



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, October 26, 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
21-1001	COUN	Minutes of previous meeting (10/12/21)	Place on file
21-1007	AIR & CISM	Joint Resolution Approving electrical easement with Wisconsin Public Service to provide new electric service to Radtke Park at the Wausau Downtown Airport	Approved 6-0 Approved 5-0
21-1009	AIR & FIN	Joint Resolution Approving the Land Improvement Agreement between the City of Wausau Downtown Airport and Keith Kocourek for Grass Runway 09/27 Upgrades	Approved 6-0 Approved 4-0
21-1008	CISM	Resolution Accepting Easement with Wisconsin Public Service for installing a new pole and burying electrical conductors at 1803 Burek Avenue	Approved 5-0
12-1011	FIN	Resolution Approving Reprogramming of 2020 Community Development Block Grant funds from an Economic Development Activity into a Housing Rehabilitation Activity.	Approved 5-0
17-0512	WWW	Resolution of the Wausau Water Works Commission Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
21-1003		Mayor's Appointments	
04-1006	FIN	Resolution Approving the 2022 Operating Plan for Business Improvement District (BID) No. 1	Approved 4-1
20-1109	FIN	Resolution Authorizing the 2021 budget modification for Station 1 Remodel \$17,120	Approved 4-0
20-0310	HR	Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).	Approved 3-1
21-1009	HR	Resolution Creating and Classifying an Administrative Captain Position within the Police Department	Approved 4-0
21-1010	HR & FIN	Joint Resolution Approving Implementation of retention and recruitment initiatives	Approved 4-0 Approved 5-0
Suspend the Rules - 6(B) Filing (2/3 vote required)			
20-1109	FIN	Resolution Authorizing the 2021 budget modification for MetroRide to fund fuel tank upgrades from reserves	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: 2499 505 9735 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 10/22/21 @ 9:30 AM. 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.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, October 12, 2021, in Council Chambers, beginning at 6:30 p.m.
Mayor Katie Rosenberg presiding.

Roll Call

10/12/2021 6:30:52 PM

Roll Call indicated 10 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	NV
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

Proclamations

Mayor Rosenberg proclaimed **October 15, 2021**, as **White Cane Safety Day** in the City of Wausau, State of Wisconsin, and commended this observance to all citizens, and acknowledged the importance of pedestrian safety year-round.

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

- 1) Bob Reinertson, 1220 Highland Park Blvd, Member of the Board of the Wausau Cemetery Association, regarding the renewal of the lease by the city for snow disposal. He asked they extend the lease on its current provisions without removing the 3% minimum annual rent increase.
- 2) Allan Solomonson, 1016 Nina Ave, President of Wausau Cemetery Association, indicated they have an excellent relationship with the City of Wausau and thanked them for their support. He also requested that the 3% minimum increase remain in the agreement.

Consent Agenda

10/12/2021 6:43:56 PM

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

Mayor Rosenberg indicated she is removing File #01-0906 regarding the cemetery from the Consent Agenda to vote on separately.

21-0901 Minutes of the previous meeting (9/28/21).

12-1106 Resolution of the Capital Improvements 8 Street Maintenance Committee Authorizing Downtown Snow/Ice Removal 2021-2022.

01-0904 Resolution of the Economic Development Committee Approving Citys Waiver of First Right of Refusal to Repurchase property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) from Stettin Investors Group, LLP and termination of dead restriction requiring such waivers for future conveyances.

21-0108 Resolution of the Public Health 8 Safety Committee Approving or Denying Various Licenses as Indicated.

20-1205 Ordinance of the Public Health 8 Safety Committee Amending Section 17.10.030 Third party inspections and reporting systems.

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

01-0906

10/12/2021 6:55:37 PM

Motion by Larson, second by Neal to adopt the Resolution of the Finance Committee Approving First Amendment to Agreement Between the City of Wausau and the Wausau Cemetery Association regarding lease of a snow disposal site.

Sarah Watson stated she was the Finance Committee member that suggested removing the 3% minimum rent increase and only have it based on the CPI. She noted over the last decade the CPI hasn't really gone over 2% and is slated to be approximately 4.8% for 2021. She indicated she thought to remove it because lots of things in our economy are adjusted by COLA and it would have been a savings of \$1,000 - \$2,000 per year. She questioned where the funding comes from for the site.

Maryanne Groat stated it becomes part of our transportation budget. She explained when the Cemetery Association came to the city many years ago, they were in a difficult financial situation. The statutes provide that if there is not the financial resources for a cemetery to function, then it is the job of the city to take over responsibility. It was approximately \$35,000 per year to fortify their budget to meet their operating expenses. The city recommended establishing our annual payment to the cemetery as a snow dump site payment, which was eligible for Transportation Aids. It is used for snow removal for our streets, so it is a valid transportation cost. She noted our transportation aids would go down if we stopped making the same investment in our transportation costs. The city's cost would be much higher if we were performing those duties with the city staff.

Lisa Rasmussen stated there is tremendous value to our road maintenance crews being able to have an east side location to unload snow, versus having to take it further and/or find an alternate site. She commented none of us want to be in the cemetery maintenance business.

Attorney Anne Jacobson clarified the rental increase will be based on CPI so it could change every year, but it will have a minimum of no less than 3%. She stated if the Council approves this resolution it will include the 3% minimum.

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

21-1003 10/12/2021 6:56:17 PM

Motion by Kilian, second by Rasmussen to confirm the Mayor's Appointments of Doug Diny to the Airport Committee and Gizo Ujarmeli to the Business Improvement District (BID) Board.

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

21-1005 10/12/2021 7:03:05 PM

Motion by Neal, second by Kilian to adopt the Resolution of the Economic Development Committee Authorizing Participation in the Metro Wausau Housing Assessment through North Central Wisconsin Regional Planning Commission.

Deb Ryan indicated she supported participation in this program, but also felt the topic of affordable housing should be looked into further by the entire Council through a Committee of the Whole meeting. Tom Kilian agreed it was very important to act on these issues whenever the opportunity arises, and Committee of the Whole discussion is a good suggestion.

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

21-1006 10/12/2021 7:03:32 PM

Motion by Rasmussen, second by Neal to adopt the Resolution of the Economic Development Committee Approving the sale of 906 South Seventh Avenue.

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

21-1004 10/12/2021 7:04:04 PM

Motion by Neal, second by Martens to adopt the Resolution of the Plan Commission Approving Certified Survey Map for 3015 Townline Road.

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

21-1004 10/12/2021 7:04:43 PM

Motion by Herbst, second by Wadinski to adopt the Ordinance of the Plan Commission Rezoning 3015 Townline Road from I, Institutional Zoning District to SR-2, Single Family Residential-2 Zoning District, RH-35, Rural Holding-35 Zoning District and PUD, Planned Unit Development Zoning District.

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

Suspend the Rules 10/12/2021 7:05:12 PM

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

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

01-0725

10/12/2021 7:14:23 PM

Motion by Neal, second by Rasmussen to adopt the Resolution of the Common Council Authorizing the Proper City Official(s) to Divide the City Into 22 Wards, based on the 2020 Census and Resulting Redistricting.

Maryanne Groat explained every 10 years when the Federal government performs a census redistricting occurs, which is basically managed by the County and the State of Wisconsin initially. The schedule is running very late this year because the census was delayed due to Covid. Boundaries are modified due to growth that occurs and the County adopts proposed Supervisory Districts. She indicated we try to have the same Aldermanic Districts as the Supervisory Districts. She noted there were not a lot of changes this time, as opposed to 10 years ago when the city went from twelve districts to eleven. The next step, if this resolution is approved, is to go back to County Board for step three which is their final approval of the Supervisory Districts.

Mary Goede, Deputy Clerk, stated after the County finishes step three an Ordinance will be brought back to Council formally adopted the wards and districts. The city currently has over 50 wards and this reduces it to 22 wards with fairly equal population. She commented this also greatly reduces election paperwork which is typically done by ward.

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

12-0217

10/12/2021 7:15:11 PM

Motion by Rasmussen, second by Wadinski to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee fully Implementing the 2019 Wage Study.

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

12-1012

10/12/2021 7:16:07 PM

Motion by Larson, second by Martens to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing health, dental and supplemental insurance plan design for 2022.

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

12-1012

10/12/2021 7:18:38 PM

Motion by Rasmussen, second by Larson to adopt the Resolution of the Human Resources Committee Authorizing CCIT Inclusion on the City's health, dental, vision and supplemental Insurance plan design for 2022 and 2023.

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

Public Comment or Suggestions:

None

Adjourn

10/12/2021 7:20:08 PM

Motion by Larson, second by Neal to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:20 pm.

Katie Rosenberg, Mayor
Mary Goede, Deputy City Clerk

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

Approving electrical easement with Wisconsin Public Service to provide new electric service to Radtke Park at the Wausau Downtown Airport

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

Fiscal Impact: None

File Number: 21-1007

Date Introduced: October 26, 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, in an effort to provide improved service and reliability, Wisconsin Public Service Corporation desires to provide new electric service to 498 Radtke Street, which is located in Radtke Park; and

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

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

WHEREAS, your Airport Committee, at a meeting on September 15, 2021, and the CISM Committee, at its October 14, 2021, meeting recommend approving the easement with WPS so that underground electric facilities could be installed.

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 easement with Wisconsin Public Service 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, September 15, 2021 @ 6:30 pm., at the Wausau Downtown Airport

Members Present: Lisa Rasmussen (VC), Lou Larson, Jim Wadinski, Doug Diny, Fred Prehn, and Dennis Seitz

Members Excused: Pat Peckham (C) (*Arrived 10 minutes before adjournment*)

Others Present: John Chmiel, Nathan Miller, and Karl Kemper

Discussion and Possible Action Regarding WPS Easement on Airport Property at Radtke Point Park for Electric Service

Karl Kemper, Project Engineer for Becher Hoppe, explained WPS contacted the Assistant City Attorney Nathan Miller and John Chmiel looking to improve the electrical infrastructure around Radtke Park and proposed an easement. He indicated Miller reviewed the easement and added the verbiage that the BOA would want in it, then asked us to review it for any concerns from an airport, engineering or planning standpoint. He stated we identified some standard protocols that WPS should take to comply with FAA planning and engineering procedures and included the text in the easement agreement.

Motion by Prehn, second by Seitz to approve the WPS Easement on Airport property. Motion carried 6-0.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 14, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Dustin Kraege, Tom Kilian, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the September 9, 2021 meeting**
 - B. Action on WPS Easement on Airport Property at Radtke Point Park for electric service**
 - C. Action on WPS Easement on City property at 1803 Burek Avenue for installing a new pole and burying electrical conductors**
-

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

AGENDA ITEM
Action on WPS Easement on Airport property at Radtke Point Park for electric service
BACKGROUND
It's my understanding that WPS is requesting this easement to perform work/improvements on existing electrical infrastructure near Radtke Park. Within the past several years, WPS has taken a stance that they won't construct or improve electrical infrastructure without having an easement to do so. They didn't used to require this. I suspect that WPS has realized that without having an easement, WPS is responsible for costs associated with relocating their facilities if the landowner has a project that requires relocation of WPS facilities. This was likely costing them a lot of money for actions that are out of their control. I've reviewed the proposed easement and provided feedback to the City Attorney's Office containing provisions that should be included in the easement in order to comply with FAA standards. Airport Committee has approved the easement and it has been reviewed by our airport engineer with Becher Hoppe to confirm compliance with FAA/BOA mandates.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Approval of the easement is recommended.
Staff contact: John Chmiel 715-845-3400

Document Number

ELECTRIC 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, 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 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

291-2807-122-0999

Legal Description:

Part of the Parcel described in Deed Documents recorded in Volume D476 on Page 528 and Volume D371, page 318, filed in Marathon County Register of Deeds office; being part of Government Lot 2 of Section 12, 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 with FAA Form 7460 being filed with the FAA. 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 is responsible for its facilities leading up to the meter and Grantee's use of the easement area. Grantor is responsible for any application of power utilized through Grantor's equipment or application of power derived from Grantor's access points to said power.

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. These approved above ground equipment shall not penetrate airport airspace surfaces, result in gathering of people, nor contain critical electrical infrastructure for surrounding communities. 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.

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 Goede, Deputy 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 Mary Goede, Deputy 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

EASEMENT DESCRIPTION

A 12 FOOT WIDE EASEMENT, BEING 6 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, BEING PART OF A PARCEL DESCRIBED IN DEED DOCUMENTS RECORDED IN VOLUME D476 ON PAGE 528 AND VOLUME D371, PAGE 318, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF GOVERNMENT LOT 2 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH $01^{\circ}55'53''$ EAST, COINCIDENT WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, 2631.54 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH $01^{\circ}55'48''$ EAST, COINCIDENT WITH THE EAST LINE OF SAID GOVERNMENT LOT 2, 1279.81 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RADKE STREET AND THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH $88^{\circ}05'37''$ WEST, 17.50 FEET; THENCE NORTH $02^{\circ}24'06''$ EAST, 83.00 FEET; THENCE NORTH $20^{\circ}47'43''$ WEST, 20.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE INTENT OF THIS EASEMENT IS TO HAVE THE SIDE LINES ON BOTH SIDES OF SAID CENTERLINE SHORTENED OR ELONGATED TO SAID WEST RIGHT-OF-WAY LINE OF RADKE STREET AND SAID EAST LINE OF GOVERNMENT LOT 2. SAID EASEMENT CONTAINS 1,446 SQUARE FEET, 0.033 ACRES, MORE OR LESS. SAID EASEMENT IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

UNPLATTED LANDS
DEED DOC. VOL. D476, PG. 528 AND VOL. D371, PG. 318
OWNED BY CITY OF WAUSAU
MUNICIPAL AIRPORT
PIN: 29128071220999

EASEMENT AREA

1,446 SQ. FT.
0.033 ACRES

NORTH 1/4 CORNER
SEC. 12, T28N, R7E

EAST LINE
NORTHWEST 1/4

CENTER 1/4 CORNER
SEC. 12, T28N, R7E

EAST LINE
GOV'T LOT 2

P.O.T.

$N20^{\circ}47'43''W$
20.00'

BUILDING

$N02^{\circ}24'06''E$
83.00'

$N88^{\circ}05'37''W$
17.50'

PROPERTY
LINE

$S01^{\circ}55'53''E$
2631.54'

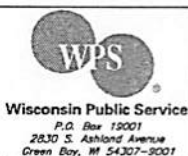
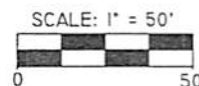
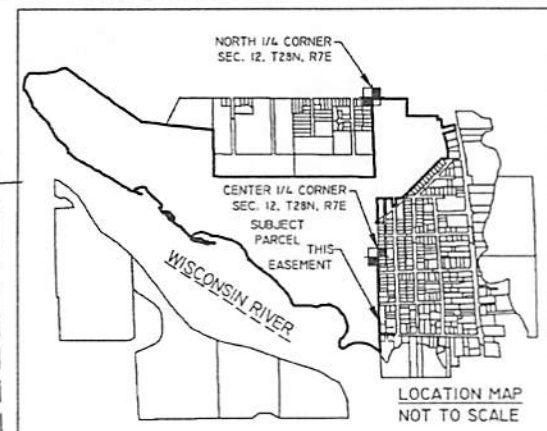
1279.81'

UNPLATTED LANDS
OWNED BY JOHN STOKKA
PIN: 28128071249934

CENTERLINE OF
EASEMENT

LOT 1
CSM #6396
VOL. 24, PG. 14
OWNED BY WAYNE & JOAN
SCHEIDER
PIN: 28128071249913

- NOTE:
1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH $01^{\circ}55'53''$ EAST.
 2. SIDE LINES OF EASEMENT DO NOT EXTEND INTO EXISTING BUILDING.



