic)	MARTIN, FR. SAMUEL	1104 S 9TH AVE WAUSAU WI 54401		HOLY NAME OF JESUS PARISH				Yes	

Total Licenses

3

PHS Date 09/08/2021

[illegible]

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Citizens Advisory Committee - Community Development Block Grant*

File Number: 21-0903 **Date Introduced:** September 14, 2021

Citizens Advisory Committee - CDBG

Karyn Powers (1) New Citizen member	809 N 4th Ave	6 Yr Term Exp. 4/30/27	715-573-8042
Emily Voss (1) New Citizen member	622 N 3rd St	6 Yr Term Exp. 4/30/27	715-241-8770

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: August 13, 2021

TO: Mary Goede

FROM: Mayor Katie Rosenberg

RE: Appointment to Citizen's Advisory Committee

Please place the following appointment on the August 24, 2021 City Council Agenda. If you have any questions, please call my office. Thank you.

CITIZENS' ADVISORY COMMITTEE – COMMUNITY DEVELOPMENT BLOCK GRANT

New Appointments (filling vacancies)

Karyn Powers
809 N 4th Ave
Wausau, WI 54401
715-573-8042
kjlpowers@aol.com

Emily Voss
622 N 3rd St
Wausau WI 54403
715-241-8770
emily@vosstudios.com

Karyn Powers' Bio:

As the recreation superintendent for 29 years, I've worked in partnerships with the Boys and Girls Club, United Way, Healthy Eating-Active Living Coalition, Marathon County Health Department, Partnership for Youth Coalition, Noon Optimists, and more to address quality of life issues in the community. I want to continue to serve the community and have more than 40 years of experience in



building budgets from limited resources, being accountable for public funds, and providing safe, equitable opportunities for the residents of, and visitors to, our city.

Emily Voss' Bio:

My name is Emily Voss and I am the owner of the photography studio, VOSStudios, in downtown Wausau. I have been open for business for eight years since graduating from college. My family moved to Wausau in 2001 for my father's job when I was ten years old. Besides spending four years in Iowa at Luther College, where I graduated with degrees in Fine Arts and Spanish, I have lived in Wausau ever since. In addition to working downtown, I have also lived in the downtown for two years. I reside in one of the Blenker townhomes on Third Street. It has been an amazing experience working and living in the heart of Wausau and I feel so lucky to have been able to integrate into the downtown area. I serve on the Board of Directors for the Community Foundation of North Central Wisconsin, The Neighbor's Place and the Business Improvement District Board. In my free time I make visits to the elderly with my certified Therapy Dog, Whisper.

It is an honor to be considered for a position on the Citizen's Advisory Committee. I feel that I am able to offer unique insight as a young female business owner, living and working in Wausau's River District. I am not afraid to express my opinion even if it is different from the majority. That being said, I am also very open to hearing contrasting opinions and learning and growing from the perspective of others. I am more than happy to shift my own viewpoint as I gain additional information and feel strongly about working together in collaboration towards a common goal of making Wausau the best it can be!

c: Tammy Stratz

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving contract with Aplomb PR to extend campaign through February, 2022

Committee Action: Approved 5-0

Fiscal Impact: \$5,000

File Number: 21-0809

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Common Council, on August 10, 2021, approved continuing to enter into a contract with Aplomb PR in the amount of \$1,000 for the period June 21, 2021 to September 6, 2021 for management and creative direction of the Wausome Facebook page; and

WHEREAS, your Economic Development Committee, at their September 7, 2021 meeting, recommended continuing a contract with Aplomb PR for \$5,000 from September 7, 2021 through February 1, 2022.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve entering into a contract with Aplomb PR for \$5,000 from September 7, 2021 through February 1, 2022 for management and creative direction of the Wausome Facebook page and hereby directs the proper city officials to execute the attached contract.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, September 7, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Liz Brodek, Brad Lenz, Nathan Miller, Shannon Graff,

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

Agenda #3 – Discussion and possible action on approving contracting with Aplomb PR to extend through February 2022.

Brodek introduced the topic as provided in the packet which included an extension of the contract with Aplomb through February 2022. Brodek explained the contract contains more meat but more importantly carries the city through a busy time of year. Brodek stated this will allow her time to become more acclimated in her position as well as onboard a new Economic Development Manager and then the department can work as a whole to devise a new, more robust marketing plan.

Rasmussen motioned to approve, seconded by Watson. Motion carried 5-0.



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Liz Brodek, Development Director

RE: Extending Aplomb PR's contract for City of Wausau marketing through January Economic Development Committee meeting

Aplomb PR is currently executing on a contract negotiated by the Economic Development Committee on behalf of the City of Wausau. The scope of work includes management and creative direction of the Wausome Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting images. The contract is set to run through September 6, 2021. It is my understanding that the date chosen was to allow the new Development Director open direction to evaluate and choose how to move forward with marketing, promotions, and communications with which the position is charged.

The Development department is in the process of hiring a new Economic Development Manager who will have a significant stake in the direction of our department's marketing, promotions, and communications strategy. I would like the Development team to have input in how to move forward with our communications strategy, which will require time to onboard the new person. In addition, I see an opportunity to expand the scope of work in a similar agreement to include a new, comprehensive communications plan to be enacted in early 2022.

A concern was raised previously about "serial" contracting with Aplomb PR for communication services. As stated in the City's Procurement Policy for professional services, contracts under \$25,000 (such as this) do not require an RFP. Continuing with this "sole source" provider is justifiable given Aplomb's extensive involvement in the Wausome campaign, and the short additional contract being recommended to maintain continuity and avoid a gap in communications while allowing a growing department time to strategize about our long-term communications strategy.

Therefore I am recommending that the Economic Development Committee allow for a new contract with Aplomb PR to manage a slightly expanded scope of work through our first meeting in February 2022, when our team will come with a recommendation of how to proceed with the communications strategy.

City of Wausau
CONTRACT FOR SERVICES
(Design Professionals)

1. PARTIES.

This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and Aplomb PR, LLC ("Contractor"), 808 S. 12TH Street, Wausau, WI 54403.

