



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, December 8, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
20-1101	COUN	Minutes of previous meetings, (11/24/20)	Place on file
03-0717	FIN	Resolution Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2021 through December 31, 2021	Approved 5-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 4-0
20-1204	PH&S	Ordinance Creating Chapter 5.50 Practice of massage or bodywork therapy	Approved 4-0
82-1252	PH&S	Ordinance Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
20-1203		Mayor's Appointments	
20-1015	CISM	Ordinance Amending Section 10.01.025 Establishment of certain traffic limitations	Approved 3-2
16-0311	CISM	Ordinance Amending Section 10.52.020 Police administration, Section 10.52.040 Police to investigate accidents and receive accident reports, Section 10.52.050 Traffic division to keep and use a driver file; and repealing Section 10.52.070 Official traffic control devices, Section 10.52.080 Designating crosswalks, safety zones and traffic lanes, Section 10.52.090 Designating no left turns and methods of turns, Section 10.52.100 Zones of quiet and play streets, Section 10.52.110 Loading zones, Section 10.52.120 Designating public carrier stands, Section 10.52.130 Determining certain parking limitations, Section 10.52.140 Erection of official traffic signs and signals	Approved 4-1
20-1205	PH&S	Ordinance Creating Section 17.10.030 Third party inspections and reporting systems; amending Section 17.08.010 Codes adopted, Section 17.10.010 Fees designated, Section 17.12.020 Approved, Section 17.16.010 Authority to enter premises, Section 17.16.030 Investigation of fires, Section 17.16.050 Annual report, Section 17.16.060 Modifications, Section 17.16.080 New materials, processes or occupancies which may require permits, Section 17.16.090 Fire equipment on private property, Section 17.20.010 Permissions granted—Limitations, Section 17.20.020 Approval before issuance, Section 17.24.010 General prohibition on outdoor burning and refuse burning, Section 17.24.020 Open fire and burning allowed by permit, Section 17.40.010 Orders to eliminate, Section 17.48.010 Inspection of exits, Section 17.49.010 Tents, Section 17.49.030 Access boxes, Section 17.49.060 Fireworks/pyrotechnics	Approved 4-0
Suspend the Rules - 12(A) Referral of Resolutions (2/3 vote required)			
20-0315	ED & FIN	Joint Resolution Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of Wausau commercial properties and businesses for six (6) months to assist small businesses who request such during the COVID-19 pandemic emergency declaration.	Approved 5-0 Pending
12-1214	FIN	Resolution Approving Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metro Police Department from January 1, 2021 through December 31, 2021	Pending
19-1109	FIN	Resolution Authorizing 2020 Budget Modification for the Wausau Police Department to purchase emergency preparedness equipment and radios	Pending
20-1109	FIN	Resolution Authorizing 2021 Budget Modification for the Wausau Fire Department to purchase an additional ventilator	Pending

Adjournment

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The Access Code is: **146 915 5519** Password: **wausau**

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 12/04/20 @ 11:30 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.



PROCLAMATION

International Day of Persons with Disabilities

Whereas, there are over 1 billion people living in the world with some form of disability; and

Whereas, persons with disabilities face physical barriers but also economic, social, and attitudinal barriers; and

Whereas, while persons with disabilities are the world's largest minority group, disabilities have remained largely invisible; and

Whereas, this year is the 30th anniversary of the Americans with Disabilities Act; and

Whereas, the United States still has not ratified the United Nations Convention on the Rights of Persons with Disabilities that was introduced in December 2006; and

Whereas, the UN Convention on the Rights of Persons with Disabilities focuses on empowerment of persons with disabilities for inclusive, equitable, and sustainable development, pledges to leave no one behind, and recognizes disability as a cross-cutting issue affecting all persons.

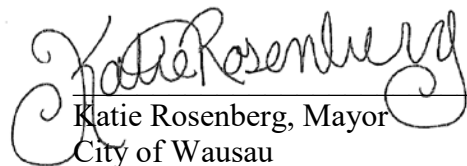
NOW THEREFORE, be it resolved that I, Mayor Katie Rosenberg, Mayor of the City of Wausau, Wisconsin, do hereby proclaim

December 3, 2020

as

“International Day of Persons with Disabilities”

in Wausau and call on residents to observe the day. I also call on the United States Congress to ratify the UN Convention on the Rights of Persons with Disabilities.


Katie Rosenberg, Mayor
City of Wausau



PROCLAMATION

Hmong New Year Virtual Celebration Month

WHEREAS, the Hmong Community makes up 11.4% of Wausau's population and is its largest minority group. Hmong people started arriving in Wausau in 1976 seeking asylum as political refugees after the communist takeover of Laos and Vietnam; and

WHEREAS, the Hmong New Year is an important holiday to the Hmong people. The history of the New Year celebration traces back to China, Laos, Thailand and Vietnam. It started in people's homes, where they gathered and celebrated a long harvest season; a time for people to meet, enjoy their time away from the harvest field, and showcase their talents; and

WHEREAS, Wausau has hosted a Hmong New Year's Celebration since 1986 and the event draws thousands of visitors from Wausau, other communities in Wisconsin, and St. Paul, MN; and