SEC. 12, T28N, R7E
CITY OF WAUSAU
MARATHON COUNTY

WORK ORDER NO.
3269972

WPS EASEMENT:
EXHIBIT "A"

REAL ESTATE NO.
1058103

DRAFTED BY:
MJS

DATE:
9-14-2021

REVIEWED BY:
JLR



PIN: 29128071220999

3269972 Easement Description

A 12 foot wide easement, being 6 feet on both sides of the following described centerline, being part of a parcel described in Deed Documents recorded in Volume D476 on Page 528 and Volume D371, page 318, filed in the Marathon County Register of Deeds office; being part of Government Lot 2 of Section 12, Township 28 North, Range 7 East, City Of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 12; thence South 01°55'53" East, coincident with the East line of the Northwest 1/4 of said Section 12, 2631.54 feet to the center 1/4 corner of said Section 12; thence South 01°55'48" East, coincident with the East line of said Government Lot 2, 1279.81 feet to a point on the West right-of-way line of Radke Street and the point of beginning of said centerline; thence North 88°05'37" West, 17.50 feet; thence North 02°24'06" East, 83.00 feet; thence North 20°47'43" West, 20.00 feet to the point of termination of said centerline.

The intent of this easement is to have the side lines on both sides of said centerline shortened or elongated to said West right-of-way line of Radke Street and said East line of Government Lot 2.

Said easement contains 1,446 square feet, 0.033 acres, more or less.

Said easement is subject to easements, restrictions, and rights-of-way of record.

Exhibit A

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

**JOINT RESOLUTION OF THE AIRPORT COMMITTEE AND
FINANCE COMMITTEE**

Approving the Land Improvement Agreement between the City of Wausau Downtown Airport and Keith Kocourek for Grass Runway 09/27 Upgrades

Committee Action: Airport: Approved 6-0
 Fin: Approved 4-0

Fiscal Impact:

File Number: 21-1009

Date Introduced: October 26, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau Downtown Airport had a grass runway, known as 09/27, from 1927 until 1993 until ASOS equipment was installed; and

WHEREAS, this ASOS equipment has since been moved to a new location and the Downtown Airport desires to re-activate grass runway 09/27; and

WHEREAS, a grass runway would be an added attraction to the Downtown Airport that would set it apart from other small airports; and

WHEREAS, Keith Kocourek offered to pay for and install the in-ground irrigation system and all other necessities such as testing, permitting, seeding, fertilizing, and top soil to achieve this goal; and

WHEREAS, once this project is complete, it would be owned and maintained, including paying for the water, by the City of Wausau; and

WHEREAS, your Airport Committee, at its meeting on September 15, 2021, and the Finance Committee, at its September 28, 2021, meeting recommend approving the Land Improvement

Agreement with Keith Kocourek and the City of Wausau, which is attached to this Resolution as Exhibit 1, so that in-ground irrigation system can be installed and the grass runway can be utilized.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Land Improvement Agreement with Keith Kocourek, substantially in the form of that which is attached hereto, and authorizes and directs the proper City officials to execute the Land Improvement Agreement.

Approved:

Katie Rosenberg, Mayor

SPECIAL AIRPORT COMMITTEE

Date and Time: Wednesday, September 15, 2021 @ 6:30 pm., at the Wausau Downtown Airport

Members Present: Lisa Rasmussen (VC), Lou Larson, Jim Wadinski, Doug Diny, Fred Prehn, and Dennis Seitz

Members Excused: Pat Peckham (C) (*Arrived 10 minutes before adjournment*)

Others Present: John Chmiel, Nathan Miller, and Karl Kemper

Discussion and Possible Action Regarding Agreement Between Wausau Downtown Airport and Keith Kocourek for Grass Runway 09/27 Upgrades – Chmiel

John Chmiel commented a grass runway would be an attraction for the airport that he has wanted for a long time. He stated they have had difficulty getting grass to grow in this particular area, so Keith Kocourek has generously offered to pay for the installation of an irrigation system that would allow for a 2,000 x 150 foot grass runway. He will also pay for the sod/grass and fertilizer to get the runway started.

Chmiel indicated the only responsibility of the city would have going forward would be for the water utility to keep the grass green. He stated Kocourek has put together a plan which he proposed to us. So that there would be no misunderstanding, Chmiel explained to him that it would be considered a donation to the City of Wausau. The entire system would be owned and maintained by the city. Chmiel and Kemper had discussions with the FFA and the Bureau of Aeronautics about having an agreement with Mr. Kocourek. The Assistant City Attorney, Nathan Miller, has put together a written agreement which has been forwarded to Kocourek.

Chmiel stated this was an official runway at one time, but has not been included in the Master Plan for a long time. He noted this is not something we have to do urgently, we'd like to work on getting the area up to runway standards. Karl Kemper, Becher Hoppe, stated the airport should not put any cones out until the runway is published in FAA publications. The Bureau will provide the markers once it is official, however, we can land and take off on it now.

Motion by Larson, second by Seitz to approve the agreement for Grass runway 09/27 Upgrades. Motion carried 6-0.

FINANCE COMMITTEE

Date and Time: Tuesday, September 28, 2021 @ 5:15 pm., Council Chambers

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

Members Excused: Deb Ryan

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Matt Barnes, Mary Goede, Patti Kaiser

Discussion and possible action on Land Improvement Agreement between the City of Wausau Downtown Airport and Keith Kocourek for Grass Runway 09/27 Upgrades

Rasmussen explained there was a need at the airport a number of years ago to upgrade the unofficial grass runway, but there was a weather monitoring system in the path. This system has now been removed and a hangar owner, Keith Kocourek, has offered to make the investment in the cost of establishing seeding and installing the irrigation for an official grass runway. This would make the airport very attached to tailwheel aircraft. The city's responsibility going forward is to water it and for some ongoing maintenance, however, the Airport Manager indicated they are already mowing the area.

Motion by Herbst, second by Martens to approve the Land Improvement Agreement. Motion carried 4-0.

LAND IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the City of Wausau, hereinafter called City and
_____ hereinafter called Applicant.

WITNESSETH:

WHEREAS, it is the intention of the Applicant to improve a certain parcel of land located within the City of Wausau Downtown Airport, and more specifically, to install an in-ground sprinkler system to be used to water the grass runway as depicted in the attached Exhibit "A" ("Project") and,

WHEREAS, the City is willing to approve the Project provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable City ordinances, state, and federal law. The Project shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Applicant will construct, or caused to be constructed at applicants sole expense, all improvements located on and within the Downtown Airport related to the watering of the grass runway including but not limited to, in-ground sprinkler hardware, water line, and pumps, all required tests, design work, equipment materials, and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City.
2. All of the improvements shall be completed within 12 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Applicant shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.
3. In addition to the extension for the reasons referenced in the foregoing paragraph, Applicant may submit a written request for a discretionary extension of the time for completion of the improvements to the City. The City may grant or reject such extension, in whole or in part or with conditions, in its discretion. If an extension of time is granted, it shall in no way affect the validity of this agreement or release the Applicant of its duties, obligations, and responsibilities.
4. In the event that Applicant fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Applicant. If City pursues completion of the improvement work, it may require Applicant to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

5. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Applicant has provided the City with written notice of Applicant's intent to abandon or otherwise not complete the improvements.
6. Applicant shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability arising out of or incident to Applicant's performance of this Agreement, including without limitation all consequential damages and reasonable attorneys' fees, whether or not resulting from the negligence of Applicant or Applicant's agents. This shall not extend to any claim arising out of the sole negligence of the City.
7. It is further expressly agreed that the Applicant will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Applicant shall notify the Airport Manager at least 7 days prior to conducting any work on the improvements in order for the Airport Manager to notify appropriate stakeholders.
8. All personnel performing work on behalf of the Applicant shall receive a safety briefing from the Airport Manager prior to entering the airfield. All personnel shall comply with the protocols described by the Airport Manager during the safety briefing.
9. Upon completion, said improvements made by the Applicant will be the sole property of the City.
10. Currently, the Project does not affect any planned future airport improvements. However, if future airport development requires any part of the completed project to be removed or altered in any way, that will be at the discretion of the City.
11. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.
12. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.
13. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.
14. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

City at:

City Hall
407 Grant Street
Wausau, WI 54403

Applicant at:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

APPLICANT

CITY OF WAUSAU

Signature

Mayor Katie Rosenberg

Print Name

Deputy City Clerk Mary Goede



Google Earth

© 2021 Google

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

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

Accepting Easement with Wisconsin Public Service for installing a new pole and burying electrical conductors at 1803 Burek Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-1008

Date Introduced: October 26, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Water Utility</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, Wisconsin Public Service has requested an easement at 1803 Burek Avenue to install a new pole and underground electrical conductors as part of their project for replacement of overhead high voltage lines in the area; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on October 14, 2021 to review the proposed easement and recommends approval; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 14, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Dustin Kraege, Tom Kilian, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the September 9, 2021 meeting**
 - B. Action on WPS Easement on Airport Property at Radtke Point Park for electric service**
 - C. Action on WPS Easement on City property at 1803 Burek Avenue for installing a new pole and burying electrical conductors**
-

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

Agenda Item No.
2C

STAFF REPORT TO CISM COMMITTEE – October 14, 2021

AGENDA ITEM
Action on WPS Easement on City property at 1803 Burek Avenue for installing a new pole and burying electrical conductors
BACKGROUND
WPS is requesting an easement to install a new pole and underground electrical conductors at 1803 Burek Ave. This is part of their project for replacement of overhead high voltage lines in the area.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the easement. This area will be used as a driveway with landscaping and no structure will be built in this area in the future.
Staff contact: Eric Lindman 715-261-6745

VILLAGE OF
MAINE

BUREK AV

1803

7

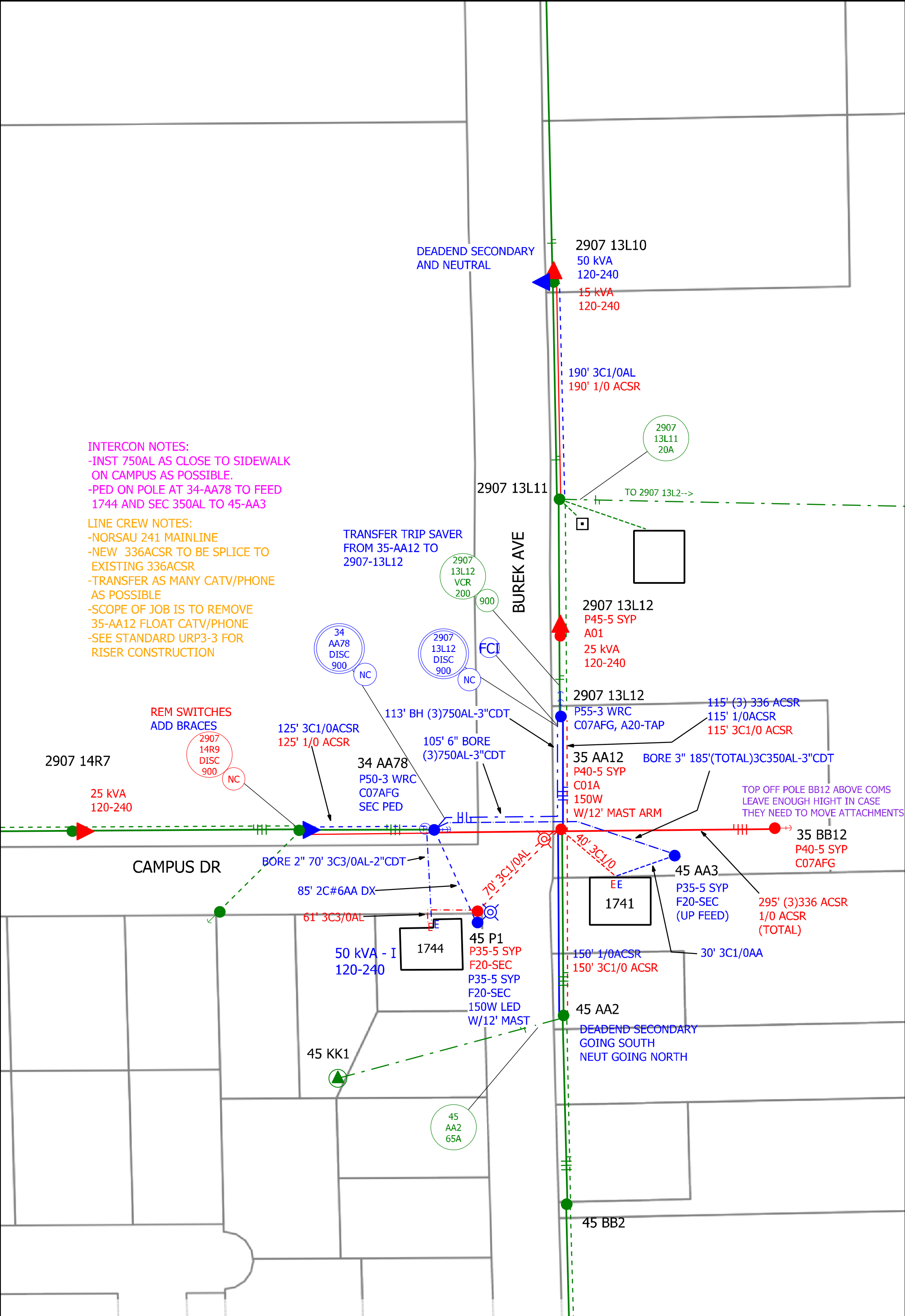
E CAMPUS DR

1741

1744

1737





INTERCON NOTES:
-INST 750AL AS CLOSE TO SIDEWALK
ON CAMPUS AS POSSIBLE.
-PED ON POLE AT 34-AA78 TO FEED
1744 AND SEC 350AL TO 45-AA3

LINE CREW NOTES:
-NORSAU 241 MAINLINE
-NEW 336ACSR TO BE SPLICE TO
EXISTING 336ACSR
-TRANSFER AS MANY CATV/PHONE
AS POSSIBLE
-SCOPE OF JOB IS TO REMOVE
35-AA12 FLOAT CATV/PHONE
-SEE STANDARD URP3-3 FOR
RISER CONSTRUCTION