The Contractor is a: ☐ Corporation ☒ Limited Liability Company ☐ General Partnership
 ☐ Sole Proprietor ☐ Other: _____

2. PROJECT DESCRIPTION.

The City of Wausau is retaining Aplomb PR, LLC for marketing, promotions, and communications services in connection with economic development. The goal of retaining Aplomb is to create engaging, authentic communications that promote the City of Wausau to a local and regional audience. These communications should highlight the social, cultural, and economic institutions that set Wausau apart and create pride in our community.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s) which are attached to and incorporated herein as part of this Contract:

- Management and creative direction of Wausome Facebook page, including campaign strategy, post creation, re-posting of local happenings, and execution, responding to messages, and professional design of supporting social images.
- Re-post positive stories from other locally-produced content as applicable.
- Provide staff access to Wausome Facebook page
- Collect and post (on the Wausome Facebook page) at least two new Wausome stories (Staff to post on website)
- Story on business campus/small business success
- Track and report on metric of campaign in February 2022 meeting.

(Collectively referred to as "Attachments").

Order of Precedence. In the event of a conflict between the terms of this Contract and any of its Attachments, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be: September 7, 2021 through February 1, 2022.

5. ENTIRE AGREEMENT.

This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed: \$5,000.

7. PAYMENT.

- (a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth below. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.
 - a. Starting payment: \$1500 due upon receipt of invoice
 - b. Midpoint payment (Dec): \$1500 due upon receipt of invoice
 - c. Ending payment: \$1500 due upon receipt of invoice
 - d. Any additional costs incurred (such as advertising) within thirty (30) days of expenditure up to \$500
- (b) Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.
- (c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.
- (d) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under this Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Contract.
- (e) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or any other Contract.
- (f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

- (a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- (b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City or in the event of unavoidable delay as set forth in Section 17.
- (c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.
- (d) Contractor shall notify the City in writing when the Contractor has determined that the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, it will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

- (a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.

(b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with ten (10) days written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

(c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's acts, errors, omissions or negligence in the performance of this Contract.

13. INSURANCE.

Contractor shall procure and maintain, during the term of this Contract, insurance coverage in the following amounts and types:

- (a) Professional Liability
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The Umbrella Liability must be primary and non-contributory to any insurance or self-insurance carried by City.
- (f) Additional Provisions.

- (i.) All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iii.) The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (iv.) Waivers of subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability coverages.
- (v.) Any deductible or self-insured retention must be declared to the City.
- (vi.) Prior to execution of the Contract the Contractor shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

14. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (collectively referred to as "Documents") which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract without the prior written permission of the City in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101.

15. CONTRACTOR AUTHORITY.

Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.

This Contract shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract. The authorized agent for this contract is Liz Brodek, Development Director for the City of Wausau.

17. FORCE MAJEURE.

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

19. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. Approval has been provided for subcontracting images to be used with, in, and for the campaign.

20. NO WAIVER.

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.

During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.

This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.

Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.

Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.

Time of performance under this Contract is of the essence.

26. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

CITY: City Clerk cc: City Attorney

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR: Elizabeth Knight

808 S. 12th Street

Wausau, WI 54403

27. CHOICE OF LAW.

This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

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

CONTRACTOR:

(Name of Contracting Entity)

By: _____
(Signature)

(Name and Title of Person Signing)

Date: _____

CITY OF WAUSAU

BY _____
Katie Rosenberg, Mayor

Attest:

Mary A. Goede, Deputy Clerk

Date: _____

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the adoption of vehicle lease pricing from Sourcewell	
Committee Action: Approved 5-0	
Fiscal Impact:	
File Number: 16-0112	Date Introduced: September 14, 2021

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

RESOLUTION

WHEREAS, the City released a Request for Proposals for a Vehicle Lease and Maintenance Program on May 18, 2015, with responses due June 22, 2015; and

WHEREAS, the Common Council approved a Master Operating Lease Agreement with Enterprise FM Trust on January 26, 2016, and on February 19, 2016, the City entered into a Master Equity Lease Agreement with Enterprise FM Trust (a Delaware statutory trust) and an Amendment containing terms at variance with the master agreement; and

WHEREAS, on April 15, 2016, the City entered into the following agreements with Enterprise Fleet Management, Inc. (a Missouri corporation): Maintenance Management and Fleet Rental Agreement, Maintenance Agreement, and separate Amendments to each Agreement, containing terms at variance with their master agreements; and

WHEREAS, the contracts in place have no term; rather, the term for each covered vehicle begins on the delivery date and continues until the last day of the “Term” as defined in each individual vehicle lease, and each vehicle quote currently contains the pricing as described in the original response to the Request for Proposals; and

WHEREAS, Sourcewell (formerly the National Joint Powers Alliance) is a service cooperative, created by the Minnesota state legislature, and explicitly authorized to provide cooperative purchasing services to

eligible members, serving state and local government, education and nonprofit organizations with a cooperative purchasing program that follows competitive contracting law to solicit, evaluate and award cooperative purchasing contracts for goods and services, thus saving entities the time and expense of conducting their own solicitation and evaluation process; participating agencies have access to purchasing contracts through Joint Powers Agreements, in compliance with Wis. Stats. §16.73; and

WHEREAS, the City of Wausau Procurement Policy permits the purchases of goods and services secured through cooperative procurement programs and deems such purchases as having met the requirements of competitive procurement outlined in the policy; and

WHEREAS, the City has been a member of Sourcewell since November, 2012; Sourcewell, in turn, awarded a contract to and entered into Contract #060618-EFM with Enterprise Fleet Management, Inc. for a period from July 18, 2018 to July 24, 2022, with a discretionary option to extend the contract for a fifth year;

WHEREAS, your Finance Committee on June 15, 2021, recommended approving the continuing use of the Enterprise Master Operating Lease Agreement and use of vehicle leases using their quotes, contingent upon review by Mercury Associates, Inc.; and

WHEREAS, on June 28, 2021 the City engaged Mercury Associates, Inc., to perform a comprehensive assessment of the City's fleet management program and review the current lease agreement and price proposal from Enterprise Fleet Management, and following review of Sourcewell's Negotiated Pricing Grid, recommended that while there is still some administrative and management burden to the City using this type of leasing arrangement, Enterprise is a good partner for the City with their fleet management expertise and resources, but that as the current pricing agreement expires, it would be worth considering seeking another cooperative leasing partner or bidding the services out through City procurement channels.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the adoption of vehicle lease pricing through Sourcewell's negotiated and awarded Contract #060618-EFM through July 24, 2022, and an additional year, if extended to Enterprise Fleet Management, Inc. by Sourcewell, and authorizes the appropriate City officials to execute all necessary documents to give effect to this approval.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, June 15, 2021 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Dawn Herbst, Sarah Watson, and Deb Ryan, Michael Martens