WHEREAS, in addition to a celebration and festival the Wausau Hmong New Year is designed to preserve Hmong culture, traditions, to help young Hmong people feel pride in their Hmong heritage and to create an opportunity for city residents to learn about and enjoy the Hmong culture; and

WHEREAS, due to the COVID-19 pandemic, Hmong New Year's Celebration have gone virtual but not gone away;

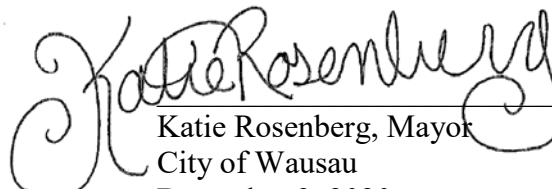
NOW THEREFORE, I, Katie Rosenberg, Mayor of the City of Wausau in the State of Wisconsin, do hereby proclaim

December 2020

as

Hmong New Year Virtual Celebration Month

in Wausau, and encourage residents to celebrate the season by learning about Hmong history, commit to cultivating improved cultural understanding and relationships, and supporting our Hmong neighbors in Wausau and beyond.



Katie Rosenberg, Mayor
City of Wausau
December 3, 2020

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, November 24, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

11/24/2020

Roll Call indicated 11 members present.

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

Proclamations:

Mayor Rosenberg proclaimed **November 28, 2020** as **SMALL BUSINESS SATURDAY**, and urged the residents of the community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Mayor Rosenberg indicated there were several other proclamations that can be accessed on the city's website: November 2020 as Alzheimer Awareness Month, November 2020 as COPD Awareness Month, December as Human Rights Month, November 2020 as Movember Month, and November as National Native American Heritage Month.

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

- 1) Matt Jameson, 1039 S 7th Ave, CEO of the Boys & Girls Club of the Wausau Area, spoke in support of the Wausau Center Mall Redevelopment by WOZ, Inc.
- 2) Paul LaPree, 4207 Augustine Ave, Schofield, spoke on the positive economic impact of the Wausau Center Mall Redevelopment by WOZ.
- 3) Jeff Stubbe, 226925 Pintail Ln, Rib Mountain, Executive Director of the Dwight & Linda Davis Foundation, whose purpose is to enhance communities through quality of life and economic development investments, urged the Council to support the vision of the WOZ mall redevelopment.
- 4) Jim McIntyre, 1950 Woodbury Prkwy, CEO & President of Greenheck Fan Corp., and Chairman of the Greater Wausau Prosperity Partnership (GWPP), spoke in support of the Wausau Center Mall Redevelopment by WOZ.
- 5) Ryan Gallagher, 4004 Boulder Ridge, Rib Mountain, Rocket Industrial, and owner of the Milk Merchant, spoke in favor of WOZ's mall project and urged Council to approve the funding in the 2021 budget, the term sheet for the developers agreement and the TIF resources.
- 6) Nicole Williams, W9232 St Hwy 64, Merrill, based out of a Wausau Business at 2005 Grand Ave, Regional VP for QPS Employment Group, serves on the Executive Committee for Wausau Chamber of Commerce, and on the Board of the GWPP, spoke in support of the approval of the budget for the WOZ mall development project.
- 7) Sean Wright, 911 McIndoe St, Executive Director of the Grand Theater, spoke in strong support of moving forward with WOZ for the transformation of the Wausau Center Mall.
- 8) Bruce Grau, 1115 N 10th St, employed as a nurse, questioned how the citizens of Wausau were benefited by the millions of taxpayer dollars spent on development projects like the Wausau Center Mall. He wanted Council to set benchmarks for improving poverty, homelessness, dispossessions, engagement and quality of life indicators for people of all incomes.
- 9) Chuck Ghidorzi, One Corporate Dr, Managing Director for WOZ, spoke about moving forward with the plan for the Wausau Center Mall Redevelopment and thanked the community for expressing their support.
- 10) Chad Kane, 2305 Tallon Ln, President of Wood Trust Bank, and President of the Woodson YMCA Foundation, spoke in favor of the Wausau Center Mall Redevelopment by WOZ.

Committee Reports:

Board of Public Works - Insurance Claims July 2020 – September 2020
(Placed on file)

Mayor Rosenberg explained the Council would be adhering to Roberts Rules of Order, specifically regarding Chapter 43 on Decorum and Debate. This will apply for both public and closed session topics. Attorney Jacobson clarified the rule: Each member will have two speeches of 10 minutes length on each debatable action at each meeting. She stated this can be implemented for this meeting only by means of a motion and adoption by 2/3 vote. She suggested if they want it for the future they should consider a change to the formal Council Rules.

Motion by Rasmussen, second by McElhaney to adopt Robert's Rules of Decorum, Chapter 43, for the 11/24/20 Council meeting.

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

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

Consent Agenda

11/24/2020

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

20-1101 Minutes of previous meetings, (11/10/20)

20-1105 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing Hilltop Road north of Forest Valley Road to termini.

14-1009 Resolution of the Finance Committee Approving cell phone contract renewal with New Cell, Inc. d/b/a Cellcom.

Yes Votes: 10 No Votes: 0 Abstain: 1 Result: PASS
Ryan abstained from voting.