REM SWITCHES
ADD BRACES

2907
14R9
DISC
900
NC

125' 3C1/0ACSR
125' 1/0 ACSR

34 AA78
P50-3 WRC
C07AFG
SEC PED

113' BH (3)750AL-3"CDT

105' 6" BORE
(3)750AL-3"CDT

2907 13L12
P55-3 WRC
C07AFG, A20-TAP

115' (3) 336 ACSR
115' 1/0ACSR
115' 3C1/0 ACSR

BORE 3" 185'(TOTAL)3C350AL-3"CDT

35 AA12
P40-5 SYP
C01A
150W
W/12' MAST ARM

TOP OFF POLE BB12 ABOVE COMS
LEAVE ENOUGH HIGHT IN CASE
THEY NEED TO MOVE ATTACHMENTS

35 BB12
P40-5 SYP
C07AFG

45 AA3
P35-5 SYP
F20-SEC
(UP FEED)

295' (3)336 ACSR
1/0 ACSR
(TOTAL)

EE
1741

150' 1/0ACSR
150' 3C1/0 ACSR

30' 3C1/0AA

45 AA2
DEADEND SECONDARY
GOING SOUTH
NEUT GOING NORTH

45 KK1

45
AA2
65A

45 BB2

 	WORK REQUEST NAME:	CITY OF WAUSAU	DESIGNED BY:	KONIETZKI,KOREY R	OP DISTRICT:	61
	DESIGN DESCRIPTION:	INST1-50'CL3,1-55'CL3,2-35'CL5,REM1-35'CL5,1-150WLEDCH,2 50KVA OH,265'1/0ACSR,345'336ACSR,85'2C#6,315'3C1/0A,185'3C350,3 39'3"CDT,70'3C3/0-2"CDT.2-40'CL5,1-45'CL 5,1-150WCH,1-15KVA OH,2-25KVA OH,1204' 1/0ACSR,885' 336ACSR,335 3C1/0.	DESIGNER PH#:	715-848-7315	COUNTY:	MARATHON
			DESIGN DATE:	9/21/2021	TAX DISTRICT:	WAU-WAUSAU-C
			SCALE:	1:76	ACCOUNTING:	2250066100
			SHEET:	Sheet 1 of 1	REVISION #:	1
	BLUE - INSTALL	GREEN - EXISTING	RED - REMOVE		WORK REQUEST #:	3276341

ELECTRIC UNDERGROUND EASEMENT

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

Part of Certified Survey Map No. 350, Recorded in the Marathon County Register of Deeds Volume 2 of Certified Survey Maps on Page 100, being part of the Southwest Quarter of the Southwest Quarter (SW 1/4-SW 1/4) of Section 13, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
29129071330997

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

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

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

City of Wausau, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

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

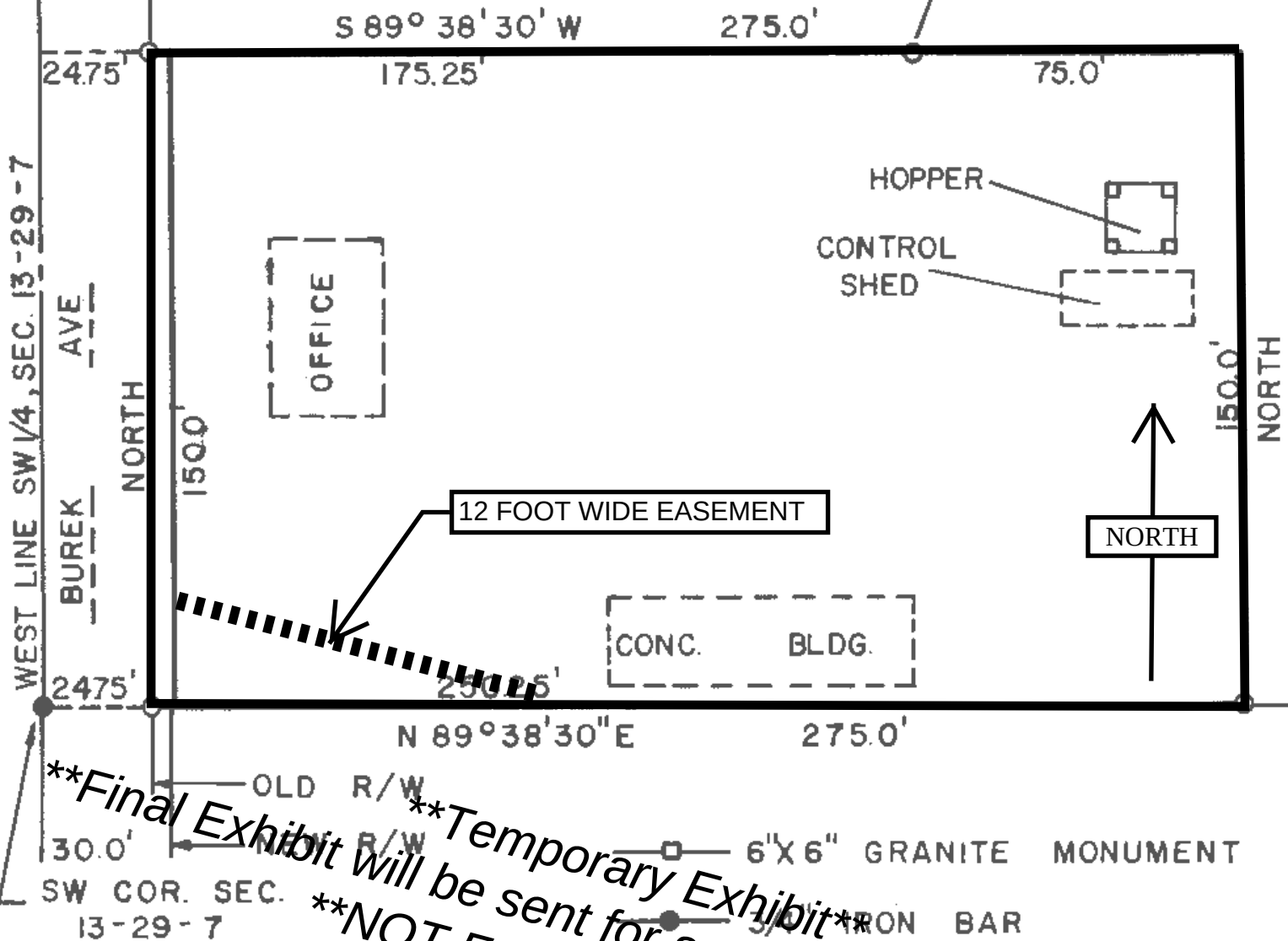
City of Wausau, a Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Katherine Troudt
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
October 6, 2021	Marathon	City of Wausau	1803 Burek Ave	29129071330997
Real Estate No.	WPSC District	WR#	WR Type	I/O
1059505	Wausau-61	3276341	ERU	22500661EC

TEMPORARY EXHIBIT "A"NOT TO SCALE
FOR REFERENCE ONLYRAVEL
SET C
0' WEST

NOT FOR RECORDING

I, Edwin R. Abendroth, Registered land surveyor,
That I have surveyed, divided and mapped the
South 150.0 feet of the Southwest 1/4 of the South
Township 29 North, Range 7 East, City of Wausau
That I have made such survey, land division
Eugene Splitt.

That such plat is a correct representation
of the land surveyed and the subdivision thereof

That I have fully complied with the provisions of
Wisconsin Statutes and the subdivision regulations
surveying, dividing, and mapping the same.

Dated this 10th day of August, 1971.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Reprogramming of 2020 Community Development Block Grant funds from an Economic Development Activity into a Housing Rehabilitation Activity.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-1011

Date Introduced: October 26, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS the Community Development Block Grant (CDBG) funds that the City of Wausau receives on an annual basis is monitored and needs to be expended in a timely manner to meet CDBG Federal Regulations through the Department of Housing and Urban Development; and

WHEREAS, \$70,000 was allocated to an Economic Development Loan Activity in the 2020 program year of which those funds have yet been able to be committed to an approved business loan; and

WHEREAS, the Economic Development Loan fund maintains a revolving loan fund of which these funds should be utilized before additional funds are allocated to that program. This revolving loan fund has grown over the years as to which new funds are not currently needed;

WHEREAS it is necessary to reprogram the \$70,000 from the Economic Development Activity into the City's Housing Rehabilitation Activity in order to expend those funds in a timely manner according to the federal guidelines, and

WHEREAS the Citizen's Advisory Committee for Community Development held a public hearing on September 27, 2021 to receive public comments on said reprogramming and recommends to the Finance Committee that said funds be reprogrammed; and now therefore

BE IT RESOLVED, the Common Council of the City of Wausau hereby approves the reprogramming of \$70,000 from the Economic Development Loan activity to the Housing Rehabilitation Loan activity to assist with additional homeowner rehabilitation loans through the City of Wausau, and

BE IT FURTHER RESOLVED, that the proper city officials and staff are hereby authorized and directed to execute any and or all documents or agreements which are necessary to accomplish the reprogramming of funds.

Approved:

Katie Rosenberg

FINANCE COMMITTEE

Date and Time: Tuesday, October 12, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Emily Ley, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Matt Barnes, Tammy Stratz, Anne Keenan, Toni Vanderboom, Mary Goede, Michelle Van Krey

Discussion and possible approval of reprogramming Community Development Block Grant funds from an Economic Development Activity to a Housing Rehabilitation Activity

Lisa Rasmussen explained this item is about the spend-down period for Block Grant funds, based on the fact that development has been slow with the pandemic. The plan is to reclassify to a more active fund.

Tammy Stratz, Community Development, stated we have several years before we have to draw it down, but we have to draw down our Program Income first. Because we have not had the ability to do any loans the last few years, but loans are being repaid, there is quite a bit of Program Income that needs to be used.

Deb Ryan questioned if the Rehab funds can be used in the future for people who want to replace the lead laterals and plumbing upgrades. Stratz confirmed that they had the guidelines changed so that anyone that is doing their lead lateral and if also they need the sewer taken care of can be helped if they income qualify.

Motion by Watson, second by Ryan to approve reprogramming CDBG funds. Motion carried 5-0.



Planning, Community and Economic Development

MEMO

TO: Finance Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: September 28, 2021

RE: Reprogramming of Community Development Block Grant funds

As you know, the City of Wausau receives Community Development Block Grant (CDBG) funds from the Federal Housing and Urban Development. These funds need to be committed and expended in a timely manner so not to jeopardize future funding opportunity.

The Citizens Advisory Committee held a public hearing on Monday, September 27, 2021 to recommend the reallocation of \$70,000 from the 2020 Economic Development program fund into the Housing Rehabilitation Loan fund. With the Covid pandemic, MCDEVCO (the not-for profit organization that operates this Economic Development loan funds on behalf of the City of Wausau) has been concentrating on assisting businesses who were negatively affected by the pandemic. There has not been many requests for startup businesses nor expansions. Currently there was only one loan within the last three years. In addition, MCDEVCO manages the revolving loan funds for when loans are repaid. That fund have grown over the last couple of years that they currently do not need the additional new funds. Therefore, we need to direct these funds to a more effective activity.

If you have any questions regarding this request, please call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us. Thank you for your input and your continued support of the CDBG program.

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

RESOLUTION OF WAUSAU WATER WORKS COMMISSION

Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 17-0512

Date Introduced: October 26, 2021

RESOLUTION

WHEREAS, the City of Wausau (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4930-10 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$320,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Approved:

Katie Rosenberg, Mayor



Minutes of September 7, 2021

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, September 7th, 2021. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on September 2nd, 2021.

Members Present: President Rosenberg, Commissioners Robinson, Herbst, Gehin, Force.
Others Present: Eric Lindman, Scott Boers, Valerie Swanborg, Dave Erickson, Toni Vanderboom, Ryan Dwelly, Stephen Opatik/ Becher- Hoppe.

Discussion and Possible Action Approving a Resolution Authorizing the Execution of the WDNR Principal Forgiven Financial Assistance Agreement for LSL Replacement.

Lindman went over the resolution and review the revised amount based on what was being utilized from our previous request to the DNR of \$450,000 and reducing to \$320,000.

Motion to approve the amount of reduction to \$320,000 by Force, Seconded by Robinson. Motion passes unanimously, motion carried 5-0.

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 07/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

\$320,000 With \$320,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of September 22, 2021

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 37291
Safe Drinking Water Loan Program Project No. 4930-10

TABLE OF CONTENTS

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.01.	Definitions	2
Section 1.02.	Rules of Interpretation	3

ARTICLE II REPRESENTATIONS

Section 2.01.	Representations of the SDWLP	4
Section 2.02.	Representations of the Municipality	4

ARTICLE III FINANCIAL ASSISTANCE PROVISIONS

Section 3.01.	Financial Assistance Clause	7
Section 3.02.	Disbursement of Financial Assistance	7
Section 3.03.	Remedies	7
Section 3.04.	FAA Effective Date and FAA Term	8

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01.	Construction of the Project	9
Section 4.02.	Completion of the Project	9
Section 4.03.	No Warranty Regarding Condition, Suitability, or Cost of Project	9

ARTICLE V COVENANTS

Section 5.01.	Application of Financial Assistance	10
Section 5.02.	Operation and Maintenance	10
Section 5.03.	Compliance with Law	10
Section 5.04.	Public Ownership	10
Section 5.05.	Establishment of Project Accounts	10
Section 5.06.	Records	10
Section 5.07.	Project Areas	10
Section 5.08.	Notice of Impaired System	11
Section 5.09.	Hold Harmless	11
Section 5.10.	Nondiscrimination Covenant	11
Section 5.11.	Employees	11
Section 5.12.	Reimbursement	11
Section 5.13.	Rebates	11
Section 5.14.	Maintenance of Legal Existence	11
Section 5.15.	American Iron and Steel	12
Section 5.16.	Wage Rate Requirements	12

ARTICLE VI MISCELLANEOUS

Section 6.01.	Notices	13
Section 6.02.	Binding Effect	13

Section 6.03.	Severability	13
Section 6.04.	Execution in Counterparts	13
Section 6.05.	Applicable Law	13
Section 6.06.	Further Assurances	13
Section 6.07.	Termination	13
Section 6.08.	Rescission	14

EXHIBIT A	PROJECT BUDGET SHEET	
EXHIBIT B	CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES	
EXHIBIT C	PROJECT MANAGER SUMMARY	

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated September 22, 2021, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated September 24, 2020, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Wausau, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4930-10 by DNR, described in the Project Manager Summary (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats., as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2021, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$320,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit C. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have

been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$320,000 with Principal Forgiveness of \$320,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than December 31, 2021.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the location of the removal of Lead Service Lines, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit B of this FAA, when applicable.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit C).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (c) City of Wausau
407 Grant Street
Wausau, WI 54403

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Katie Rosenberg
Mayor

Attest: _____
Mary Goede
Deputy City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF WAUSAU
SDWLP Project No. 4930-10

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	320,000	0	320,000
Contingency	0	0	0
Miscellaneous Costs	0	0	0
TOTAL	\$320,000	\$0	\$320,000

EXHIBIT B

**ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Wausau	Project Number: 4930-10	Loan/Grant Amount: \$320,000
Project Description: Private Lead Service Line Replacements		
Did the municipality satisfy the DBE requirements? ☒ Yes ☐ No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT C

PROJECT MANAGER SUMMARY

CITY OF WAUSAU

SDWLP Project No. 4930-10

1. Project Description: The City of Wausau was a participant in the 2017-18 Private LSL Replacement Program. A Request for Qualifications (RFQ) was issued in 2017 to develop a list of prequalified plumbers. This list has been modified since that time. Eligible homeowners contract with a plumber from the prequalified list. If the replacement is done in conjunction with a watermain replacement project, the cost is covered by the City up to a cap of \$3,000. If the replacement is done as a spot replacement, the cost is covered up to a cap of \$5,000. The difference in the cap amounts is due to the spot replacements needing additional site restoration. Funding under this FAA is expected to cover an estimated 71 LSL replacements.