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Eric Lindman, Katie Rosenberg, Jamie Polley, Leslie Kremer, Robert Barteck, Greg Seubert

Discussion and possible action regarding the renewal of the Enterprise vehicle lease contract

Mark Hanson gave background on the management of the vehicle fleet and the positive aspects of leasing city vehicles both in financial and maintenance aspects. Hanson recommended renewing the Enterprise vehicle lease contract, which would amount to \$295,553 each year for the next 5 years. To hear the full report please follow this link: https://www.youtube.com/watch?v=R_gC0VJbeq4

Rasmussen questioned whether we should put out an RFP for a maintenance contract to make sure we are receiving the best pricing. Hanson stated that Sourcewell evaluated 5 companies who submitted bids to them and Sourcewell ranked Enterprise #1. Hanson stated in 2016 there was an RFP done. Groat suggested having Mercury review the Sourcewell materials.

Hanson stated the vehicle leasing is done in a year by year basis for each vehicle and there are 6 vehicles that are coming due soon. There is an agreement for each vehicle that is leased because they have their own separate costs.

Motion by Ryan, second by Herbst to approve the continuing of the Enterprise vehicle lease contingent on review by Mercury. Motion carried 5-0

Recommendation for the renewal of the Enterprise vehicle lease contract

Issue:

Over the past 5 years The City of Wausau has had a contract to lease a number of vehicles through Enterprise Fleet Management. This lease program has helped to provide The City with several vehicles for Public Works, Police Dept., Fire Dept. and Water and Sewer Depts. The lease of these vehicles has significantly reduced the workload of DPW mechanic staff, and resulted in significant maintenance cost savings over the past 5 years.

Facts and Considerations:

Before The City leased a portion of the fleet of light duty vehicles, the fleet average age was close to 10 years old. We needed to replace a large portion of those vehicles because the vehicle costs were rising and the capital budget was not increasing in proportion to the demand. The City approved the lease contract for 5 years to allow for most of these vehicles to be replaced within that timeframe.

Currently The City leases 50 vehicles under the Enterprise contract. The proposal for the next 5 years will be to lease a total of 60 vehicles to allow for the increasing demand for more of this type of vehicle which are driven on a daily basis and requiring some minor upfit items such as warning lights, radios, sirens or other related equipment for storage and function.

Overall the DPW shop has seen considerable savings through not having to spend time working on these vehicles, and given the ability to focus more attention on the rest of the fleet. With the current circumstance of not having much success in finding qualified mechanics, it is more critical than ever before to continue to lease these vehicles so we can continue the partnerships we have created with some of the local businesses to help us maintain these vehicles, and others.

Financial Impact:

The current budget for vehicle lease is right around \$236,000. This includes all maintenance and upfitting costs for these vehicles. The proposed budget for the next 5 years is \$295,553 each year. \$28,746 will be used for water and sewer dept. vehicles which can be budgeted out of those depts. This averages out to \$4925 per vehicle per year including all costs involved. The total over 5 years will be \$1,477,765. If the City were to purchase these same units, the cost would be approximately \$1,920,000.

Some money was spent on upfitting of these vehicles over the past 5 years, but these costs have recently been absorbed by Enterprise or the costs added into the lease because of the increased overall savings by turning some vehicles earlier than first anticipated. The original lease terms for pickup trucks were 5 years, but with Enterprises staff keeping up with current market they were able to capture a

higher residual cost for those vehicles while at the same time providing us with newer more cost efficient vehicles.

Enterprise staff also monitored some of the costs we were putting into the vehicles we owned and came up with a comparison chart which reflects the cost savings the City has seen over the past 4 years. With the purchase and maintenance budget that was available in 2016 to 2020, they captured those costs along with the real life expenses that we saw, and found that by leasing, we saved over \$400,000 on the totals over the 4 years. The chart shows an increase in cost for the lease vehicles mostly because of the increased number of leased vehicles.

Overall cost of leasing over the 5 year period would be about \$1,477,765 vs. the cost of purchasing these same vehicles over that time would be about \$1,920,000. The lease cost is a fixed cost that includes all maintenance and upfitting. The purchase cost does not include any maintenance or upfitting. Those costs would be extra and we would have to figure out a way to maintain them in house, or contract with a local vendor, similar to what we do now, only the City would absorb all of the costs involved. Also when an Enterprise vehicle is returned, they take care of the sale of the vehicle and either rollover the captured sale price of the vehicle back into the lease program or return the funds to The City into a revenue account. It has been found to be more effective to rollover the equity into the lease to try to reduce the overall cost of the program. With this strategy, Enterprise has been able to predict a relatively flat budget amount over the next 5 year period making this portion of the fleet much more cost efficient overall.

Recommendation:

I am recommending the renewal of the Enterprise lease contract for a total of \$295,553 each year for next 5 years. This will allow us to lease 60 vehicles over that time and replace with new vehicles at a maximum of 5 years. This will allow us to maximize the value of each vehicle and exercise the strategy of “buy low and sell high” while providing our employees that drive these vehicles with newer, more efficient, maintenance friendly vehicles.

This contract will be renewed using Sourcewell contract #060618-EFM

Lease vs Purchase vehicle costs over 5 years

Average purchase cost of \$30,000 per vehicle, some vehicles are less and some are more. This is a conservative cost estimate based on the diverse fleet profile
This figure comes from the maintenance history of 13 current vehicles owned by The City

Purchase 60 vehicles **\$1,800,000**

owned vehicle maint. **\$26,787**
current owned vehicles **13**

Typical maintenance on the owned vehicles we have (13 LD) averaged 10.4 repairs per vehicle in 2020 calendar year.