20-1103

11/24/2020

Motion by Peckham, second by Wadinski to confirm the Mayor's Appointment to the Room Tax Commission.

Yes Votes: 11 No Votes: 0 Result: PASS

Closed Session

11/24/2020

Motion by Rasmussen, second by Neal to convene in Closed Session pursuant to sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session relating to a redevelopment plan and (non-binding) term sheet for the Wausau Center Mall redevelopment project with Wausau Opportunity Zone, Inc.; and relating to public release of prior privileged communications relating to the Development Agreement and TIF Law.

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

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

10	Larson, Lou	NO
11	Ryan, Debra	NO

Reconvened into Open Session

19-0921

11/24/2020

Motion by Neal, second by Rasmussen to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving a redevelopment plan and (non-binding) term sheet for the Wausau Center Mall redevelopment project with Wausau Opportunity Zone, Inc.

Ryan did not feel the project was ready to go forward and expected a lot more details from WOZ about their plans. Mayor Rosenberg clarified this vote was on the Term Sheet, after which they would continue to work with the lawyers hired through Quarles & Brady as well as WOZ's lawyers and after that there will be another vote on the Development Agreement.

Kilian commented he was not against public/private partnerships nor was he anti-business, but felt we need make sure that we are identifying and satisfying the needs of our citizens. He noted at a public input session he held, that while a large majority were not averse to the WOZ project, they opposed any more public funding being attached to it, specifically TID funding. He indicated he would act on what he believed was in the best interests of his constituents.

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

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

97-0404

11/24/2020

Motion by Rasmussen, second by Herbst to adopt the Joint Resolution of the Economic Development and Finance Committees and the Plan Commission Approving an Amendment to the Project Plan of Tax Incremental District No. Seven, City of Wausau, Wisconsin to share Increment with Tax Increment District Number Twelve.

Rasmussen clarified this item only reserves our right to utilize this funding at a future date should we choose to, but this not a final approval. She explained it secures for the city the ability to utilize this financing tool should they need it going forward.

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

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

19-0921

11/24/2020

Motion by Neal, second by Herbst to adopt the Resolution of the Finance Committee Approving grant application for CARES Act funding from the EDA for construction of streets/public infrastructure for the mall redevelopment.

Yes Votes: 11 No Votes: 0 Result: PASS

20-1109

11/24/2020

Motion by Herbst, second by Peckham to adopt the Resolution of the Finance Committee Adopting the 2021 City of Wausau Budget and general property tax to support same.

Larson questioned if the funding of \$4.7 million for the WOZ redevelopment of the mall was included in this budget and Maryanne Groat confirmed that it was. She noted the city is also issuing \$2.6 million of debt for the CIP, but is retiring approximately \$10 million, so debt will actually go down. A large part of the city's debt is on a very short debt retirement schedule.

Larson stated he could not support the budget with the mall funding included because he lives in a neighborhood that has had streets in very bad condition for decades. He felt he could not justify continued development when the citizens in his district are constantly being ignored. Groat responded economic development provides new tax base which is the only way the city can absorb increasing costs. Larson could not understand why the street reconstruction keeps getting pushed off but there is money for redevelopment.

Rasmussen commented this is the first budget she could remember that didn't cut infrastructure projects to make the mill rate stay the same or go down. She pointed out all of the street projects proposed by CISM Committee passed and are in the budget.

Discussion continued.

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

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

20-1109

11/24/2020

Motion by Watson, second by Peckham to adopt the Resolution of the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2021 Comprehensive Fee Schedule).

Yes Votes: 11 No Votes: 0 Result: PASS

04-1006

11/24/2020

Motion by Martens, second by Watson to adopt the Resolution of the Finance Committee Approving the 2021 Operating Plan for Business Improvement District (BID) No. 1.

Ryan indicated she heard from a business owner on the near west side that is unhappy with the lack of interaction and communication.

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

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

10	Larson, Lou	YES
11	Ryan, Debra	NO

20-0505

11/24/2020

Motion by Neal, second by Larson to adopt the Resolution Approving the amendment to Community Development Block Grant Program Action Plan adding Coronavirus Aid, Relief, and Economic Security (CARES) Act funding Round III and accepting Round II of CARES funding from the State of Wisconsin.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

11/24/2020

Motion by Kilian, second by Peckham to suspend Rule 6(B) Filing.

Yes Votes: 11 No Votes: 0 Result: PASS

20-1106

11/24/2020

Motion by Kilian, second by Larson to adopt the Resolution of the Common Council Approving waiver of statutory lawyer-client privilege as it relates to response to March 20, 2020 Open Records Request of Tammy Levit-Jones regarding Wausau Opportunity Zone, Inc. ("WOZ").

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

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

19-1109

11/24/2020

Motion by Watson, second by Martens to adopt the Resolution of the Finance Committee Authorizing 2020 Budget Modification for Wausau Area Access Media to upgrade playback system.

Martens explained Public Access will be discontinuing their video hosting services through Viebit, becoming revenue neutral, but in the long run it will allow Public Access to host their own media server so they can control the replay of on-demand media. They will still continue to upload to YouTube, but it will give them control over the content and how it is distributed which is a good deal for Public Access for accessibility.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

None

Adjourn

11/24/2020

Motion by Watson, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:18 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2021 through December 31, 2021

Committee Action: Approved 5-0

Fiscal Impact: The net 2021 contract price of \$49,250, with a credit for less than 270 animals brought in at \$185 per animal, and a charge of \$200 per animal beyond 270.