Eligible replacements consist of the replacement of the Lead Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line if possible, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
 - Premise plumbing, which includes anything downstream of the normal connection point inside the home;
 - The curb stop, or any other components of the utility side of the service line;
 - Costs for engineering or administration unless the recipient's population is 3,300 or less.
3. DBE Good Faith Effort: A search was made of the DOT UCP Directory for qualified Disadvantaged Business Enterprise (DBE) firms during the original RFQ process. None were found within over 100 miles of the City of Wausau. Documentation of this search was submitted for the project file. In addition, contractors on the prequalified list are required to solicit for DBEs if they do any subcontracting.
 4. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:
 - The property is owned in the name of a business;
 - The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
 - The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: An Environmental Assessment of the project area was conducted and resulted in a Categorical Exclusion with requirements and recommendations. Erosion and runoff prevention measures must be implemented for project areas within 300' of waterways/wetlands during construction to avoid take of the Black Redhorse and Vasey's Pondweed. Recommended invasive species guidance was also provided. In addition, an archaeological/historical review was conducted. Clearance was given as no issues were found.
6. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, December 31, 2021. This is the submittal deadline for disbursements that will be made on January 12, 2022. We strongly encourage all recipients to submit their final Request for Disbursement by Friday, December 10, 2021 in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after December 31, 2021. If a Request for Disbursement for costs incurred during 2021 is not submitted by the deadline, those costs could be requested under a new award if one is made for the following year.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2022 Operating Plan for Business Improvement District (BID) No. 1

Committee Action: Approved 4-1

Fiscal Impact: \$0 The Bid plan allows businesses within the district to establish assessments to fund activities that develop, manage, and promote the district

File Number: 04-1006

Date Introduced: October 26, 2021

WHEREAS, the Business Improvement District Board met in September 2021 and approved the 2022 operating plan which provides for special assessments of \$74,160 to fund Main Street activities; and

WHEREAS, state statutes require approval by the local legislative body; now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the 2022 operating plan for Business Improvement District No 1 is hereby adopted; and

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to meet the city's obligation under the plan including, but not limited do the levy of special assessments.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 12, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Emily Ley, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Matt Barnes, Tammy Stratz, Anne Keenan, Toni Vanderboom, Mary Goede, Michelle Van Krey

Discussion and possible action regarding 2022 Business Improvement District Plan

Groat explained Business District was created by statute about 10 years ago. The businesses located within the geographic boundaries had to conduct an independent election to create the district. It is a mechanism for them to tax themselves for the betterment of the area through a special assessment. The assessment method has a minimum and a maximum tax. They adopt a budget each year and tax the properties that fall within the boundaries for River District efforts, mainly salaries of the administrative staff. The city collects it through taxes and remit the funds to the BID.

Deb Ryan stated she had heard from some of the businesses on the west side that they did not feel they were getting their money's worth. She indicated she wanted to table this item and take surveys of the businesses as to their satisfaction with it. She did not think the city should be doing the bookkeeping for them. Rasmussen stated the management of the BID is between the BID Board and those businesses. The Finance Committee does not have the authority to dissolve the BID or modify who is in or out of it.

Ryan felt the BID Board should make a plan to do their own accounting on January 1st. Groat explained by state statutes a BID is created and the city does the accounting to levy, collect and remit the tax, which is the sole methodology. She noted there is west side business representation on the Board and there isn't any dramatic changes to the plan from previous years. The motion to table died for lack of a second.

Groat indicated they could discuss the city doing accounting for non-profits at a future meeting because that is a totally different topic.

Motion by Watson, second by Martens to approve the 2022 BID Plan. Motion carried 4-1. (*Ryan was the dissenting vote.*)

**OPERATING PLAN
FOR
CALENDAR YEAR 2022
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF
WAUSAU, WISCONSIN**

**OPERATING PLAN FOR CALENDAR YEAR 2019
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN**

TABLE OF CONTENTS

I. INTRODUCTION	1
II. DISTRICT BOUNDARIES.....	1
III. OPERATING PLAN	1
A. Plan Objectives	1
B. Proposed Activities	2
C. Expenditures and Financing Method	4
D. Organization of the District Board.....	5
IV. METHOD OF ASSESSMENT	6
A. Annual Assessment Rate and Method	6
B. Excluded and Exempt Property	7
V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY	8
City Role in District Operation	8
VII. FUTURE YEAR OPERATING PLANS.....	8
A. Changes.....	8
B. Admendment, Severability and Expansion	8
C. Automatic Termination Unless Affirmatively Extended.....	8
VIII. GENERAL.....	9
IX. APPENDICES	
A. District Boundary Map	
B. 2022 Budget	

**OPERATING PLAN FOR CALENDAR YEAR 2019
BUSINESS IMPROVEMENT DISTRICT NO. 1
OF THE CITY OF WAUSAU, WISCONSIN**

I. INTRODUCTION

Under Wisconsin Statute section 66.1109, (the “BID Law”) cities are authorized to create Business Improvement Districts (“BIDs”) upon the petition of at least one owner of property used for commercial purposes within the District. The purpose of the BID Law is “. . .to allow businesses within those districts to develop, to manage and promote the districts and to establish an assessment method to fund these activities.” 1983 Wis. Act 184, Section 1, legislative declaration.

BID assessments are similar to traditional special assessments wherein property owners are assessed for improvements or services that benefit them. Unlike the traditional special assessments, however, BID assessments can be used to finance a wider range of activities, services and improvements such as The River District activities, special events, business retention, expansion and recruitment, promotions and marketing, and seasonal street decorations.

Pursuant to BID Law, an operating plan (“Operating Plan”) must be presented to all property owners of the proposed City of Wausau, Wisconsin Business Improvement District No. 1 (the “District”). The Operating Plan must show the services to be offered by the District, expenditures by the District, the special assessment method applicable to properties within the District for the second year of the BID, and other requirements of the BID Law.

II. DISTRICT BOUNDARIES

The Business Improvement District area shown in the map located in Appendix A, which is attached hereto and incorporated herein by this reference. This entire area represents the heart of Wausau’s central business district. The area also encompasses the area designated as the River District Wausau.

III. OPERATING PLAN

A. Plan Objectives

The objective of the Wausau River District, Inc. is to further promote the development, redevelopment, operation and promotion of the River District for the physical and economic benefit of all business and property owners within the BID as well as the entire Wausau community through the partial financing of the operating budget of Wausau River District, Inc. This is to occur in conjunction with the continued funding of these efforts by the City of Wausau.

Wausau River District, Inc. was accepted into the Wisconsin Main Street Program in 2002. Each year the program is provided three architectural drawings, available to any business or commercial property owner in the River District, by the Wisconsin Main Street Program. The Program also provides a maximum of two on-site business assistance visits and a one-day technical assistance visit, available to any business or commercial property owner in the River District. In addition, Wausau River District, Inc. holds regular committee meetings and listening sessions.

In conjunction with Wausau Events, Inc., the Main Street Program assists the organization of many beneficial and enjoyable events, such as Concerts on the Square, Winter Fest, and the Holiday Parade. These events have attracted locals and visitors alike to the River District.

Wausau River District, Inc. continues to adopt and undertake work plans to develop and promote the River District as an exciting place to live, learn, work and play, through collaborative efforts that involve area businesses, public and private institutions and property owners.

B. Proposed Activities

With the funding from the BID, the Main Street Program is planning for 2022 the following programs, either directly, or through cooperative efforts with Wausau Events, Inc. and the City of Wausau:

I. Business Development

- a. Administer Sign Grant Program.
- b. Administer the direction sign program.
- c. Advocate for a change in focus on parking as an economic incentive
- d. Provide support for organizations that are actively recruiting businesses to the River District.
- e. Develop Business Resource Guide.
- f. Maintain website, database and inventory of properties, businesses, and District stakeholders.
- g. Renew and expand the Friends of the River District program
- h. Maintain River District vacant property listings on website.
- i. Develop and coordinate Dining on the Street event series.
- j. Develop and coordinate Downtown Employee Appreciation Week.
- k. Develop and coordinate Exhibitour, Sidewalk Sales, a Fashion Show, Holiday Open House Weekend and Small Business Saturday
- l. Coordinate promotions and advertising campaigns through the development and placement of print, online, television and/or radio advertisements for Dining on the Street, Sidewalk Sales, Holiday Open House, and Small Business Saturday.
- m. Support special events that occur within the district
- n. Participate in the Small Business Expo
- o. Partner with Festival of the Arts to bring foot traffic into storefronts
- p. Enter in at least 3 categories annually for State Main Street Awards.
- q. Advocate for more pedestrian-friendly streets.
- r. Advocate for a business ecosystem the promotes diversity and minority owned businesses.
- s. Coordinate general promotional efforts for River District businesses and events, including purchasing ads with various hotels, amenities, and digital platforms.
- t. Promote the Main Street program via the website, press releases, presentations with community groups, informational brochures, e-newsletters, etc.
- u. Develop partnerships with and among Wausau River District stakeholders.
- v. Develop and distribute State of the Wausau River District Report/Market Profile to stakeholders.
- w. Update, reprint and redistribute River District Market Profile annually.

- x. Communicate regularly with Wausau River District stakeholders in person (when safely allowed) and via e-mail, phone, in-person, and other correspondence.

II. Placemaking

- a. Enable creative patterns of use of public spaces in the River District.
- b. Develop and coordinate the downtown history walk.
- c. Coordinate and implement Wausau first and only street art contest, Art Lives Here
- d. Collaborate with local entities to coordinate and implement a Pride festival
- e. Work with River West stakeholders to implement Wayfinding signage
- f. Publish weekly promotional emails (Hot Happenings in the River District).
- g. Coordinate seasonal displays including the umbrellas over third street and holiday lights
- h. Work with local entities to identify and design street pole banners to showcase Wausau's diversity
- i. Continued selling of Wausau/Wausau River District merchandise.
- j. Maintenance and upkeep of Walk You Bike seals
- k. Coordinate spring cleanup event.
- l. Coordinate content for the 400 Block sign.

III. Residential Development

- a. Develop an inventory of River District residential offerings.
- b. Promote residential listings that are available.
- c. Advocate for residential development and increased density with ½ mile radius of our district.
- d. Engage in community outreach to learn from current property owners and investor and educate them about our work.
- e. Promote redevelopment resources to area landlords, highlight and showcase example of beneficial redevelopment.
- f. Advocate for a housing study
- g. Gather and distribute data on economic impact of housing redevelopment.
- h. Ensure quality design standards in future redevelopment.

IV. Organizational Administration

- a. Maintain National Main Street Accreditation.
- b. Pursue Great American Main Street Award.
- c. Monitor Room Tax and BID legislation.
- d. Identify and engage Friend of the River District partners.
- e. Continue to diversify funding sources.
- f. Research and apply for various revenue streams through which to additionally support organizational operations.
- g. Recruit, train, and orient new board and committee members.
- h. Coordinate quarterly neighborhood meetings with Wausau Police Department.
- i. Engage in meetings with community groups.
- j. Develop and Coordinate our Youth Board member program.
- k. Distribute News You Need to River District stakeholders.

Based on resources, time and BID Board discretion, some of these programs may not be fully implemented. The BID Board acknowledges that the Main Street Program may conduct other activities similar to those above, to carry out the objectives identified above. The BID Board further acknowledges that the Main Street Program may not achieve full completion of all of the activities outlined above. In addition, the BID shall have all powers granted under the BID Law, including to collect the assessments provided herein, and to carry out the purposes of this Operating Plan.

C. Expenditures and Financing Method

The operating budget for the District is \$74,160.00 which will be collected through the BID assessment. The BID expenditure represents the partial funding of the 2022 Main Street Program, Wausau River District, Inc. This funding will be made upon written request from Wausau River District, Inc. to the extent of funds collected by the City of Wausau pursuant to the assessment levied hereby. The projected revenue and expenditures for year 2022 of Wausau River District are identified on Appendix B, which is attached hereto and incorporated herein. The actual budget will be adjusted if the actual revenue received is less than projected. The adjustments could include revising or eliminating individual budget line items as determined by the BID Board of Directors. Expenditures are intended to be made in a fair and equitable basis throughout and for the benefit of the entire District. In the event that a surplus exists at the end of any fiscal year, the monies may be carried over for expenditures in subsequent years.

The Operating Budget for any BID year will be subject to the approval of the City of Wausau, as set forth in Wisconsin Statutes section 66.1109. While this budget does not, the BID Board acknowledges that if any year's annual operating budget exceeds the prior year's annual operating budget by 4% or more, such budget must be approved by a 2/3 majority of the entire District Board. No capital improvements are currently planned by the District. For the purpose of this Operating Plan, "capital improvement" means any physical item that is permanently affixed to real estate including, without limitation, street lighting and sidewalk improvements. The term "capital improvement" shall not include, among other things, any maintenance equipment or supply, any communications equipment, any vehicles, any seasonal improvement or any holiday lighting or decoration. After the District Board has approved the annual operating plan and budget, they will be sent to the City for approval, adoption and inclusion in the City's annual budget for the following year.

The District may not borrow funds.

The District will continue to support Wausau River District's efforts to solicit gifts, grants and other voluntary contributions from parties outside the Main Street Program boundaries.

D. Organization of the District Board

The Mayor shall appoint members, who will culturally represent Wausau's diverse communities, to the District Board (the "Board"), and the Wausau City Council will act on the confirmation of such appointments. The Board shall be responsible for implementation of this Operating Plan. This requires the Board to negotiate with providers of services and materials to carry out the Operating Plan; to enter into various contracts; to monitor the effectiveness of the District's activities, to aid compliance with the provisions of applicable statutes and regulations; and to make reimbursements for any overpayments of District assessments.

Wisconsin Statutes section 66.1109(3)(a) requires that the Board be composed of at least five members and that a majority of the Board members shall either own or occupy real property in the District. If the actual property or business owner is an entity, that entity shall designate a representative to act on its behalf.

The Board shall be structured and operate as follows:

1. Board Size – 11 members.

2. Composition –

Business Owners – four members, representing owners of commercial business in the area;

Property Owners – five members, representing owners of commercial property in the area;

Government – one member, representing the City of Wausau; and

Wausau River District, Inc. – one member, representing Wausau River District, Inc., Inc.

In addition, the following representatives shall be appointed by the Mayor who shall not be formal members of the Board and therefore cannot vote, but who will represent the following constituency, and advise the Board, and shall be notified of all Board meetings, shall be able to attend such Board meetings and give input to the Board:

Board of Main Street Wausau, Inc. – all members (without votes) of the Board of Directors of Main Street Wausau, Inc.