Average per vehicle maint cost **\$2,060**

This was if we purchased these 60 vehicles and maintained

Average annual maintenance costs **\$123,600**

This is an average of \$1800 per vehicle upfit costs
This is considering most vehicles would be 8-10 years old before retiring them. This captures an average of 2000 per vehicle

Average upfit costs **\$23,400**

Average residual value from sale **-\$120,000**

Purchase total for 5 years **\$1,827,000**

*This figure was taken from the current Enterprise fleet management site which is used to monitor costs. This is an average of all vehicles divided by the total lease cost

Average lease cost for the entire fleet is \$24,630 per vehicle, this figure is taken directly from the Enterprise website that is currently used.

average cost of \$4925 per vehicle or \$24,625 each

Lease 60 vehicles **\$1,477,765**

Current leased vehicles **50**

Average per vehicle maint cost **300**

Regular maintenance is included in the lease cost, this figure was from some unscheduled repairs or expenses like wear items, tires, or brakes which is not covered under the lease.

Typical maintenance on the leased vehicles (currently 50 vehicles) averaged 3.6 repairs per vehicles in 2020

Average annual maintenance costs **\$15,000**

Upfit cost is now included in the cost of lease. We paid for upfitting but this cost will be absorbed in the lease of the vehicle

Average annual upfit costs **\$24,000**

This is factoring an average of \$2833 per vehicle resale value. The oldest vehicles would be no more than 5 years old so this is a very conservative estimate.

Average residual value from sale **-\$170,000**

Lease total for 5 years **\$1,346,765**

** This is not factoring fuel costs which would be additional since newer vehicles are becoming more fuel efficient

It is also impressive and worth noting that we saved this amount of money while the annual miles almost tripled from 118,000 to 328,000.

Cost savings from lease **\$480,235**

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

7814AC270E88E3
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75ED2BA547448
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. *8-27-18*

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Giersie
(NAME PRINTED OR TYPED)

Executed on Aug 14th 2018

Sourcewell Contract # 060618-EFM

Enterprise Lease:

Issue:

Over the past 5 years The City of Wausau has had an agreement to lease a number of vehicles through Enterprise Fleet Management. This lease program has helped to provide The City with several vehicles for Public Works, Police Dept., Fire Dept. and Water and Sewer Depts. The lease of these vehicles has significantly reduced the workload of DPW mechanic staff, and resulted in significant maintenance cost savings over the past 5 years. This lease was procured through the RFP process in 2016.

Facts and Considerations:

Mercury and Associates were hired to examine the lease agreement the City was using. Their recommendation is as follows:

“ The City of Wausau has competitive lease pricing and program fees through the Sourcewell / Enterprise agreement. While the City always has the option to solicit lease quotes from other competitors via an RFP, it is likely the total lease expense and overall program economics would not change significantly enough to warrant moving forward with an RFP and the associated internal (or external) effort and cost. Based on the review of remarketed leased vehicles, Enterprise is being mindful of depreciation rates, equity position, optimal vehicle replacement timing and taking advantage of current market conditions. As the City of Wausau works through their annual vehicle replacement planning, requesting total cost of ownership models from Enterprise will help ensure lease structure is still well aligned with vehicle utilization and provides insulation from market risk as the wholesale resale market may soften overtime. While there is still some administrative and management burden to the City using this type of leasing arrangement, the City is relying on the fleet management expertise and resources provided by Enterprise to expedite acquisitions and lessen the effort required by the limited City fleet staff. Enterprise appears to be a good partner for the City of Wausau at this time with competitive lease pricing and a strong understanding of the City's fleet needs. Expanding this program to reduce the age of the fleet would be a positive strategy for the City. If/as the current pricing agreement expires, it would be worth considering seeking another cooperative leasing partner or bidding the services out through City procurement channels.”

Recommendation:

I am recommending the renewal of the Enterprise lease agreement as recommended by Mercury and Associates. The City's lease program will be under Sourcewell contract #060618-EFM

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2021 funding to perform engineering conceptual layouts to determine feasibility of a proposed new Fleet Facility Maintenance Shop; review of properties located at 1300 Cleveland Ave, 213-233 Myron St and 400 Myron St.

Committee Action: Approved 4-0

Fiscal Impact: \$15,000

File Number: 20-1109

Date Introduced: August 24, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes	No ☐	
	<i>Included in Budget:</i>	Yes	No ☐	<i>Budget Source: Engineering Professional Services</i>
	<i>One-time Costs:</i>	Yes ☒	No ☐	<i>Amount: \$15,000</i>
	<i>Recurring Costs:</i>	Yes ☐	No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐	No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐	No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐	No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>			

WHEREAS, in 2020 City funding was allocated to perform conceptual layouts and feasibility review of a new fleet maintenance shop; and

WHEREAS, City hired Barrientos Design & Consulting, Inc. to prepare conceptual layout plans of a new facility at the current fleet location:

WHEREAS, the City hired Mercury Associates, Inc. to conduct a Fleet Management study which included an evaluation of operations and an evaluation of the facility concept prepared by Barrientos Design & Consulting; and

WHEREAS, the study suggested several facility design changes that will improve customer service, result in added operational efficiencies and improve the management and control of the parts inventory; and

WHEREAS, the Mercury study also revealed facility expansion limitations of the current site and recommended considering alternate locations; and

WHEREAS, staff recommends updating our existing facility plan to incorporate the proposed facility design changes and to evaluate the feasibility of locating the new fleet facility at other locations including 1300 Cleveland Avenue and 213-233 Myron St; and

WHEREAS, staff recommends using funds budgeted for engineering services to fund the contract changes proposed; and

WHEREAS, your Finance Committee has reviewed and recommends funding the proposed contract changes from

150-236592190 Engineering Professional Services \$15,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials are hereby authorized to contract for additional engineering services for the fleet facility as recommended with funding to come from 150-236592190 Engineering professional services.

Approved:

Katie Rosenberg, Mayor

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: Eric Lindman

Dept: Public Works & Utilities

Date: _____

Reviewed by Finance:

Date: _____

Reviewed by Mayor: _____

Date:

Transfer Explanation and Justification:

Transfer funds to complete engineering services related to layout and feasibility of a new Facility Maintenance Shop. The shop layout will be revised based on the Fleet Study and recommendations provided by Mercury & Assoc. The proposed new layouts and initial designs will be used to better estimate the total cost of the proposed project and provide information to staff for the total space required to have a fully functional facility.