File Number: 03-0717

Date Introduced: December 8, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$49,250 Budgeted for Impoundment and Held for Cause Costs</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund receives the majority of financing from pet license</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, effective January 1, 2020, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays and the non-dog strays of the Village of Weston, Town of Weston and City of Schofield, taken into custody by law enforcement or humane officers; and

WHEREAS, that contract expires December 31, 2020, and there is a need to provide for the care of such animals; and

WHEREAS, the Village of Weston, Town of Weston and City of Schofield have elected not to participate in the Purchase of Animal Impoundment Services Agreement for year 2021; and

WHEREAS, funding for this service was provided in the 2021 Animal Control Fund Budget and will be provided in the future years' budgets as needed; and

WHEREAS, your Finance Committee, on November 24, 2020, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, for a one-year period from January 1, 2021 through December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 24, 2020 @ 5:30 pm., Council Chambers

Members Present: Rasmussen (C), Martens, Herbst, Watson, Ryan

Others Present: Kremer, Barteck, Bliven, Jacobson, Kujawa, Lindman, Rosenberg, Polley, Rubow, Van Krey

Discussion and possible action on the purchase of Animal Impoundment Services Agreement with the Humane Society of Marathon County, Inc.

Motion by Martens, second by Ryan to renew the contract. Motion carried 5-0.



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Lt. Melinda Pauls, Police Department

To: Finance Committee

Date: November 24, 2020

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

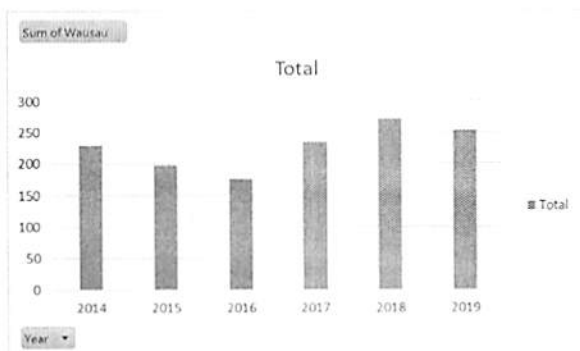
Purpose:

Requesting renewal of the one year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau and Everest Metro Police Department have held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the city of Wausau, Village of Weston, town of Weston, and city of Schofield.

The 2021 agreement will include the City of Wausau and HSMC, only. The 2021 agreement is for 270 non-dog strays, a change from 350 non-dog strays in 2020 contract. A five-year average of city of Wausau non-dog stray numbers totaled 227. If less than 270 non-dog strays are brought in during the 2021 contract, a credit shall be given to the city of Wausau in the form of a carry over, applied to the following year.



Impact:

\$49,950 for the contract, for up to 270 non-dog strays (LESS 2019 Return to Owner credits of \$700.00) for a NET contract amount of \$49,250 for 2021. For any non-dog stray brought in beyond 270, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$180 per non-dog stray.

Recommendation:

Department recommends approving the renewal of the one year contract.

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and agreements hereinafter contained and for other good and valuable consideration the

receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2021 - \$49,950 for the contract, for up to 270 non-dog strays **LESS** 2019 Return To Owner credits of \$700.00 for a **NET contract amount of \$49,250 for 2021.**

For any non-dog stray brought in beyond 270, the flat fee shall be \$200 per non-dog stray.

2.1 The NET 2021 contract price of \$49,250 shall be due and paid in full on or before January 30, 2021.

2.2 If less than 270 non-dog strays are brought in during the calendar year 2021 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be

carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2021 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2021.

2.3 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2021 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2019, there were 15 cats, 1 rabbit and 1 ferret that qualified for a credit of \$580.00 in "Return To Owner" fees for WAUSAU. Additionally, there were 4 cats that qualified for a credit of \$120.00 for the VILLAGE OF WESTON. There were no credits for the CITY OF SCHOFIELD or the TOWN OF WESTON. **THE TOTAL CREDIT TO BE APPLIED TO CY2020 FOR 2019 RETURN TO OWNER ANIMALS IS \$700.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) year commencing January 1, 2021 through December 31, 2021. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of "wild animal" is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. "Wild animals" does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use

reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC's ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a "pest" exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entity entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin

Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Leslie Kremer
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Mary Tubbs
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

14.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Katie Rosenberg, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, Leslie Kremer, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leittermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN	Date
Executive Director, HSMC	

MARY TUBBS	Date
President Board of Directors, HSMC	

FOR MUNICIPALITY:

KATIE ROSENBERG	Date
Mayor, MUNICIPALITY Contract Administrator	

LESLIE KREMER	Date
City Clerk	

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 20-0108

Date Introduced: December 8, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its November 16, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor



PHS Date 11/16/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
139629	9026 - Class I	LEWITZKE, LINDSEY	316 SCOTT ST WAUSAU WI 54403	HOLIDAY PARADE on FRIDAY, DECEMBER 4, 2020 Organized by WAUSAU EVENTS					Yes	
139447	9080 - Public Transport Driver New	BARKER, EDWARD	N3360 MAPLEWOOD RD MERRILL WI 54452		ALL AMERICAN TAXI	10/26/2020	06/30/2021	Yes	Yes	
139167	9080 - Public Transport Driver New	BORDEAU, SHAUN	1124 5TH AVE ANTIGO WI 54409		NORTHWOODS CAB LLC	10/07/2020	06/30/2021	No	No	
139523	9080 - Public Transport Driver New	BROST, JERROLD	6300 BIRCH ST #308 WESTON WI 54476		NORTHWOODS CAB LLC	11/02/2020	06/30/2021	Yes	Yes	
139256	9080 - Public Transport Driver New	COMBS, EVERETT	709 TURNER ST WAUSAU WI 54403		ALL AMERICAN TAXI	10/13/2020	06/30/2021	Yes	Yes	
139448	9080 - Public Transport Driver New	DRUMM, WILLIAM	3214 TERRACE CT APT 4 WAUSAU WI 54401		NORTHWOODS CAB	10/26/2020	06/30/2021	Yes	Yes	
139625	9080 - Public Transport Driver New	RADER, RODNEY	152906 CLOVERLAND LN WAUSAU WI 54401		NORTHWOODS CAB	11/09/2020	06/30/2021	Yes	Yes	

Total Licenses

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

November 16, 2020 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation** for Public Transport Driver License for **Shaun Bordeau**: Felony drug convictions (Also has a DOC warrant).
2. **Special Event** application: Wausau Events, for the Holiday Parade, on Friday, December 4, 2020, consisting of a "reverse parade" where floats are stationary and cars drive past them in Marathon Park.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: November 12, 2020

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 16, 2020, at 5:15 pm, (Council Chambers)

Members Present: *In person*: Rasmussen, Herbst, Peckham; *By WebEx*: Wadinski;

Members Excused: McElhaney

Others Present: Alfonso, Bliven, Pauls, Goede, Rosenberg, Van Krey, Barteck, Stahl, Kariger, Watson

Consider approval or denial of various license applications.

Rasmussen stated there was one denial recommendation for a Public Transport Driver License for Shaun Bordeaux.

It was noted that he was not present to appeal.

Rasmussen stated there was one Special Event application from Wausau Events for the Holiday Parade on December 4th, which would be in Marathon Park and the floats would remain stationary with the cars driving past to view them.

Motion by Peckham, second by Herbst to approve or deny license applications as recommended by staff. Motion carried 4-0.

ORDINANCE OF PUBLIC HEALTH AND SAFETY

Creating Chapter 5.50 Practice of massage or bodywork therapy

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 12-1204

Date Introduced: December 8, 2020

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

Section 1. That Chapter 5.50 Practice of massage or bodywork therapy is hereby created to read as follows:

5.50.010 Definitions. The definitions set forth in Wis. Stat. §406.01, and any amendments thereto, are adopted and incorporated by reference as if fully set forth therein.

5.50.020 State-issued license required. (a) No person may provide massage therapy or bodywork therapy, designate himself or herself as a massage therapist or bodywork therapist or masseur or masseuse, or use or assume the title “massage therapist and bodywork therapist” or “massage therapist” or “bodywork therapist” or “masseur” or “masseuse” or any title that includes “massage therapist,” “bodywork therapist,” or “bodyworker,” or append to the person’s name the letters “M.T.,” “R.M.T.,” “L.M.T.,” “C.M.T.,” “B.T.,” “B.W.,” “L.B.W.,” “R.B.W.,” or “C.B.W.,” or use any other title or designation that represents or may tend to represent that he or she is licensed by the State of Wisconsin unless the person holds a valid, unexpired license issued by the State of Wisconsin pursuant to Wis. Stat. ch. 460.

(b) No person may employ or contract for the services of an individual to provide massage therapy or bodywork therapy who is required to be licensed by the State of Wisconsin pursuant to Wis. Stat. ch. 460 unless the individual holds such a valid, unexpired license.

(c) No business whose employees are, or a person who is, required to hold a license, pursuant to Wis. Stat. ch. 460 shall advertise the availability of services described under this chapter unless the employees of the business, or such person, holds the required valid, unexpired license under Wis. Stat. ch. 460.

5.50.030 Exemptions. A person meeting the requirements or provisions of Wis. Stat. §460.03.

5.50.040 Penalties. Any person found to have violated any provisions of this chapter shall, upon conviction, be subject to a forfeiture of not more than one thousand dollars (\$1,000) for each separate offense. Each day of a continued violation constitutes a separate offense.

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

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

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 16, 2020, at 5:15 pm, (Council Chambers)

Members Present: *In person:* Rasmussen, Herbst, Peckham; *By WebEx:* Wadinski;

Members Excused: McElhaney

Others Present: Alfonso, Bliven, Pauls, Goede, Rosenberg, Van Krey, Barteck, Stahl, Kariger, Watson

Discussion and possible action regarding Ordinance Creating Chapter 5.50 Practice of massage or bodywork therapy and related Ordinance Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits

Lt. Melinda Pauls explained for the last couple years a couple complaints have come in from different businesses regarding phone calls to their businesses asking for services they don't render and most massage therapists that are licensed with the state would not render those types of services. She noted one of the massage parlors they are looking at offered these services to a client unwanted. The biggest issue is most of the therapists offering this are not licensed massage therapists. This ordinance would adopt the state statute to give police the authority to go in and check the licensing.