3. Term – Appointments to the Board shall be two classes (of five and six members per class respectively) for staggered periods of two years.
4. Compensation – None.
5. Open Meetings Law – All meetings of the Board shall be governed by the Wisconsin Open Meetings Law if and as legally required.

6. Record Keeping – Files and records of the Board’s affairs shall be kept pursuant to the Wisconsin Public Records Law.
7. Staffing and Office – To be determined as necessary.
8. Meetings – The Board shall meet regularly, at least once every three months. An annual meeting will be planned for all property/business owners.
9. Executive Committee – The Board shall elect from its members a chair, a vice-chair, a secretary, and a treasurer who shall comprise an Executive Committee of the Board. The Executive Committee of the Board shall be authorized to oversee the day-to-day operations of the District, including the execution of minor contracts, and the signing of checks, subject to the controls adopted by the Board.
10. Committees – To be determined as necessary.
11. Non-Voting Advisors – The Board will have non-voting advisors, as identified above.
12. Powers – The Board shall have all powers necessary and convenient to implement the Operating Plan, including the power to contract.
13. Annual Report – The Board shall prepare and make available to the public annual reports, including an independent certified audit conducted by the City of Wausau, as required by the BID Law.

IV. METHOD OF ASSESSMENT

A. Annual Assessment Rate and Method

The annual assessment for District operating expenses will be in direct proportion to the equalized assessed value of that property within the District.

The total assessment for each assessed parcel is formulated as follows:

1. Divide the proposed annual District budget by the total assessed valuation (as reflected on the City’s tax rolls) of all property within the District that is subject to assessment as provided by law.

(Note - this quotient shall expressed to the nearest 1/10,000 and be referred to so the “BID Mil Rate”)
2. Multiplying the BID Mil Rate by the assessed valuation of each Assessable Property (as defined herein), the product of which shall be the District’s initial assessment of that Assessable Property, but shall be subject to the adjustments set forth in Section IV.A.3 below.
3. Notwithstanding the foregoing, the total of the District’s assessment for each Assessable Property shall not exceed \$3,090.00 nor be less than \$309.00, which is computed using the following steps:

- a. first, all Assessable Properties whose initial assessment is less than \$300.00 shall have their assessment adjusted to \$300.00;
 - b. second, any excess assessment created by the adjustment made in subsection a. shall be applied to reduce the initial assessment of all other Assessable Properties within the District;
 - c. third, all Assessable Properties whose initial assessment is greater than \$3,000.00 shall have their initial assessment adjusted to \$3,000.00;
 - d. fourth, any deficit of assessment created by the adjustments made in subsection c. shall be allocated among all other Assessable Properties on a proportionate basis, this basis being equivalent to what the total assessed value of Assessable Property bears to the total assessed value of all Assessable Properties in the District.
4. Use of each Assessable Property as of January 1 in the year of assessment, as reflected in the records of the Assessor for the City of Wausau, shall control for purpose of the District's assessment.

For purposes of this Operating Plan, an "Assessable Property" shall be defined as a parcel of land subject to assessment hereunder and under the BID Law, with a separate Tax Key Number, as identified in the City of Wausau's Assessor's Office.

The BID assessment is hereby levied by the City of Wausau, which shall be a lien against each of the tax parcels of real property contained in the District, unless exempted as identified herein, under the power of Wisconsin Statutes Chapter 66. Such special assessments are hereby levied by the City of Wausau by adoption of this BID Plan. The city comptroller is authorized to include the BID assessment on bills for properties subject to the assessment within the designated Improvement District for calendar year 2019.

The City of Wausau shall collect such BID assessments and shall provide to the BID Board an accounting of the amounts received and the tax key numbers for which they are collected. All assessments shall be placed in a segregated account in the City's treasury. The City shall disburse the funds when the BID Board requisitions payments for its expenses that are authorized by the BID Operating Plan. All interest earned by virtue of temporary investment of funds in the BID account shall remain in the account for activities delineated in the BID Operating Plan.

All assessments hereby levied shall be due and payable on or before the due date of the first installment of real estate taxes on the properties assessed hereby. No assessments levied hereby may be paid in installments.

B. Excluded and Exempt Property

The BID statute requires explicit consideration of certain classes of property. In compliance with the law, the following statements are provided.

1. Wisconsin Statutes section 66.1109(1)(f) 1m: The District will not contain property used exclusively for manufacturing purposes.

2. Wisconsin Statutes section 66.1109(5)(a): Property used exclusively for residential purposes will not be assessed.

Property exempt from general real estate taxes, for the calendar year in which the BID Operating Plan is adopted, are hereby excluded from the District by definition, even though the boundaries of the District would otherwise include them. Owners of tax exempt property adjoining the District and expected to benefit from District activities will be asked to make a financial contribution to the District on a voluntary basis. In addition, those tax exempt properties adjoining the District which are later determined no longer to be exempt from general property taxes, and tax exempt properties whose owners consent in writing to be assessed, shall automatically become included within the District and subject to assessment under any current operating plan without necessity to undertake any other act.

V. PROMOTION OF ORDERLY DEVELOPMENT OF THE CITY

Under Wisconsin Statutes section 66.1109(1)(f) 4, this Operating Plan is required to specify how the creation of the District promotes the orderly development of the City. The District will increase the vitality of the Main Street Program Area and central business district and, consequently, encourage commerce in the City. Increased business activity in the City will increase sales tax revenues and property tax base.

City Role in District Operation

The City has committed to assisting owners and occupants in the District to promote its objectives. To this end, the City has played a significant role in creation of the District and in the implementation of the Operating Plan. In furtherance of its commitment, the City shall:

1. Maintain services to Wausau River District at their current levels;
2. Maintain the City's current financial commitment to Wausau River District, Inc. for \$26,591.00 per year in funding;
3. Handle the billing and collection of the BID assessment as provided herein;
4. Have the City Attorney make a legal opinion that the BID Operating Plan complies with the requirements of the BID Law; and
5. Annually perform an independent certified audit of the implementation and operating plan pursuant to section 66.1109(3)(c) of the BID Law.

VII. FUTURE YEAR OPERATING PLANS

A. Changes

This Operating Plan is designed to authorize and control the BID for only its 2022 activities.

Wisconsin Statutes Section 66.1109(3)(b) requires the Board and the City to annually review, approve, and make changes as appropriate in the Operating Plan. Therefore, while this document outlines in general terms proposed activities, information on specific properties, budget amounts and expenditures are based solely upon current conditions. Subsequent years' activities, budget, and assessments will be provided in the required annual plan updates, and approval by the Common Council of such plan updates shall be conclusive evidence of compliance with this Operating Plan and the BID Law.

B. Amendment, Severability and Expansion

The District has been created under authority of Wisconsin Statutes section 66.1109. Should any court find any portion of this Operating Plan, or the BID Law invalid or unconstitutional its decision will not invalidate or terminate the District and this Operating Plan shall be amended to conform to the law without need of re-establishment.

C. Automatic Termination Unless Affirmatively Extended

The District Board shall not incur obligations extending beyond 2022.

VI. GENERAL

All exhibits referenced herein are incorporated herein by reference.

RIVER DISTRICT MAP



APPENDIX B

WAUSAU RIVER DISTRICT, INC.						
	General Fund	Placemaking	Residential	Business	Admin	TOTAL
REVENUES						
Grants	\$ 26,591					26,591
BID Funds	\$ 74,160					74,160
Other (Sponsorships, advertising)	\$ 98,700					98,700
Total Revenues	\$ 199,451	\$ -	\$ -	\$ -	\$ -	199,451
EXPENDITURES						
Administration:					105,476	105,476
Projects:		48,900	650	44,425		93,975
TOTAL EXPENDITURES		48,900	650	44,425	105,476	199,451
Excess (Deficiency) of Revenues over Expenses						

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 3-1

Fiscal Impact: None

File Number: 20-0310

Date Introduced: October 26, 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, 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 (Ever’s Emergency Order #12), which the Wisconsin Supreme Court overturned on May 13, 2020. This revision also clarified that the City’s revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus) remained valid and in effect despite the May 11, 2020 expiration of the City of Wausau’s State of Emergency Proclamation;

WHEREAS, on 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 September 14, 2021 the Common Council ratified and approved a fifth 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, on October 11, 2021 your Human Resources Committee reviewed and approved a revision to the Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus). This revision:

- Allow managers/supervisors to request vaccination status from a worker to ensure the worker is following quarantine and isolation recommendations.
- Require employees to provide vaccination status (as above) or be treated as unvaccinated.
- Explain that proof of vaccine will be kept in the employee's medical file.

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: October 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, James Wadinski
MEMBERS ABSENT: Becky McElhaney
Also Present: Mayor Rosenberg, T. Vanderboom, A. Keenan

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

Vanderboom said that the update came at the request of some department directors that are having a difficult time giving employees guidance on quarantine and isolation requirements. Vanderboom explained that quarantine and isolation requirements vary depending on if a person is or is not vaccinated, and at this time, employees are provided with information for both scenarios. The update to the policy would allow department directors or supervisors to ask an employee if they are vaccinated and then provide the appropriate information pertaining to quarantine and isolation requirements.

Mayor Rosenberg said that she did not have anything to add except that she has heard of times where supervisors have been unsure what to do when someone comes to them. Rosenberg said that she doesn't want to know who is and isn't vaccinated but looks at this as a logistical and information giving policy update.

Motion by Martins to approve the update of the policy for employees with symptoms or exposure of novel covid-19 flu (coronavirus). No second. Motion died.

Wadinski asked what the procedural difference is depending on vaccination status. Vanderboom explained how an asymptomatic person would be handled based on their vaccination status. Wadinski suggested that the Committee adjust the update to accommodate the City and the employee, and asked what would happen now if this wasn't passed? Vanderboom said that if the update doesn't pass, the City will continue to do what it is currently doing, which is providing all information to an employee (what to do if vaccinated or not vaccinated) and then asking them what they will do. Vanderboom said that based on their response, she is provided with their vaccination status. Wadinski asked if an unvaccinated person could say that they are vaccinated; Vanderboom said yes. Wadinski said that's not right. Wadinski said that he would like to give employees the option to provide their vaccination status and proof, and if the employee is not willing to provide proof, they should be treated as an unvaccinated person. Vanderboom asked if Wadinski was making a motion to amend the policy accordingly; Wadinski said yes.

Motion by Wadinski to amend the policy to allow supervisors to ask the employee their vaccination status, but if an employee declines to provide it they will be treated as if they are unvaccinated. Second by Martens. Deputy Chief Barnes said that this item came about at his request and the circumstance that led to this request. Martens spoke his approval of the amended language. 3 Ayes, 1 Nay. Motion passed 3-1 (Larson was the dissenting vote).

Human Resource Committee Packet

October 11, 2021

Agenda Item
Discussion and possible action approving the update of the Policy for Employees with Symptoms or Exposure of Novel COVID-19 Flu (Coronavirus).
Background
The City of Wausau continues to update the Covid policy to adapt to changing conditions and protect staff and the public. The attached Covid policy has been revised to: 1. Allow managers/supervisors to request vaccination status from a worker to ensure the worker is following quarantine and isolation recommendations. 2. Require employees to provide vaccination status (as above) and proof of vaccination or be subject to disciplinary action. 3. Explain that proof of vaccine will be kept in the employee's medical file.
Fiscal Impact
None.
Staff Recommendation
Approving the updated policy gives managers the ability to confirm vaccination status and provide direct guidance and meets department director needs.
Staff contact: Toni Vanderboom (715-261-6634)

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

Effective: March 18, 2020

Revised: ~~October 11~~~~August 25~~, 2021

Employees are 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 whom 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.~~ Employees ~~will be asked their vaccinated status by their supervisor to ensure employees~~ are ~~required to follow~~[ing](#) quarantine and isolation recommendations of health authorities, ~~and vaccinated employees may be required to provide proof of vaccination to their supervisor or Human Resources.~~ [All copies of proof of vaccination shall be sent to the Human Resources Department for inclusion in the employee's medical file.](#) ~~Employees who fail to disclose vaccination status and/or proof of vaccination may be subject to discipline~~[will be treated as if they are unvaccinated.](#)

~~Your supervisor will contact Human Resources to determine what workplace restrictions will apply.~~ 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.

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.

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 to 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 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 are longer be exempt from Perfect Attendance leave impact.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the 2021 budget modification for Station 1 Remodel \$17,120

Committee Action: Approved 4-0

Fiscal Impact: 17,120

File Number: 20-1109

Date Introduced: October 26, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Fire Department is requesting to move capital funds from their Alerting System Upgrade project to the Station One Remodel Project due to material costs overrun caused by COVID supply chain issues; and

WHEREAS, your Finance Committee has reviewed and recommends a one-time transfer of \$17,120:

FROM:	150-237598436 Alerting System Upgrade	\$17,120
TO:	150-237598429 Fire Station Improvements	\$17,120

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, September 28, 2021 @ 5:15 pm., Council Chambers

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

Members Excused: Deb Ryan

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Matt Barnes, Mary Goede, Patti Kaiser

Discussion and possible action regarding request for transfer of funds from the Capitol Improvement Alerting System Upgrade Project to the Capitol Improvement Station One Remodel Project within the Fire Department CIP budget

Chief Robert Barteck explained with construction remodel projects we make our best guess beforehand as to what expenditures will be and problems encountered. The Central Fire Station is a relic and trying to do any type of resident renovations inside it is difficult. The project is not done yet as there were some delays. He indicated they see quite a bit of savings in the Phoenix G2 Project, which went much easier than anticipated and is completed. There is an approximate \$17,000 excess they'd like to transfer to the Station One remodel project. If there are any funds left after that, they'd like to install new desks in three of the offices that were ignored in the previous remodel in CIP 2020. The sit/stand desks would be for the EMS Division Chief, the Deputy Fire Chief, and for the Battalion Chief's office.

Motion by Martens, second by Watson to approve the transfer of funds. Motion carried 4-0.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Creating and Classifying an Administrative Captain Position within the Police Department Committee Action: Approved 4-0 Fiscal Impact:	
File Number: 21-1009	Date Introduced: October 26, 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>		

RESOLUTION

WHEREAS, your Police Chief has requested the creation of an Administrative Captain position within the Police Department, and;

WHEREAS, the proposed position will be responsible for supervising the Community Resource Unit, Special Investigations Unit, CART, Animal Control, Parking Control and the Community Service Officers, or 17.5 FTE in the chain of command, and;

WHEREAS, in addition to supervisory responsibilities, the Administrative Captain position will be responsible for accreditation, recruitment, field training, departmental training, grant management, fleet management, and special events, and;

WHEREAS, the police department has reduced and reallocated a number of budget categories in their operational budget to fund this request, including the reduction of patrol officer by 1 FTE, and;

WHEREAS, your Human Resources Committees reviewed and approved the creation of this Administrative Captain position as described in the attached documents, classified into Salary Grade 11 (\$65,565.60 minimum, \$82,076.80 midpoint, \$98,488 maximum), and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Administrative Captain be created as described in the attached documents and classified into Salary Grade 11 (\$65,565.60 minimum, \$82,076.80 midpoint, \$98,488 maximum) effective at the start of the next pay period as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: October 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, James Wadinski
MEMBERS ABSENT: Becky McElhaney
Also Present: Mayor Rosenberg, T. Vanderboom, A. Keenan

Discussion and Possible Action Approving the Creation and Classification of an Administrative Captain Position in the Wausau Police Department.