[illegible]

COMMENTS:

Fin. Committee Approval ☐ Denial ☐ Date: _____ Council Approval ☐ Denial ☐ Date: _____

Submit three copies of form to Finance Department - Upon Council Action:

1 - Council File

2 - Department

3 - Finance Department



June 5, 2021

Mr. Eric Lindman
Public Works Director
City of Wausau
400 Myron Street
Wausau WI 54401

**RE: PUBLIC WORKS MYRON ST. REPAIR GARAGE ALTERNATE SITE CONCEPTS
Architectural Services Amendment 3**

Dear Eric,

In following with our original design services Agreement for the expansion of the Myron Street Garage, Barrientos Design & Consulting, Inc. is pleased to present this amendment for architectural planning services. This Amendment 3 will create conceptual site and building plans along with cost estimates for relocating the Repair Garage onto additional parcels of land on Myron Street, and for a stand-alone facility on Cleveland Avenue.

BACKGROUND

Barrientos Design completed a Conceptual Design of the Fleet Repair Garage in June 2020. The layout recommended a phased development of building out a new Repair Garage that over three phases, creates one unified DPW service facility. The Repair Garage component had 10 service bays, one welding bay and various support functions for the technicians. This layout was predicated on the approach that crew and administration functions would be centralized with the rest of the Public Works crews and in adjacent building.

In April 2021, the City of Wausau completed a Fleet Management study recommending a series of operational and facility changes that impact the 2020 design. Operationally, the study recommended a separate Fleet Management Division along with additional staff including, technicians, analysts and parts specialists. Other room layout changes were recommended as well, and these will involve revising the approach taken to date.

This separate Division approach presses for a separate building approach as well so Fleet can conduct their activities per best industry practices and service all City motor pool needs.

Specific building program changes recommended by the study include:

1. Increase maintenance bays from 10 to 12
2. Add a machine shop area

3. Increase shop support areas
4. Add Fleet crew amenities
5. Add Fleet administrative offices
6. Add conference and reception area
7. Add heavy duty and a light duty truck wash bays: one automated and one manual wash

In following with this study, City staff now want to explore two new layout approaches to the Fleet Management facility. These are as follows:

1. At the current site, purchase an additional four parcels along Myron Street and create a fully detached Fleet Maintenance facility. In addition, provide a layout for additional cold storage for DPW. Cold storage buildings would be added for DPW equipment storage within the existing Yard.
2. Develop a new stand-alone Fleet Maintenance facility at Cleveland Avenue on the entire parcel. This site has 6.9 acres with direct access to a main arterial and has compatible zoning/land uses.

SCOPE OF WORK

Barrientos Design will provide architectural planning services for the development of two alternate planning schemes as described above. Specific tasks and deliverables to be performed by Barrientos Design include:

1. Review consultant's Fleet Management study for impact on the building program. Identify facility program changes and assess their impact on the layout and size of the building.
2. Meet with City staff to review the past building program, concept plans and the Fleet study for impact on a revised building program. Gather input on ideas for floor plan changes.
3. Update the room tabulation and program narrative and create a new the basis of design for the Repair Garage.
1. Gather site data on the two sites. Using GIS data, develop a site base map for planning purposes. Document data on parcels, topography, roadways, existing and surrounding buildings, floodplains, zoning and general features.
2. Data on utility lines will be gathered from City GIS staff and incorporated into our base site plans.
3. Taking the updated facility, create new Repair Garage building and site layouts at the two sites. Up to three alternate layout diagrams will be developed for each location.
 - a. At Myron Street, create diagram site layout of the remaining DPW facilities and how additional cold storage buildings can be added. Expansion and renovation of the existing DPW Garage is not included in this scope.

- b. At the Cleveland Avenue site, create a stand-alone Fleet Maintenance facility including the main Repair Garage, related cold storage and Yard facilities.
 - c. Explore the relocation of the Fueling Station and Truck Wash to Cleveland on the impact on staffing, regulatory compliance and fleet access.
 4. Review alternates with City staff and assess their features and benefits. On the plans, documents these features:
 - a. Area for the building footprints and vehicle circulation
 - b. Room sizes and major equipment layout.
 - c. Operational efficiencies: relationships, adjacencies, circulation, clearances, equipment access.
 - d. Site layout circulation, storage.
 - e. Grading, stormwater and flood plain approach
 - f. Utility improvements required
 - g. Roadway access and capacity
 - h. Soils and history of property usages and construction
 - i. Zoning conformance
 - j. Surrounding land use impact
 - k. Economic and community development impact
 5. Select one alternate for each site and advance this to a concept design level.
 6. Create concept planning documents at each location. Documents will include:
 - a. Area site plans, aerials, contour plans
 - b. Floor plans
 - c. Site Plans
 - d. Construction Phasing Plans
 - e. Description of building assembly and construction
 - f. Cost Estimates
 - g. Narrative assessing the features and benefits of each plan approach.
 7. Submit draft Conceptual Design package to the City with the above assessment documented in a report format.
 8. Conduct a final review session with City staff and make any required report edits.
 9. Submit final Conceptual Design package to the City in a report format. Provide pdf's of the document.
 10. Prepare a PowerPoint presentation and conduct a presentation summarizing the Concept Design scope, approach, findings, design alternatives, recommended approach, construction costs and development schedules.

SCHEDULE

Barrientos Design will conduct the above work over an eight-week period.

FEE



Barrientos Design proposes to provide this Amendment 2 for a lump-sum fee of \$24,829. Reimbursables will include travel to the site.

We look forward to advancing this project effort to explore these two viable site options.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

A handwritten signature in black ink that reads 'Norman Barrientos'. The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

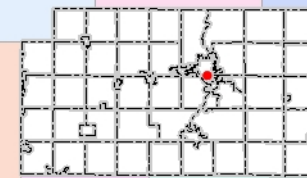
Norman Barrientos, AIA, LEED AP
President



Land Information Mapping System

TAYLOR

LINCOLN



WOOD

PORTAGE

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2ft Contour Labels
- County-wide 2ft Contours (2012)
- Index
- Intermediate
- Lake-Ponds
- DNR Wetland Points
- DNR Wetland Areas
- 2020 Orthos Countywide
- Red: Band_1
- Green: Band_2
- Blue: Band_3