Chief Ben Bliven clarified that the services Lt. Pauls is referring to are sexual services. The complaints that are coming in are that there are unlicensed massage therapists who accept money for a massage and at the end offer sexual acts. The difficulty for enforcement is that it doesn't meet the definition of prostitution because it is a consensual act between two adults and the money that is exchanged is for the massage. He indicated Cpt. Graham and Lt. Pauls worked on and sent out a survey to all the registered massage therapy businesses in the city and received a very good response. He stated 16 responded and at least half of them are aware of these issues and are in favor of us enforcing the state requirement

Bliven indicated the ordinance is similar to West Allis ordinance which has helped them with enforcement. He felt it was important to note that one of the significant concerns about these establishments is human trafficking.

Motion by Herbst, second by Peckham to approve both the creation of the ordinance and the fine for the fee schedule. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee &
Common Council

From: Tara G. Alfonso, Asst. City Attorney

Date: November 11, 2020

Re: Comments on Creating W.M.C. ch. 5.50 Practice of Massage or Bodywork Therapy

- This office was requested by the City of Wausau Police Department to draft an ordinance which would enable it to enforce provisions of state law that require those practicing massage therapy or bodywork therapy to possess a state license. The provisions of Wis. Stat. §460.17 permit limited local regulation.
- The draft ordinance provided for consideration, in accordance with the authority delegated by state statute, prohibits a person from providing such therapy, or designating themselves as possessing, or implying that he or she possesses such a license if he or she does not.
- The proposed penalty provision provides for a forfeiture of not more than one thousand dollars (\$1000.00). The proposed amendments to W.M.C. §1.01.025(c)(1)(B) that set forth the cash deposit schedule that would be imposed in the event an individual were to plead guilty to a violation, or defaulted on their court appearance, at \$500.00. With court costs, the total forfeiture amount would be \$691.00. Each day of a continued violation would constitute a separate offense.



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Lt. Melinda Pauls, Police Department

To: Public Health and Safety Committee

Date: November 16, 2020

Re: Municipal ordinance to adopt State Statute **460** Employment of unlicensed persons, relating to the practice of massage therapy or bodywork therapy.

Purpose:

Request a municipal ordinance to adopt state statute, to prohibit an individual from providing massage therapy or bodywork therapy unless the individual is licensed and to prohibit a person from employing or contracting for the services of an individual to provide massage therapy or bodywork therapy unless licensed.

Background:

The city has had recent complaints regarding unlicensed massage therapists providing services in the city of Wausau. In an effort to ensure therapists are properly licensed by the state and providing appropriate services, the city would have to adopt an ordinance based upon existing state statutes (c.f. Wis. Stat. ch. 460 – Massage Therapy and Bodywork Therapy).

If enacted, the ordinance would enable the city to take enforcement action against a non-licensed therapist providing services or against a person who employs a non-licensed therapist providing services. The following are portions of the state statutes which the city would then be able to enforce.

460.02 License required. *Except as provided in s. 460.03, no person may provide massage therapy or bodywork therapy, designate himself or herself as a massage therapist or bodywork therapist or masseur or masseuse, or use or assume the title "massage therapist and bodywork therapist" or "massage therapist" or "bodywork therapist" or "masseur" or "masseuse" or any title that includes "massage therapist,"*



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"bodywork therapist," or "bodyworker," or append to the person's name the letters "M.T.," "R.M.T.," "L.M.T.," "C.M.T.," "B.T.," "B.W.," "L.B.W.," "R.B.W.," or "C.B.W.," or use any other title or designation that represents or may tend to represent that he or she is licensed under this chapter, unless the person is licensed under this chapter.

460.145 Employment of unlicensed persons. *No person may employ or contract for the services of an individual to provide massage therapy or bodywork therapy who is required to be licensed under s. 460.02 unless the individual is licensed under this chapter.*

The city would consider a penalty of up to \$1000 plus court costs for violation of the city ordinance based upon the state statutes.

The Police Department reached out to City of Wausau therapy businesses, asking for input on a proposed ordinance. The following are results of the brief survey, in which 20 therapists responded to.

- 70% of respondents believe there are some massage or bodywork therapy businesses operating without licensed therapists, in the city of Wausau.
 - 93% of those, believe that is a problem.
- 60% of respondents believe there are some massage or bodywork therapy businesses, in the city of Wausau, engaging in crimes related to prostitution, sexual contact or sexual intercourse with clients.
 - 100% of those, believe that is a problem.
- 100% of those who participated in the survey were supportive of an ordinance allowing the Police Department to take enforcement action against a non-licensed therapist.

Impact:

The Police Department would regularly have to verify the status of therapists' state licenses. What might this look like? Similar to how we monitor liquor license compliance in the city. In addition to responding to complaints, we would, at least annually, conduct unannounced inspections of the premises during business hours to assess compliance.