Vanderboom said the Police Department submitted a job description to create an Administrative Captain position and has adjusted their funds so that the creation is within their current budgetary allotment. Human Resources reviewed the job description and recommends that the position be classified the same as the other Captain positions within the department. Chief Bliven spoke about the need for an Administrative Captain due to the growth of the department, programs, and technology. Deputy Chief Barnes with Chief Barnes and said that the current Captains are finding it difficult to perform their core function of leading their bureau and that the Administrative Captain position will help alleviate job duties that take away time from the other captains.

Martens asked for more information about the position being fiscally neutral. Barnes said that the position is fiscally neutral this year and explained how it will be funded. Herbst asked if the department will post the position or if it will be a promotion within the department. Barnes said that they will post the position internally first. Further discussion took place about Police Department staffing levels and budget.

Motion by Martens to approve the creation and classification of an Administrative Captain position in the Wausau Police Department. Second by Wadinski. All ayes. Motion passed 4-0.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

August 2, 2021

To: City of Wausau Human Resources Committee

Re: Administrative Captain Position

Since 2019, the Wausau Police Department executive team has been discussing the need for an Administrative Captain position. Our current structure consists of our Chief, Deputy Chief, Patrol Captain and Investigations Captain. Attached is our current organizational chart as well as the new organizational chart should we be approved for the Administrative Captain position. The fiscal impact of this request is net zero dollars. We plan to reduce the number of patrol officers by one to create the Administrative Captain position. In our 2020 budget goals and during the 2020 budget planning, we reduced budget in several areas and moved it to salary in anticipation of this request.

In the last 20 years, the following things have added complexity to our organization:

1. Increased sworn staffing levels from 63 to 79
2. Community Resource Unit
3. Victim Resource Unit
4. Crisis Assessment Response Team
5. Digital Forensics Unit
6. Humane Officer Program
7. Increased School Resource Officer program from 2 to 4
8. Increased Use of Technology (Squad computers, cell phones, body/squad cameras, Dragon Naturally Speaking, etc)
9. Entrenched involvement in Neighborhood Groups
10. Achieved and Maintained WILEAG Accreditation
11. Increased CSO program from 2 to 12
12. Community Communications Unit – Social Media (includes development of videographer position)
13. Increase in Community Events
14. Drug Drop Box

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

During those 20 years, our executive team has continued to add more responsibilities in order to manage the additional staff, programs, grants, and work volume. As you evaluate this Administration Captain position, you will see the following changes to work responsibilities:

1. The Administrative Captain will supervise the Community Resource Unit, Special Investigations Unit, CART, Animal Control, Parking Control and the Community Service Officers.
2. The Administrative Captain (in addition to taking on the aforementioned supervisory responsibilities) will be responsible for the following:
 - a. Accreditation
 - b. Recruitment
 - c. Field Training
 - d. Departmental Training
 - e. Grant Management
 - f. Fleet Management
 - g. Special Events

In conclusion, this request for an Administrative Captain position makes us more efficient and better able to manage the workload of our Captains. The span of control as well as the task responsibilities of our Captains exceeded maximum capacity several years ago. We continue to strive for excellence which results in new programs, grants, and people to supervise. The Administrative Captain position creates the capacity to adequately handle these responsibilities.

Thank You,

Benjamin K. Bliven
Chief of Police
Wausau Police Department
715-261-7802
Benjamin.Bliven@ci.wausau.wi.us

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Human Resource Committee Packet

January 11, 2021

Agenda Item
Discussion and possible action approving the creation and classification of an Administrative Captain position in the Wausau Police Department
Background
The Wausau Police Department has arranged their budget in 2021 to fund an Administrative Captain position. This position will be responsible for supervising the Community Resource Unit, Special Investigations Unit, CART, Animal Control, Parking Control and the Community Service Officers, or 17.5 FTE in the chain of command. In addition to supervisory responsibilities, the Administrative Captain position will be responsible for accreditation, recruitment, field training, departmental training, grant management, fleet management, and special events. Attached is the draft of the job description for the position. The Human Resources Department has evaluated the new responsibilities under the Decision Band Matrix and recommends the Administrative Captain position be classified as Salary Grade 11 (\$65,654-\$98,480), equivalent to the other Police Captain positions.
Fiscal Impact
Considering compression with represented positions, the City should prepare to fund this position to the maximum level if necessary. The Police Department reports that in the 2021 budget planning process, they reduced a number of budget categories in their operational budget and moved it to salary in anticipation of this request.
Staff Recommendation
Staff contact: Matt Barnes (715-261-7807) and Toni Vanderboom (715-261-6634)



JOB DESCRIPTION

Police Captain - Administration

Job Title:	Captain - Administration	Reports To:	Deputy Chief of Police
Department:	Police	FLSA Status:	Exempt
Division:	Administration	EEO Code:	2-Professionals
Salary Grade:	5	Occupational Code:	
Employee Group:	General Employee	Training Category:	B-Supervisors & Managers
Created:		Last Revision:	October 2020

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to manage the Administrative Bureau for the City of Wausau Police Department.

Essential Duties and Responsibilities

1. Directs and manages subordinates within the Administrative Bureau to assure proper performance of duties and adherence to established rules, regulations, policies and guidelines.
2. Maintains discipline and morale within the Administrative Bureau.
3. Directs and manages the process of Accreditation.
4. Directs and manages the recruitment process as set forth by the Police and Fire Commission.
5. Directs and manages the Field Training Program.
6. Develops and manages annual departmental training.
7. Procures and manages grant funding.
8. Fleet management.
9. Supervision of Administrative Lieutenants who manage the Community Resource Unit, Central Wisconsin Narcotics Task Force, Community Service Officers, Humane Officer, Parking Control, CART, and others as assigned.
10. Approves and coordinates planning for special events.
11. Performs duties of the Chief of Police in his/her absence.
12. Performs the duties of the Administrative Lieutenant(s) in his/her absence.
13. On-call on a rotating basis with Command Staff.
14. Coordinates and allocates resources and personnel.
15. Schedules training for assigned subordinates.
16. Acts upon all personnel leave requests for subordinates.
17. Plans and recommends administrative budget. Purchases budgeted equipment and supplies.
18. Represents the Department and Bureau at meetings. Prepares and gives presentations to city officials, civic groups, students, etc. regarding department activities.
19. Implements directives, orders and policies from Chief of Police and Deputy Chief to subordinates.
20. Conducts internal investigations.
21. Maintains knowledge of current Department policies and procedures, crime investigation principles and techniques, criminal law and ordinances.
22. Participates in ongoing training.

Additional Duties and Responsibilities

- Additional duties as assigned.

Education and Experience Requirements

The applicant must be off probation and have four years experience as a Lieutenant (or its equivalent), or be off probation and have two years experience as a Lieutenant (or its equivalent) and possessing a bachelor's degree.

Knowledge, Skills and Abilities

Basic Level – MS PowerPoint

Intermediate – Excel

Intermediate Level - Word

Proficient use of complex software systems specific to departmental functions.

- Ability to decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution. Ability to analyze and categorize data and information using established criteria, in order to determine consequences and to identify and select alternatives.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory data and information such as officer incident reports, investigator reports, crime lab results, medical reports, other agency reports, finger print cards, disposition reports, probation and criminal records, motor vehicle records, juvenile referral forms, financial records, coroner's reports, personnel records, warrants, a variety of law enforcement forms, legal documents, technical operating manuals, statutes, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with citizens, Department personnel, other law enforcement agency personnel, attorneys, news media representatives and vendor representatives.
- Ability to calculate percentages, fractions, decimals, volumes and ratios. Ability to interpret basic descriptive statistical reports.
- Judgment and Situational Reasoning Ability
- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, teaching, directing and controlling.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.
- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as police vehicles, computer terminal, camera, video tape camera, tape recorders, photocopier, fax machine, police radio, typewriter, telephone, firearms and restraint devices.
- Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements such as data entry and assembling.
- Ability to exert moderate physical effort in sedentary to light work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling. Ability to exert sufficient physical force necessary to restrain or subdue individuals.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.

Physical and Working Environment

Ability to work under mildly unsafe and uncomfortable conditions where exposure to environmental factors such as temperature variations, violence, noise, disease and/or dust can cause discomfort and where there is a risk of injury.

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment. Damage to clothing possible. Frequent travel.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Requires regular lifting, bending, twisting, turning, and use of power equipment.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Approving implementation of retention and recruitment initiatives

Committee Action: HR: Approved 4-0
 Fin: Approved 5-0

Fiscal Impact: \$20,000

File Number: 21-1010

Date Introduced: October 26, 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 ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the current labor market has raised concerns with the City of Wausau's ability to properly recruit and retain employees, and;

WHEREAS, a review of the City's current recruitment and retention position revealed that the City is not yet experiencing significant impacts in these areas, but areas for improvement were nonetheless identified and both recruitment and retention remain as areas of significant concern, and;

WHEREAS, in addition to budgetary items under consideration including a 2% adjustment to the wage scales and employee salaries included in the current proposed budget and standard annual step increases for employees, your Human Resources and Finance Committees considered additional recruitment and retention initiatives, and;

WHEREAS, your Human Resources Committees and Finance Committees reviewed and approved the following recruitment and retention initiatives

- Amend Employee Handbook language to allow employees to borrow up to half their annual vacation accrual in their first six months of employment
- Temporarily suspend steps 1 and 2 in the salary scales

and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the recruitment and retention initiatives identified above be implemented effective November 14, 2021 as described in the supporting documents.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: October 11, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, James Wadinski
MEMBERS ABSENT: Becky McElhaney
Also Present: Mayor Rosenberg, T. Vanderboom, A. Keenan

Discussion and Possible Action Approving Recruitment and Retention Initiatives.

Vanderboom said that this items was briefly discussed at the last meeting and she is now bringing forward recommendations for the committee to consider. Research found that the most difficult to fill positions this past year have been Bus Operator, Equipment Services Mechanic, and Firefighter/paramedic, and the City was not able to fill all of the vacancies. The City created a hiring bonus for difficult to fill positions, but only the Equipment Services Mechanic has been eligible for the hiring bonus since it is non-union. Turnover rate was looked at, and the rate has not increased since 2014, though more employees are resigning instead of retiring. The positions with the highest turnover rate were identified as Street Maintainer, Property Appraiser, Bus Operator, Sewer Maintain, City Clerk, and Equipment Services Mechanic. The reasons for resignation given during the employee exit interviews with Human Resources have been identified as: relocation, money/benefits/hours, hired by NCHC/County/CCIT, environment/job fit, management, returned to old job, and job location (found work closer to home). An employee survey was conducted to find out what employees find important, what the City is doing well and what the City can improve upon; pay, benefits, and culture were consistently mentioned, though these items were identified as items the City is doing well and also as items that the City can improve upon. Vanderboom provided the committee with a list of improvements the City has made or will be making for recruitment and retention.

Vanderboom suggested breaking the recommended changes into two categories, things that can be done right away and things that can be considered in the next budget. Immediate changes include time off adjustments and temporarily shorten salary ranges. Larson asked if giving more sick leave was considered. Vanderboom said that employees did not recommend adding to sick leave. Larson also asked if removing steps 1 and 2 for new hires would cause animosity with current employees who have been here for a long time. Vanderboom said that long term employees would not have difficulty with this as they would be much further in the ranges.

Changes recommended for next year include a conducting a culture survey, establish robust training and development programs for hiring candidates who have little or no experience or needed qualifications, such as a commercial driver's license, changing the way new employees move through the pay scale up to midpoint, and granting lump sum increases to employees who are over midpoint of the salary ranges.

Wadinski asked where the recommendations came from, if it was from other organizations or staff input. Vanderboom said that the recommendations came from both of these, other municipalities and staff feedback. Larson asked if the City could training employees to get a CDL and then require that they stay with the City for a period of time, and also if the City has staff to provide this training. Vanderboom said that the Water Department currently considers candidates who do not hold a CDL and gives them a period of time to obtain, which has greatly helped with their recruitments. Vanderboom said that she would be hesitant to require an employee to stay for a period of time because then it would create an employee contract, and she would rather implement this change and then see if the City is losing employees it has trained and looks for ways to address it. Vanderboom also discussed the new legislation that will take effect next year regarding CDL training and certification. The City currently has staff that is able to train employees to receive their CDL under the current guidelines, however Vanderboom would like to see a dedicated position that is responsible for City-wide training.

Larson asked what Vanderboom would like to have approved right away. Vanderboom said that she would recommend approving either changing vacation or floating holiday accruals, allowing new hires to borrow vacation time, and temporarily suspending the use of steps 1 and 2. Larson asked if she would recommend adding in the CDL training; Vanderboom said she didn't think it was feasible right away, that it should be funded and developed next year. Wadinski said that he's had a CDL and wondered what would be involved in the training program for it. Dustin Kraege discussed the upcoming changes to legislation and how it will affect the departments, ability to train. Wadinski asked if this is something Kraege would like to see; Kraege said yes, in the future.

Martens said that he agrees the City should wait until more is learned about the upcoming changes to CDL training before they vote for any changes. Motion by Martens to move forward on vacation banking and suspending steps 1 and 2. Second by Larson. Mayor Rosenberg addressed the committee and said that this will not be the only time the committee will have this conversation, that it will be continuous and ongoing. She has been having conversations with other mayors and there are some interesting programs that they are trying and seeing successes in, especially in some of the hard to fill jobs, such as apprenticeship programs. Vanderboom said that she would like to bring future items forward with supplemental budget requests for the 2022 budget. Martens agreed. Vanderboom asked for clarification to the motion, if it includes changing vacation bank accruals and borrowing. Martens and Wadinski agreed. All ayes. Motion passed 4 – 0.

Adjournment.

Motion by Larson to adjourn. Second by Martens. Meeting is adjourned.

Rebecca McElhaney
Human Resources Committee, Chair

FINANCE COMMITTEE – BUDGET SESSION #2

Date and Time: Tuesday, October 20, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Emily Ley, Anne Jacobson, Bob Barteck, Eric Lindman, Matt Barnes, Toni Vanderboom, Jamie Polley, Greg Seubert, Liz Brodeck, Mary Goede, Michelle Van Krey, Katie Rosenberg

Discussion and possible action approving recruitment and retention initiatives

Toni Vanderboom, HR Director, summarized the HR committee discussed two different types of recommendations; things to implement immediately and things to be considered for the 2022 budget because they are more expensive.

Vanderboom stated the immediate recommendations are to temporarily suspend usage of pay steps 1 & 2. Any employees who are currently on these pay steps would be moved to Step 3 and future recruitments would start at Step 3. The fiscal impact to implement is \$16,000. The other immediate recommendation is adjusting the vacation policy so that new hires can borrow up to a week of vacation in their first six months instead having to wait for that time to accrue to allow people to take paid time off a little bit earlier. She stated they were also looking at ways to amend the vacation accrual schedule for people to advance and to start with more vacation time. She indicated they would draft something separate on this and bring it directly to Council.