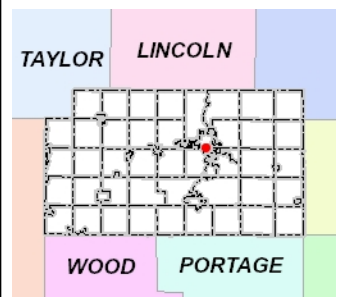
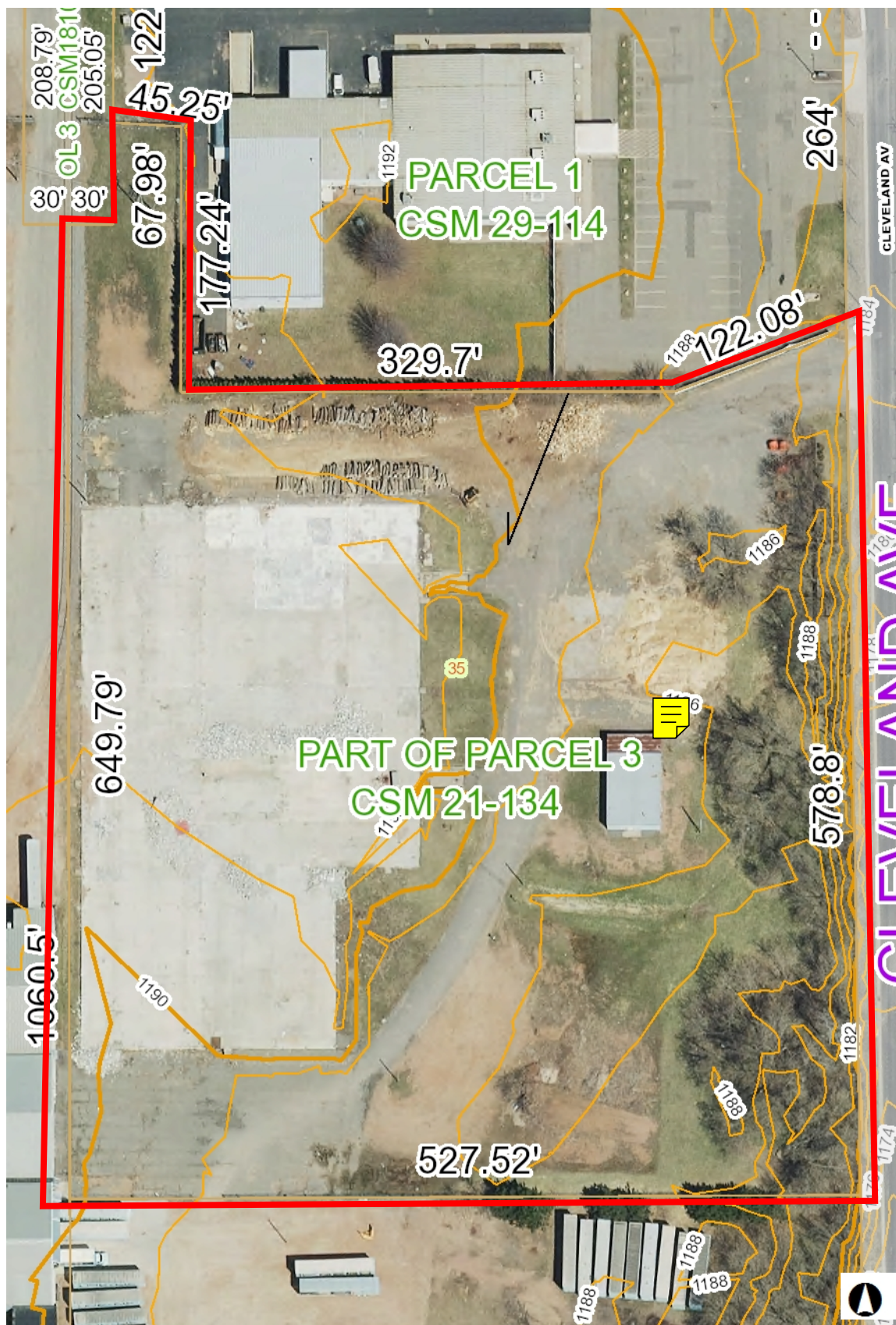
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DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is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

Notes



Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
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- 2ft Contour Labels
- County-wide 2ft Contours (2012)
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Notes

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50.00 0 50.00 Feet

NAD 1983 HARN WISCRS Marathon County Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

RESOLUTION OF HUMAN RESOURCES COMMITTEE

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

Committee Action: Approved 4-1

Fiscal Impact: None

File Number: 20-0310

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, 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 Evers’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 (Evers’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 August 12, 2020 the Common Council ratified 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 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, on January 26, 2021 the Common Council ratified and approved a fourth revision to the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus). This revision updated the Policy to stay up-to-date with developing conditions, including:

- Communicating the expiration of the federal FFCRA benefits (Emergency Paid Sick Leave pay and Emergency Family and Medical Leave Expansion Act)
- Grants new Emergency Paid Sick Leave and Emergency Responder Paid Sick Leave balances to employees starting January 1, 2021 and expiring July 1, 2021 separate from the FFCRA
- Establishes requirement that an employee return to work as soon as possible via health department protocol or lose eligibility for continued use of the benefit(s) mentioned above; and

WHEREAS, on June 14, 2021 your Human Resources Committee reviewed and recommended a revision to the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus). This revision kept the policy up to date with recent CDC and Wisconsin DHS recommendations, and expired some benefits:

- Mask requirements for unvaccinated employees remained unchanged, but vaccinated employees

were now permitted work indoors without wearing a face covering.

- Fully vaccinated employees and employees who have had Covid-19 within the last 3 months were no longer required to quarantine or subject to exclusion from employment upon exposure to Covid-19 unless they become symptomatic.
- Emergency Paid Sick Leave and Emergency Responder Paid Sick Leave benefits expired on July 1, 2021.
- Normal vacation maximum limits returned on July 1, 2021. Any vacation time over the maximum will remain in the employee vacation bank until October 31, 2021 but employees will not accrue additional vacation time until the balance is below the maximum.
- Alternate work schedules have expired.
- Telework assignments remained available to City employees, but departments should ensure that telework arrangements do not result in a reduction of services to external or internal customers. All Departments should have in-person representatives available during normal business hours.
- Business travel restrictions have been removed. Employees are still expected to follow post-travel guidance according to the CDC.
- After July 1, 2021 Covid-related absences are longer be exempt from Perfect Attendance leave impact.