Recommendation:

Department recommends the city enact an ordinance to adopt state statute ch. 460 - employment of unlicensed persons, relating to the practice of massage therapy or bodywork therapy.

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 82-1252

Date Introduced: December 8, 2020

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

Add ()

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

1.01.025 Issuance of citations. . . .

(c) Schedule of cash deposits.

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

. . .

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

Municipal Ordinance Schedule of Deposits

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
5.19.030 through 5.19.100	Escorts and escort services violations	2,000.00
5.50.020	State-issued license required	500.00
5.60.010	Sell door to door no permit	50.00
5.64.034	(a) Server under the influence (c) Failure to close licensed premises Second or subsequent violations of sub (a) or (c)	50.00 50.00 200.00

. . .

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

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

Amending Section 10.01.025 Establishment of certain traffic limitations and rules.

Committee Action: Approved 3-2

Ordinance Number:

Fiscal Impact: None

File Number: 20-1015

Date Introduced: December 8, 2020

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

Add ()

Delete (—)

Section 1. That Section 10.01.025 Establishment of certain traffic limitations and rules, is hereby amended as follows:

Section 10.01.025 Establishment of certain traffic limitations and rules. (a) ~~The common council~~ city engineer is delegated the authority of the common council to ~~may~~ establish or modify traffic limitations and rules governing the movement and direction of vehicle traffic and the safe crossing of pedestrians including stopping, yielding of right of way, turning, ~~stop signs, yield signs, turning rules,~~ and establishment of one-way streets and alleys, ~~the~~ and the authority to direct the placement of such traffic control devices, signs, signals, markers and pavement markings relating to such limitations and rules. Such delegation includes the authority make and enforce temporary regulations to cover emergencies or special conditions and make temporary rules regulating traffic or test traffic control devices under actual conditions of traffic. ~~official list of which will be kept on file in the city engineering department and be set forth in the sign inventory maintained by the department. The common council may, from time to time, make additions to or deletions to such inventory.~~ The establishment of such traffic limitations and rules and the placement of traffic devices, signs, signals, markers and pavement markings shall conform to the uniform traffic control devices manual as required pursuant to Wis. Stat. §349.065, and be based upon sound and accepted traffic engineering practices. The placing of traffic control devices, signs, signals, markers and ~~painting of the~~ pavement markings shall be evidence of the existence of the limitations and rules established by the ~~common council~~ city engineer and it shall be unlawful to fail to comply with said traffic limitations, rules, traffic control devices, signs, signals, markers or pavement markings. ~~These limitations and rules and the sign inventory will be open to public inspection during regular office hours.~~

(b) The official list of traffic limitations, rules, traffic control devices, signs, signals, markers and pavement markings will be kept on file in the city engineering department and be set forth in the sign inventory maintained by the department. The city engineer may, from time to time, make additions to or deletions to such inventory. These limitations and rules and the sign inventory will be open to public inspection during regular office hours.

(c) Semi-annually the city engineer shall provide a written report to the common council of all traffic limitations and rules affecting the movement and direction of vehicle traffic established or modified by the authority granted in this section.

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 12, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *by WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich; *By WebEx*: Mayor Rosenberg, Alfonso, Buckner, Stratz

Discussion and possible action on amending Section 10.01.025 Establishment of certain traffic limitations and rules

Rasmussen noted that the last couple of months the committee has had spirited discussions on traffic controls, stop signs and traffic volumes. When Parking and Traffic was dissolved the goal was to remove politics from the placement of traffic control. We are still asked to make decisions dependent upon Engineering's expertise. We are put in the middle between neighbors and engineers. We do not have the skill set to engineer anything. Some municipalities delegate the placement and modification of traffic signals to the City Engineer. The Council would still get a report on an annual basis on any adjustments made. We would still be able to amend parking regulations. Engineering has a set of standards to follow. When we deviate from those standards we can create liability for the City. She often feels the committee is pitted against one another or pitted against our engineers. We try to battle out decisions to try to solve a problem. If we employ the standards properly it can be taken care of by staff and we can leave the politics out. This would delegate authority to place traffic signals or adjust traffic signals to the City Engineer. He would evaluate, look at traffic data, look at the standards and make a decision. Every year he would report back on changes made during the year. As a committee it doesn't do anything for working relationships to brawl out these decisions.

Neal is not against this for the most part. He is concerned about close calls, such as 10th and Stark, and not being able to have a voice on behalf of constituents. He asked if the committee would come into play if there is a traffic count done and it is close. Rasmussen said the City Engineer would make a consistent decision that employs the standards every time. He would have the traffic data and standards to back up the decision, which would eliminate the politics from it. The decision, based on the guidelines, would be outside of alder control. In the past Parking and Traffic created situations where we have signs where they do not belong. We cannot take one intersection that violates the standards and is knowingly wrong and use it as leverage to make another wrong decision. The placement of traffic controls is a scientific process based on traffic movements. The committee is not trained on that, yet the decision falls to us. We take the feedback from people who are trained. Depending on how much public sentiment surrounds an issue, we sometimes feel like we are obligated to throw that advice out. She feels like we need a consistent process where someone who is trained to do this is the one making the decision every time.