Vanderboom stated the recommendations to be considered for next year's budget were to move people to midpoint faster by giving people a six month increase and a year increase until they reach midpoint of the salary range. Employees below midpoint would receive two 3% increases until they reach midpoint. This would shorten the time to get to midpoint from eight years to four years. Because that only benefits employees below midpoint, or the less senior employees, we are also looking at something to balance that out and to recognize our more tenured employees. The consideration is for a onetime lump sum bonus for employees above midpoint and is likely to come before the Council as an ARPA request because it is a onetime payment.

Vanderboom stated another item for consideration in next year's budget is a culture survey. One of the items that was heard most from feedback from the employee survey was that there are some culture issues going on. The culture survey is like the process the County has been undergoing for several years and would give us a good baseline of where we are at now, as well as identifying areas most needing improvement.

Lisa Rasmussen questioned if there was another fund source other than ARPA for the onetime lump sum payment for more tenured employees. She indicated she did not feel they should use rescue plan funding for bonuses because that funding, as it relates to workers and employees, is to recover the loss for responding to the pandemic and exposure to hazardous situations on the job. She felt ARPA funds should be used to make an impact in our community that taxpayers can see and feel. She suggested looking at carryover or surplus as fund sources in planning for 2022. Vanderboom stated she would resubmit it as a supplemental request. Longevity pay was discussed as a possible alternative to a onetime bonus.

Motion by Martens, second by Herbst to temporarily suspend Step 1 and 2 on the wage scale; move current employees in those steps to Step 3; recruit employees starting at Step 3; and adjust vacation policy to allow new hires to borrow up to a week of vacation in their first six months. Motion carried 5-0.



HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: Human Resources Committee
FROM: Toni Vanderboom, Human Resources Director
DATE: Monday, October 4, 2021
RE: City of Wausau Recruitment and Retention

The current job market is extremely competitive, and Department Directors are concerned with maintaining staffing levels and securing new hires to fill current and upcoming vacancies. Private companies are raising salaries, and most employers are struggling fill vacancies.

Current Staffing/Turnover Status

First, HR investigated the City's current staffing situation.

The City currently has the following positions vacant:

Position	# of Vacancies as of 10/1	Status
City Clerk	1	Final Interviews scheduled for 10/8
Property Appraiser	1	Candidate in pre-employment process
Municipal Court Administrative Assistant II	1	Offer extended to candidate; waiting for decision after candidate meets with department
Police Department Administrative Assistant II	1	Candidate has been selected – need to extend offer.
Economic Development Manager	1	Candidate in pre-employment process
Firefighter/Paramedic	4	2 candidates in pre-employment process (1 should be hired this month), new recruitment has been posted to close 10/31
Bus Operator I	7	Continuous Recruitment
Senior Equipment Services Mechanic	1	Held open by department due to no current employees ready to promote
Equipment Services Mechanic	2	1 candidate will be hired on 10/11, next recruitment closes 10/15
Equipment Operator	2	No recruitment has been conducted to fill – this will be internal promotion.
Street Maintainer	3	Recruitment closes 10/10
Water Plant Operations Technician	1	No hire from last recruitment – will be reposted in October

Wastewater Plant Operations Technician	1	Interviews scheduled week of 10/4
Sewer Maintainer	1	Recruitment closes 10/12

The City has failed to fill its vacancies in the positions of Bus Operator, Firefighter, and Equipment Services Mechanic in 2021. The Community Communications Specialist is creating recruitment videos for these high priority positions to assist in social media recruitment efforts. The videos for firefighter and mechanic are available on the Fire department and City's Facebook pages. Only Equipment Services Mechanic has been eligible for the hiring bonus, as the other two positions are represented by unions.

The City's turnover rate over the last 11 years is:

TURNOVER TOTAL BY YEAR				
YEAR	RETIRED	QUIT	TERMINATED	TOTAL
2010	13	7	2	22
2011	11	3	3	17
2012	12	5	0	17
2013	6	9	1	16
2014	17	11	3	31
2015	16	16	1	33
2016	19	13	4	36
2017	13	10	5	28
2018	7	16	0	24
2019	14	14	2	30
2020	13	19	5	37
2021 (ytd)	8	20	2	31

The City's overall turnover rate increased in 2014, and remained steady since that increase. There hasn't been a significant increase in turnover in 2020 and 2021. However, the lack of a marked increase does not mean that the City would not benefit from an effort to increase employee retention. We have experienced resignations in the double digits since 2014, and the City would benefit from a reduction of that number.

There are two ways to identify positions with the most turnover:

1. Most resignations. The positions with the most resignations in the last five years are Police Officer (10), Street Maintainer (9), Bus Operator (7), Firefighter (6), Administrative Assistant II (5), Property Appraiser (4), and Sewer Maintainer (4). However, these positions are also the most populous, meaning the more individuals in the positions the more likely they are to have higher numbers.
2. Turnover rate. To calculate turnover rate, the number of vacancies is divided by the number of employees in that job title. Under this calculation, the positions with the highest turnover rates in the last five years are City Clerk (200%) and Street Maintainer (113%). One challenge with this method of calculation is that a resignation in a job that has one incumbent will be calculated at 100%, even though that position does not truly experience significant turnover.

If we combine these two methods of calculating turnover, I would identify the following positions as experiencing high turnover in the last 5 years (in no order of importance):

- Street Maintainer
- Property Appraiser
- Bus Operator
- Sewer Maintainer
- City Clerk
- Equipment Services Mechanic

The Human Resources Department conducts exit interviews with all employees who voluntarily resign from City employment. In the last three years (2019-2021), the most common resignation reasons given in the exit interview are:

Relocated: 12
Money/Benefits/Hours: 9
Hired by NCHC, County, CCIT: 8
Environment/Job Fit: 6
Management: 3
Returned to old job: 2
Job Location (found work nearer to home): 2

When considering the reasons listed above, the most common reason is beyond our control or influence (relocation). However, the next most common issues are pay/benefits and culture (environment, job fit and management). We have the opportunity to improve these two areas, which will likely improve the City's overall rate of retention.

Staff Feedback

The Human Resources department conducted a recruitment and retention survey of current staff. The intention was to identify the areas of most import to our employees, so our resources can be focused in that direction for the most impact. Employees were asked the following questions:

Why did you choose your current job?
Why did you leave your last job?
When considering a new job, what is most important to you?
What are the top three issues that cause you to look for a different job?
What do you think the City is currently doing well?
What do you think the City could improve upon?
Do you see yourself working here in a year?
What do you like best about the City of Wausau as a place to live?

Some of the responses were contradictory. For example, the City's benefits and culture were top responses both as something the City is doing well and something that needs to be improved upon. Pay, benefits and management/environment/culture were consistently identified as the items most important to employees.

When considering a new job, what is most important to you?	
Pay	98
Benefit	66
Management/Environment	45

What are the top three issues that cause you to look for a different job?	
Pay	110
Management/Environment	88
Benefit	57

What do you think the City could improve upon?	
Pay	81
Benefits	35
Culture	22

Pay, benefits and culture are wide topics. When discussing pay, employees roughly equally mentioned the pay rate itself (i.e. salary range and comparison to market) and the amount of time it takes to move through the pay scale. When discussing benefits, employees mentioned vacation/time off amounts, flexibility, and insurance costs.

The Human Resources Department has submitted a supplemental budget for a culture survey, which will assist in getting a wider picture of the current culture including areas of success and needed improvement.

The Human Resources Department also spoke to each Department Director about their recruitment and retention needs. Specifically, I asked directors what items they thought were impeding recruitment and retention, and what solutions they would like implemented.

Some Department Directors highlighted the areas that employees also mentioned, including a concern that salaries are too low or not aligned with market, the time it takes to advance through the salary scale, and the lack of a recent or annual cost of living increase. One director identified a need for more training funds; this wasn't a need for an across the board increase, as another department cited generous training funds as a reason for current success.

One department director noted that Council actions and political stress can also have an impact on recruitment and retention. The public discussion on recruitment and retention is likely to be emotional and is certainly critically important to staff. Emotionally laden terms like "the wage they deserve" versus the unemotional term "market wage" can have an impact on employee retention, especially if the City isn't able to afford all the initiatives we might wish.

Current Improvement Efforts

It is important to note that the City has already made significant efforts to improve the employment experience and improve recruitment and retention:

- Hiring bonus up to \$2,000 for difficult to fill positions.
- Able to negotiate starting vacation accrual amounts for high-level and difficult to fill positions.
- Removed waiting period to use vacation and personal holidays and shortened vacation accrual schedule.
- Currently developing recruitment videos for the most-needed positions (Mechanic, Bus Operator and Firefighter). Recruitment videos for other positions and informational videos about each department will follow.
- Added incentives (mechanic incentive up to \$1.90/hour, tool allowance of \$500, Battalion Chief Paramedic incentive of 2%) and increased incentives (boot allowance increased to \$125).
- Revamped Utility Mechanic incentive (redefined to allow more employee participation and increased amount to \$0.75/\$1.50).
- Added holiday (New Year's Eve).
- Tuition reimbursement program funded in 2020 and 2021.
- Increase of shift differential from \$0.45/\$0.60 to \$1.45/\$1.60.
- 2022 recommendation to fully implement wage study.
- 2022 cost of living increase recommendation

Prospective Changes

Insurance costs

One item frequently highlighted in the staff survey was the cost of the City's health insurance. Many employees mentioned dissatisfaction that health insurance is no longer fully funded by the City. However, Act 10 requires employees fund a portion of their insurance costs which makes a fully funded insurance program impossible. The City has the ability to charge a higher portion of insurance costs back to the employee, but has opted not to do that. Beyond this shared funding burden, health insurance costs are driven by the health of our employees and dependents. Healthier employees result in lower insurance costs. The City regularly takes its insurance coverage to market, looking for the most competitive rate for the best coverage. We will continue to evaluate the possible return to self-insured status, which may become possible as expensive members leave the plan.

Paid Time Off Benefits

HOLIDAYS

The City recently increased its number of paid holidays with the addition of New Year's Eve. No negative feedback was received from employees or directors regarding the number of holidays.

VACATION

The City revamped its vacation policy in 2017, removing the waiting period to use vacation time and reducing the amount of time required to advance to 3 weeks' vacation accrual and 4 weeks' vacation accrual. The Human Resources Department consulted with local municipalities of Stevens Point, Marshfield and Wisconsin Rapids, and both Wisconsin Rapids and Marshfield are currently considering adjusting similar changes to their vacation policies.

Possible changes to the City's vacation plan include:

1. Allowing new hires to borrow up to half (1 week for regular FTE) of their vacation allowances in the first six months of hire. New hires would be able to use this vacation accrual and personal holidays immediately after hire, without waiting for the time to accrue. An employee who separates before the time is earned would be required to repay the City for any unaccrued time used.
2. Start employees at 3 weeks of vacation accrual, and adjust the vacation schedule accordingly.
3. Reduce the amount of time for an employee to advance to 3, 4 and 5 weeks of vacation accrual.

PERSONAL HOLIDAYS

As an alternative to increasing vacation time, the Council could consider an increase to personal holidays. Personal holidays do not carry over from year to year, but they also would not be required to be repaid if a new employee separates.

SICK LEAVE

The City offers a generous sick leave policy to employees. Some survey respondents expressed dissatisfaction that sick leave accrues at a faster basis than vacation; however, vacation time increases with seniority and sick leave accrual remains static regardless of seniority. Some respondents preferred a PTO (combined sick leave and vacation time); this would allow employees more time off for vacation, but could leave employees without sufficient balances in the case of an extended medical absence. Generally, a switch to PTO is considered a reduction in benefits. A switch to PTO would also likely trigger a design change to the Post-Employment Health Plan (PEHP) program.

PEHP

This did not come up as either the employee or director feedback, but the City could consider a redesign of the PEHP program:

1. Extend the benefit to new hires.
2. Deposit a set amount into employee accounts, allowing for expanded use of PEHP benefits upon retirement.

Cost of Living Increases

The Employee Handbook instructs the Human Resources Director to consider market adjustments to the salary scales on an annual basis. There is a mistaken impression that this process hasn't been followed.

To correct that misconception:

- In 2017, the Common Council approved a cost of living increase of 2% (employees received a 2% increase and the salary ranges were increased by 2%) and was in the process of selecting a wage study vendor.
- In 2018, the City was in the process of completing the wage study and the Common Council approved a 2% across the board increase.
- In 2019, the wage study was implemented. Employees received a wage study implementation increase as identified by the vendor and funded by the Common Council, and also received a step increase of at least 1.5%.

- In 2020, funding was dedicated to a partial implementation of Option 3 of the wage study. Employees who were identified for an Option 3 increase of the wage study were granted an additional step increase on January 1.
- In 2021, funding was again dedicated to a partial implementation of Option 3 of the wage study. Employees who were identified for an Option 3 increase of the wage study were granted an additional step increase on January 1. The City was concerned about the pandemic's impact on shared revenue from the state.
- In 2022, the Human Resources Committee has approved full implementation of Option 3 of the wage study (this item still needs Finance and Council approval). The working budget also includes a 2% cost of living increase, which would adjust all current employee pay and the salary sales up by 2%.

The Human Resources Department will continue to make annual recommendations in this area, but a public method may help avoid future misconceptions that this task is not being met. These recommendations can continue to be made directly the Finance Department, or they can be made to this Committee, the Finance Committee, or as a supplemental request in every budget process.

Retention Bonus

Unlike a cost of living increase, a lump sum bonus is a non-recurring expense and can be funded by a one-time budget source like the ARPA funds or carryover funds. The City of Wauwatosa approved a lump sum increase for employees of 3%, and the City of Marshfield approved a retention bonus for their Street department after experience a high rate of turnover in that area.

The City can consider either a flat rate bonus, which would have a greater impact on employees in a lower salary scale, or a % bonus under which higher paid employees would receive a larger bonus.

Hiring Bonus

The City has currently approved a hiring bonus of up to \$2,000 for difficult to fill positions. This bonus is currently being reduced by tax (candidates receive a bonus of \$2,000 and then that amount is taxed). This amount could be increased, it could be adjusted so that the employee's take-home amount after taxes is \$2,000, and it could be extended to all/more positions.

Salary Range Adjustments

Perhaps the most common recommended change was consideration of the salary range: increasing salaries and shortening the time it takes employees to advance through the salary scale.

Salary Study

The Common Council has established a 5 year cycle for a full review of market data for all city jobs. The last salary study was implemented in 2019, so according to the established schedule the City will implement the next study in 2024. If this timeline is followed, an RFP for a vendor will be issued in 2022, the study will be completed in 2023, and the adjustments will be implemented in 2024. This timeline gives the City two years to set aside funding for the costs of the study (\$80,000 for the last study) and funding implementation of the study (\$500,000 for full implementation of the last study).