WHEREAS, on August 9, 2021 your Human Resources Committee reviewed and recommended a revision to the City's revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus). This revision removed the requirement that employees follow CDC, DHS or Marathon County recommendations, except when recommended to quarantine or self-isolate. Employees are now strongly recommended to follow the recommendations of the above health authorities, and required to quarantine or self-isolate according the recommendations of health authorities or medical professional.

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:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: August 9, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving Updated Policy for Employees with Symptoms or Exposure of Novel Covid-19 Flu (Coronavirus).

Vanderboom said the changes to the policy are in response to the most current changes from the CDC. The current policy states that employees are required to follow CDC recommendations. The CDC now recommends people to wear masks indoors regardless of vaccination status. The topic was discussed at a recent department directors meeting and three department directors were in favor of revising the policy to recommend that employees follow the CDC recommendations instead of requiring employees to follow the CDC recommendations. The updated policy reflects this change for consideration. Reasons for this change include the hardship of enforcement, burden on management staff, and employee morale for those who were de-masked having to re-mask. Reasons to not change the current language of the policy include deviating from the advice of health authorities, possible legal defense issues by the City, and a higher risk of liability and negligence complaints that come with the new deviation.

Larson questioned a part of the policy requiring quarantine. Vanderboom said that the quarantine requirements would remain the same as the CDC recommends, but all other recommendations would be recommended and not required by employees. Martens asked if the City would be found negligent if someone could trace contracting covid back to being in a City building; Vanderboom said the City would have a weakened defense against negligence complaints. Vanderboom said that any action taken at the meeting would only affect employees, not citizens or elected officials. Herbst said she felt that requiring masks would be step backwards and that it should be up to each individual.

Vanderboom went over the current policy language versus the proposed changes again for clarity. McElhaney said the current policy would require employees to wear masks. The proposed changes would make it a recommendation. Vanderboom said a vote in support of the policy update would result in not requiring masks; a vote against the policy update would keep the policy as is and employees would be required to follow all recommendations.

Motion by Larson to approve the updated Policy for Employees with Symptoms or Exposure of Novel Covid-19 Flu. Second by Wadinski. Herbst wanted to confirm that this would update the policy to recommend employees follow CDC guidelines and not require it. Wadinski said he supports the CDC even though he is for this update. Vanderboom shared some data that she found regarding this update and what other government entities are doing. Motion passed 4–1. *(Martens was the dissenting vote.)*

Human Resource Committee Packet

August 9, 2021

Agenda Item
Discussion and Possible Action Approving the Updated Policy for Employees with Symptoms or Exposure of Novel Covid-19 Flu (Coronavirus)
Background
The CDC, Wisconsin DHS and Marathon County Health Department recently updated their Covid recommendations in response to rising Covid-19 cases. Everyone, including fully vaccinated individuals, are now recommended to wear a mask in public indoor settings when in areas of substantial and high community transmission levels. Marathon County is currently classified at substantial transmission level. The City's current Policy for Employees with Symptoms or Exposure of Novel Covid-19 Flu (Coronavirus) <i>requires</i> employees follow the recommendations of health authorities. In a recent staff meeting, three City Department Directors expressed concerns with <i>requiring</i> the recommended Covid protocols due to: • Morale impact • Lack of ability to enforce • Enforcement impact on resources/staff time Based on the feedback from Department Directors, the revised version of the policy <i>recommends</i> (but does not require) employees follow the recommended Covid prevention protocols. Employees are only <u>required</u> to follow quarantine and isolation protocols as recommended by health authorities. This is a departure from the City's Covid response until now, which has required following CDC recommendations without deviation. There are some issues with not requiring the recommended protocols be followed: • Because we are not requiring the guidance of the health authorities, the City assumes a greater amount of risk and exposes itself to potentially greater liability • Weakened defense to negligence complaints
Fiscal Impact
None
Staff Recommendation
Staff contact: Toni Vanderboom (715-261-6634)

Municipality	Masks Required	Mandatory Covid testing	Mandatory vaccine	Notes
Oshkosh				in discussions
Madison		Yes unless proof of vaccine		Work rule not council action
Beloit	Yes			just starting vaccine discussions
Eau Claire		yes beginning in September		incentivizing vaccines, may limit work travel for unvaccinated
Waukesha				in discussions
Milwaukee	Yes			
Federal	Yes			
VA	Yes			
DOD	Yes			
Pentagon			all troops	
Marathon County	Yes			
Fitchburg	Yes			following Madison & Dane Co., estimate 95% vaccinated
Wauwatosa	Yes			
Village of Menomonie	No		No	
Manitowoc	No		No	
Sheboygan	No			following Sheboygan Co.
Kenosha	No		No	
Village of Brown Deer	No		No	
Appelton	Yes		No	
Baraboo	Yes		Yes?	
Superior	No		No	following Douglas Co.
Milton	Unvaccinated yes		No	
Plymouth	No		No	
Stoughton	County under a mask policy			under Dane Co. order
New Berlin	No		No	
Janesville	Yes		No	
South Milwaukee	Yes (Senior Center and Library)		No	
GreenBay	Unvaccinated yes		No	
Private Employer				
Marshfield Clinic			yes	

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

Effective: March 18, 2020

Revised: August 25, 2021

~~On May 13, 2021 the Centers for Disease Control and Wisconsin Department of Health Services significantly updated their recommendations on preventative measures for individuals who have been fully vaccinated for Covid-19. Data indicates that Covid-19 is trending downward, and the policy has been revised toward getting employees back to work and ensuring regular service to the public.~~

Prevention

~~While numbers are trending downward, there is still work to be done.~~ Employees are ~~required~~ strongly recommended to follow the recommendations of health authorities regarding preventing the spread of Covid-19. Information can be found at the [CDC website](#), [Wisconsin DHS website](#), and on the [Marathon County Health Department Covid website](#). Each employee has a critical role in protecting themselves, their families, their co-workers, and the public.

Employees, regardless of vaccination status, should continue to self-monitor for Covid [symptoms](#). Not everyone who has COVID-19 suffers from all of the symptoms, and some individuals experience mild or moderate symptoms. Employees are in the best position to know how they typically feel and whether the symptoms they are experiencing are due to other factors such as seasonal allergies, loss of sleep, or other reasons. Employees suffering from Covid symptoms should stay home, follow established call-in procedures, and contact their medical provider. Notify your supervisor if you, or someone with who you have been in [close contact](#), are being tested or have tested positive for Covid-19. Your supervisor will contact Human Resources to determine what workplace restrictions will apply.

~~Unvaccinated employees who have close contact with an individual who has tested positive are required to quarantine and follow CDC guidelines to determine when they are able to return to work. Employees are required to follow quarantine and isolation recommendations of health authorities.~~ The City, in conjunction with the Human Resources Department, may continue to [Exclude from Employment](#) an employee who is subject to quarantine or isolation according to the CDC, Wisconsin Department of Health Services, Marathon County Health Department, or a medical professional.

- ~~• Is being tested or has tested positive for Covid-19~~
- ~~• Has been named by the Health Department as a close contact with someone diagnosed with Covid-19 (unless the employee is fully vaccinated or has had Covid-19 within the past 3 months)~~
- Is symptomatic with Covid-19

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~~Face coverings are required in the workplace according to CDC recommendations. Vaccinated employees are able to work without face coverings. Unvaccinated employees continue to need to wear face coverings when inside City of Wausau facilities in public, shared or common areas and when conducting indoor business within 6 feet of another individual for more than 15 minutes.~~

~~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. The Human Resources Department continues to monitor progress of federal legislation governing COVID-19 responses, and will continue to update this policy as needed.~~

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Expiring Safety Measures and Benefits

As we return to normal work, several previous safety measures and benefits have expired or are scheduled to expire shortly:

- Emergency Paid Sick Leave and Emergency Responder Paid Sick Leave benefits ~~are scheduled~~ to expire ed on July 1, 2021.
- Normal vacation maximum limits returned ed on July 1, 2021. Any vacation time over the maximum will remain in the employee vacation bank until October 31, 2021 but employees will not accrue additional vacation time until the balance is below the maximum.
- Alternate work schedules have expired.
- Telework assignments remain available to City employees, but departments should ensure that telework arrangements do not result in a reduction of services to external or internal customers. All Departments should have in-person representatives available during normal business hours.
- Business travel restrictions have been removed. Employees are still expected to follow [post-travel guidance according to the CDC](#).
- After July 1, 2021 Covid-related absences ~~will no~~are longer be exempt from Perfect Attendance leave impact.

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

RESOLUTION OF THE COMMON COUNCIL

Approving Termination of Memorandum of Developer Agreement with Union Station of Wausau II, LLC and 411 Westwood Drive, LLC

Committee Action: Pending

Fiscal Impact: None

File Number: 09-0213

Date Introduced: September 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Union Station of Wausau II, LLC and 411 Westwood Drive, LLC (“Developer”) entered into a Developer Agreement with the City on March 4, 2009, to construct a private road and install public and private utilities to support development within an area adjacent to Westwood Drive; and

WHEREAS, on June 26, 2009, a Memorandum of Developer Agreement, dated May 1, 2009, was recorded in the office of the Marathon County Register of Deeds as Document No. 1545844; and

WHEREAS, Developer is selling a portion of the property included in the Developers Agreement and a request has been submitted to the City to terminate the Memorandum of Developers Agreement; and

WHEREAS, all obligations of the City and of the Developer have been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau does hereby approve terminating the Memorandum of Developer Agreement with Union Station of Wausau II, LLC and 411 Westwood Drive, LLC and directing the proper city officials to execute the Termination of Memorandum of Developer Agreement.

Approved:

Katie Rosenberg, Mayor

Document Number

**TERMINATION OF MEMORANDUM
OF DEVELOPER AGREEMENT**
Title of Document

Recording Area

Name and Return Address
Eaton John Overbey Jackman, LLP
Attn: Scott A. Jackman, Esq.
513 Grant Street
Wausau, WI 54403

291-2907-224-0982, 291-2907-224-0985;
291-2907-224-0984 & 291-2907-224-0983
Parcel Identification Number (PIN)

This instrument was drafted by:
Scott A. Jackman, Esq. - Jackman Law Firm, LLC

**TERMINATION OF
MEMORANDUM OF DEVELOPER AGREEMENT**

THIS TERMINATION OF MEMORANDUM OF DEVELOPER AGREEMENT is made this ____ day of September, 2021, by Union Station of Wausau II, LLC and 411 Westwood Drive, LLC (collectively, "Owner") and the City of Wausau ("City").

RECITALS

WHEREAS, the parties entered into a Developer Agreement dated March 4, 2009 (the "Developer Agreement").

WHEREAS, the parties entered into and caused to be recorded a Memorandum of Developer Agreement dated May 1, 2009 and recorded on June 26, 2009 in the office of the Marathon County Register of Deeds as Document No. 1545844 (the "Memorandum") which encumbered certain real property which included property legally described on the attached Exhibit A (the "Property").

WHEREAS, the parties agree that the terms of the Developer Agreement have been satisfied in full and desire to release the Memorandum.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Owner and the City hereto agree that the rights set forth in the Memorandum are hereby terminated, it being the intention of the Owner and the City to terminate the Memorandum encumbering the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Termination of Memorandum of Developer Agreement has been duly executed as of the day and year first written above.

OWNER:

UNION STATION OF WAUSAU II, LLC

411 WESTWOOD DRIVE, LLC

By: _____
Charles A. Ghidorzi, Manager

By: _____
Charles A. Ghidorzi, Manager

Subscribed and sworn to before me this ____ day of September, 2021, the above named Charles A. Ghidorzi, as Manager of Union Station of Wausau II, LLC, and as Manager of 411 Westwood Drive, LLC, to me known to be the person who execute the foregoing document and acknowledged the same.

_____, Notary Public
Marathon County, Wisconsin
My commission _____.

CITY:
CITY OF WAUSAU

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this ____ day of September, 2021, the above named _____, as _____ of the City of Wausau, to me known to be the person who execute the foregoing document and acknowledged the same.

_____, Notary Public
Marathon County, Wisconsin
My commission _____.

Drafted By:
Scott A. Jackman, Esq.
Eaton John Overby Jackman, LLP
513 Grant St
Wausau, Wisconsin, 54403

EXHIBIT A
Legal Description

Lots One (1), Two (2), Three (3), and Outlot One (1) of Certified Survey Map No. 15403 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on February 19, 2009 in Volume 69 as Document No. 1531820, located in the City of Wausau, Marathon County, Wisconsin.

PINs: 291-2907-224-0982
 291-2907-224-0985
 291-2907-224-0984
 291-2907-224-0983