Instead of a full redesign of our salary structure, I recommend the next salary study be focused on a market analysis. Under this plan, the study will compare our positions to the current market, but not redesign which jobs are considered equivalent and exist in the same salary range. (These adjustments

can continue to be made via the reclassification process, although for workflow purposes I recommend establishing a biannual reclassification schedule limiting reclassifications to consideration at the February and August HR Committee meetings.) I would also recommend a custom study, which would allow the City to identify which employers we would like to compare to instead of relying upon published studies, which cannot be adjusted for our specific needs. A custom study will likely result in an increased cost and timeline.

This Committee could consider advancing the timeline for the salary study. This would ensure that the adjustments being made to the salary scales are consistent with current market conditions. However, the timeline for any changes would be impacted (6-12 months minimum should be expected for a realistic timeline for a salary study). The City also hasn't had a chance to build up a funding source, so funding would need to be secured in the 2022 budget or by budget modifications to the current budget. Finally, the Human Resources and Finance staff anticipate being incredibly strained implementing the new ERP system, and adding another large project is unlikely to be realistic at our current staffing levels.

Salary Ranges

The City could also consider adjusting the salary ranges without conducting a salary study. The proposed 2% cost of living increase will adjust the salary ranges and current pay accordingly. The following adjustments can be considered:

1. Shorten the salary ranges.

The current salary range represents a 20-25% range above and below market values. If an employee is hired at the minimum salary, it will take 16-20 years to reach the maximum salary. This timeline accounts for longevity increases, allowing employees to continue to experience pay increases long into their tenure with the City. Employees may be hired anywhere in the salary range, based upon their education and experience; starting salaries above midpoint require mayoral approval. Many departments have expressed an unwillingness to hire employees at a salary above that of current employees, regardless of experience and education.

The City will need to determine whether this adjustment will be made across all salary ranges or only for identified jobs. Making this adjustment across the board will increase the expense for this change, but shortening the salary range for particular positions is likely to have a negative morale impact on the positions that are not adjusted. The Human Resources Department contacted the wage study vendor for guidance on the impact of shortening the time to advance through the salary ranges for selected positions. The vendor responded, "If the City desires to reduce progression time for a section of jobs, we would recommend only decreasing time to midpoint. Essentially, some positions might reach midpoint (fully competent rate) quicker than some other positions in the same range, but they are then held at that midpoint until they reach the time required for the rest of the positions to progress past midpoint." The vendor also noted that if this change is not made across the board, internal inequities may occur and jobs must be selected on a defensible basis to ensure no adverse impact occurs.

2. Establish recruitment steps to hire candidates at an adjusted starting salary.

If the City wishes to address recruitment but not retention, we can establish either permanent or temporary recruitment salaries. These recruitment "steps" could be used to start new employees at a higher rate within the existing salary structures, without adjusting the ranges themselves or current employee salaries.

3. Establish attainment steps.

The recent Fleet Study recommended creating a process that allowed Mechanic positions to advance faster through the salary ranges. The Department of Public Works and the Human Resources Department have been working together with the wage study vendor to meet this goal. The vendor recently recommended, instead of creating separate positions based on job responsibilities and duties, that zones could be established in the salary range for levels of expertise. This same approach could be implemented across the board to all positions, or limited to positions based on need.

Internship/Training Opportunities

As the job market changes, the City may need to adjust its expectations for entry-level positions in particular. Currently, only the positions of Water Maintainer and Bus Operator are willing to accept candidates with no higher education or experience requirements; they accept individuals who are willing to learn and provide the necessary training. As we start to struggle to fill positions, the City may need to pivot and begin hiring candidates for training. For example, since 2020:

- 48 Street Maintainer candidates have been rejected for not holding a CDL
- 45 Sewer Maintainer candidates have been rejected for the same reason.

With a CDL training program and a willingness to hire inexperienced candidates, it is likely that our vacancies in those positions would be filled.

The Fire Department is currently investigating the possibility of internship programs with NCTC and Midstate College.

Prioritize Changes

I recommend a multi-pronged approach to addressing the City's recruitment and retention concerns:

- As I mentioned earlier, the Human Resource has included a supplemental request in the 2022 budget for a culture survey. This is the first step in identifying and improving the City's employment culture.
- Increasing the amount of paid time off will aid in both recruitment and retention, and have minimal budget impact depending on the implementation. I have two recommendations in this area:
 - Allow new hires to borrow up to half of their vacation allotment in their first year. This will allow full time new hires to take one week of paid vacation in their first year. An employee who separates before earning the used paid time off will be required to pay the City back for any unaccrued vacation time used.
 - Increase either vacation amounts or paid holidays. Increasing floating holidays should be budget neutral as long as the time off does not incur overtime for coverage, as this time is not eligible to be paid out upon separation, but would apply across the board to all employees. Increasing vacation time accruals will have a fiscal impact as this time is paid out if proper notice is given, but allows the City to target additional time off for employees who have not yet had an opportunity to accrue much vacation time.
- The labor market, especially in the private market, is extremely competitive. An adjustment to the City's pay, whether permanent or temporary, across the board or targeted, should be seriously considered. The Council will need to decide which measures should be implemented

immediately (requiring amendment to the current budget) and which should be considered in the upcoming budget process.

- Staff recommendation for consideration of immediate implementation:
 - Temporarily remove Steps 1 and 2 from the salary scale. This will aid in retention and recruitment. This temporary solution would be reconsidered as part of the 2024 wage study. Any employee currently occupying those steps would be moved to Step 3.
- Staff recommendations for consideration in the 2022 budget process:
 - Allow employees below midpoint to receive two increases annually (every 6 months). This will halve the amount of time employees need to reach midpoint, but also reduce the budgetary impact of the change. This adjustment should aid the City in both recruitment and retention.
 - Establish training and internship programs, and review entry-level positions for removal of education and experience requirements.
 - Grant a lump sum increase to employees to employees who do not receive an increase under the recommendation above. This lump sum increase would not be base building, and because it is a one-time increase a non-recurring budget source could be used to fund this item. This adjustment would aid in retention.
- The City is currently rejecting large number of candidates for lack of experience or training. The City should rethink its hiring practices and establish robust training and development programs. The days when the City had hundreds of candidates with previous experience and education are behind us, and based on current population trends I do not anticipate this to change. With a training program in place, entry level positions could and should be adjusted to allow the hiring of candidates with an interest and willingness to learn, but no previous experience or training.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the 2021 budget modification for MetroRide to fund fuel tank upgrades from reserves

Committee Action: *Pending*

Fiscal Impact:

File Number: 20-1109

Date Introduced: October 26, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the fuel tanks are heavily regulated for safety by the State of Wisconsin and recent inspections of the MetroRide fuel tanks revealed that upgrades were ***required*** to maintain compliance at a cost of \$21,200.25 and

WHEREAS, the MetroRide has secured quotes for the work which is scheduled to be performed prior to yearend; and

WHEREAS, MetroRide has funds available in accumulated reserves to pay for the improvements; and

WHEREAS, your Finance Committee has reviewed and recommends a one-time transfer of \$21,200 from MetroRide Fund reserves to pay for the improvements:

164-11650 Machinery and Equipment \$21,200.25

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and transfer to the MetroRide Fund.

Approved:

Katie Rosenberg, Mayor



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
(715) 675-2084
(715) 675-5507 (fax)
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Project Number: 71145
Thursday, October 14, 2021

PO Number:

Proposal & Contract Form

Bill to: Metro Ride
420 Plumer Street
Wausau, WI 54401

Service at: Metro Ride
420 Plumer Street
Wausau, WI 54401

Description	Quantity	Taxable	Price
Phase 100 - General Requirements			
Northwest Petroleum Service, Inc. (NPS) proposes to install a transition sump with sensor to the existing tank. NPS will also replace galvanized pipe with black pipe to meet State specs.			
Phase 140 - Tank Monitor			
NOTE: If NPS can add a sensor to the existing ATG and use existing conduit this will be completed at time and material.			
S404 Liquid Sensor & Controller	1.00	Each	
Total Phase 140 - Tank Monitor			\$692.13
Phase 145 - Dispensing Equipment			
NOTE: NPS figures reuse of customers existing dispensers, hanging hardware, shear valves, flex connectors, islands and sumps.			
Phase 160 - Other Equipment			
Transition Sump	1.00	Each	
Rigid Entry Boot 1.5"SC Pipe	1.00	Each	
Entry Boot,Rigid,Flat Surface, 3/4" Cond	2.00	Each	
1-1/2" Full Port Ball Valve, Brass	1.00	Each	
Transition Sump Fittings Kit	1.00		
Total Phase 160 - Other Equipment			\$1,739.12
Phase 170 - Petroleum Equipment Labor/Materials			
Installation	1.00		
Miscellaneous Material	1.00		



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
(715) 675-2084
(715) 675-5507 (fax)
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Project Number: 71145
Thursday, October 14, 2021

PO Number:

Proposal & Contract Form

Bill to: Metro Ride
420 Plumer Street
Wausau, WI 54401

Service at: Metro Ride
420 Plumer Street
Wausau, WI 54401

Description	Quantity	Taxable	Price
Steel Product Pipe Includes up to 40' of pipe.	40.00		
Phase 170 - Petroleum Equipment Labor/Materials			\$13,594.00
Phase 195 - Sitework Services			
Excavation/Concrete Services	1.00		
Electrical Services	1.00		
Total Phase 195 - Sitework Services			\$5,175.00

Additional Details:

NOTE

Due to industry volatility for carbon steel material, the pricing offered in this quotation is subject to review at time of order placement. Material will be subject to adjustment based on increases occurring between the date of quotation and the time of order placement. We regret the necessity of this action and will discontinue this practice as soon as market conditions permit.

PRICE

Prices quoted are for acceptance within 10 days and, unless otherwise stated.

CALIBRATION

Northwest Petroleum highly recommends performing a re-calibration of all meters 30 days following installation of new dispensers. The cost for the re-calibration is not included in this proposal.

SALES TAX

Includes estimated sales tax, actual sales tax will be added to the invoice.

EXCLUSIONS

Does not include excavation, crane, tanks, tank trim, site work for grade changes or materials to improve traffic areas, site restoration with asphalt or landscaping, delivery tanker spill containment, blacktop, painting, security system, extra costs associated with winter conditions, fence, or local permits.

PAYMENT TERMS

50% down payment due with signed contract.

Invoices due upon receipt.

Down payment will be applied against the final invoice.

1.5% per month on past due balances which is 18% annual percentage rate.



Northwest Petroleum Service, Inc.

4080 N. 20th Avenue
Wausau, WI 54401
(715) 675-2084
(715) 675-5507 (fax)
E-mail: mail@NPSwausau.com
Web: www.NPSwausau.com

Project Number: 71145
Thursday, October 14, 2021

PO Number:

Proposal & Contract Form

Bill to: Metro Ride
420 Plumer Street
Wausau, WI 54401

Service at: Metro Ride
420 Plumer Street
Wausau, WI 54401

Description	Quantity	Taxable	Price
-------------	----------	---------	-------

Proposal Subtotal: \$21,200.25

Estimated Sales Tax: \$0.00

Proposal Grand Total: \$21,200.25

Authorized Signature

TERMS AND CONDITIONS

This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

PRICES – Prices quoted are for acceptance within 10 days and, unless otherwise specified, are subject to change without notice after that date.

DELIVERY – Delivery promises are contingent upon fires, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading.

NEW EQUIPMENT WARRANTY – Northwest Petroleum Service Inc. will warrant equipment as far as the manufacturers extend warranties for equipment and labor to Northwest Petroleum Service Inc. from the date of installation or delivery. Ordinary use, wear and tear or damage from abuse or accident excepted. Implied warranties of MERCHANTABILITY AND FITNESS for particular purposes are EXCLUDED. Repair or replacement shall be the sole remedies for defect and shall be made, free of charges, F.O.B. factory, provided factory inspection supports validity of customer's claim. Northwest Petroleum Service Inc. shall not be liable for consequential damages, whether or not arising out of warranty, negligence or otherwise.

USED EQUIPMENT – Any used equipment installed as part of the project is provided "as-is". Customer agrees to release, indemnify, hold harmless, and deferent Northwest Petroleum Service Inc. from and against any and all claims, liability, and causes of action at law or equity for loss, damage, injury or death to persons and property, including, but not limited to, environmental contamination, leaks, spills, releases, or discharges by whatsoever or howsoever cause or source, arising or occurring from the acquisitions or use of any used equipment, with the exception of any warranty of title given to Customer by Northwest Petroleum Service Inc.

EXCAVATING CLAUSE – Excavation quotations are based on normal soil conditions. In the event any underground structures such as sewers, all utility lines, cables, and conduit are destroyed or damaged during the performance of the contract, the Seller shall not be held responsible. All additional costs resulting from debris, rock, water or wet, running soil, shall be borne by the Purchaser. In the case of winter work, frost removal is not included in the proposal unless specified. Finished grades are to be established and verified by the Customer.

COLD WEATHER CONCRETE – In the event that concrete is poured during cold weather, NPS is not responsible for chipping, cracking, or spaulding of concrete, due to cold weather pours. Furthermore, NPS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used after installation to prevent concrete related problems.

TANK FLOATING CLAUSE – Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavation. The Seller shall notify the Purchaser when product will be needed. The Seller shall not be responsible for the contamination or loss of the product used for ballast. In the event any tanks should float, the Seller shall not be liable for any damages to equipment. All expenses for equipment, labor and material to reinstall tanks shall be borne by the Purchaser. This policy applies to new installation as well as remodel projects.

CANOPY – It is highly recommended that heat tape be installed inside the internal drains located in areas subject to freezing, keep salt away from columns, make sure gutters and downspouts are kept free of debris and the top of the structure be visually inspected once a year.

RELATED WORK & PERMITS– Labor, materials and outside services for electrical, concrete, blacktop or sewer work, and required local and state permits are not included in the proposals unless specified.

TAXES & LICENSES – Prices quoted on equipment and repair parts are subject to Federal, State or Municipal taxes and licenses which may be in effect or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of the Customer.

TERMS – Unless otherwise specified, terms are net on completion of all services or installation work. Terms on equipment, are cash upon delivery – 30 days on miscellaneous parts and labor.

Delivery to our plant for purposes of convenience or co-ordination shall be considered "Delivery" for billing purposes.

The seller reserves the right to charge Purchaser 1.5% per month on past due balances which is 18% annual percentage rate.

***OWNERSHIP – Buyer hereby warrants that he is (they are) the owner of record of the property described in this contract

NOTICE OF LIEN RIGHTS – AS REQUIRED BY THE WISCONSIN & MICHIGAN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID. PURCHASER SHALL REIMBURSE SELLER FOR ANY EXPENSE INCURRED BY SELLER IN PROTECTING OR ENFORCING ITS RIGHTS UNDER THIS AGREEMENT BEFORE AND AFTER JUDGEMENT, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES AND LEGAL EXPENSES AND ALL EXPENSES INVOLVED IN THE RECOVERY OF SELLER'S DAMAGES.

Authorized NPS (Seller) Signature / Date

Purchaser's Signature / Date

(This becomes a binding contract when signed by purchaser.)

Purchaser's Printed Name

\$21,200.25

NPS Contract Total

Company Name

71145

NPS Contract Number