Ryan noted the intersection of 4th and Callon where visibility issues existed. Neighbors came together and brought it to Parking and Traffic where a four-way stop was approved. She feels in areas where there is a lot of pedestrian traffic the committee should make decisions on stop signs. Sometimes there may be other factors so she would still prefer to have alderpersons in the decision making.

Wadinski feels this is a great idea. These decisions should go to the people who know what they are doing and this committee can get on to other pertinent business. However, he questioned if there could be some alternative for Council to get involved if they need to. Such as possibly bringing an item to Council and requiring two-thirds vote or if over 50% of the residents in the area petition. Per Rasmussen, the trouble with Parking and Traffic was it became a stage for political decisions. Residents were told to petition for a change. It happened in her district and it did not solve anything. It created a situation where the neighbors were happy but it also created two new problems. She would like to leave the decision to the people who know the standards. MUTCD standards do require evaluation of vehicular and pedestrian conflict. Alders can always request for an area to be studied.

Wadinski stated that most of the time citizens want something done but do not realize how it will affect everyone else. Even if there is not an option for Council to override the decision, he still feels it is a great idea. Rasmussen feels it would allow the committee to focus on big issues and bigger decisions. Rasmussen would support a larger

solution that addresses speeding traffic by possibly creating a traffic enforcement bureau whose focus is on problem solving speeding. She has contacted the Police Chief and Deputy Police Chief to consider the idea and provide feedback on feasibility and cost. They intend to meet next week and see where it goes.

Alfonso explained that the Manual of Traffic Control Devices (MUTCD) is a document issued by the Federal Highway Administration of the United States Department of Transportation. It specifies the standards for traffic signs, surface markings, and signals; how they are designed, installed and used. In the US, all traffic control devices must substantially and legally conform to these standards. The Wisconsin MUTCD substantially conforms to the federal requirements. It is imposed upon us to follow by our state legislature. The manual is supported by a number of engineering and traffic organizations throughout the country. It is based on scientific and engineering studies that support the rules in the manual. Not following the rules can cause accidents. Some standards have things that can be interpreted one way or the other. Not following the manual where there is a clear statutory mandate does pose potential liability. She noted the traffic control lieutenant in 2014 spoke with the State Department of Transportation. They cautioned if a federally funded project goes against the MUTCD guidelines, the project may not be eligible for funding. On County Road N several years ago an advance warning sign was not properly placed and a judgement resulted against the township because of a crash.

Neal completely agrees with the intent and spirit of what Alfonso said. He supports being data driven but is concerned how the data is sometimes compiled. 10th and Stark showed similar traffic volumes during a short period of time, during a pandemic, during a time when schools were closed, and during a time when no football games were being played. All would impact traffic. Unless he know Engineering will take these kinds of things into play, he cannot support it. He knows 10th Street would have surpassed Stark Street in volume if it had not been for the temporary situation in society. He doesn't like relinquishing input and impact on something that is not clear cut.

Rasmussen said going forward the committee would delegate the authority to Wesolowski. That does not mean Alders cannot have a conversation with Wesolowski about what is going on in the neighborhood. Neighbors offering feedback is often how problems get solved. There is nothing that says we cannot conduct multiple traffic studies should the need arise.

Per Neal, the first study done on Stark, only Stark Street traffic was measured and there was no comparison to 10th Street due to a breakdown in equipment. It was an incomplete report. He wants to make sure we have the ability to influence robust studies that reflect reality and not just a 6 day snapshot. Lindman said staff is happy to gather information anytime they want something looked at. The more information and data staff has makes it easier to make recommendations.

Larson has mixed feelings. In the situation at 8th and Bopf, the MUTCD numbers did not match but the speed study clearly showed the corner needs attention. Rasmussen said this is the trouble with not having a traffic bureau. Enforcement happens as the sector patrol has time. We complain to the PD but they can only do so much. In her experience, when tickets are issued the word gets out and behavior is modified. The presence sometimes is enough. If we can create a traffic focused resource unit within the Police Department, it may eliminate the requests for all of this. You may see less neighborhood groups asking for stop signs. The solution is not in sign placement but better enforcement.

Wadinski moved to approve. Seconded by Neal.

Ryan has attended different traffic meetings over the years and realizes it gets into details. Some Council members may not have interest in the level of details and may just rubber stamp. Wadinski feels Council members do their duty.

There being a motion and a second to approve, motion carried 3-2 with Larson and Ryan the dissenting votes.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Capital Improvements and Street Maintenance Committee and
Common Council

From: Tara G. Alfonso, Asst. City Attorney 

Date: October 30, 2020

Re: Comments on Amending Section 10.01.025 Establishment of Certain Traffic Limitations
and Rules to Delegate Certain Authority to City Engineer and Various Amendments or
Repeal of Ordinances Set Forth in ch. 10.52, Traffic Division

- This office was requested to bring a draft ordinance forward for discussion that delegates the establishment of traffic limitations and rules governing the movement and direction of vehicle traffic to the City Engineer.
- The draft ordinance that is presented provides for the City Engineer to establish such limitations and rules as: stopping, yielding right of way, turning limitations (e.g., no left turn, no right turn on red, no U-turns), and the establishment of one-way streets and alleys. The draft ordinance does not propose to delegate the establishment of parking rules and limitations as presently most of the changes that have recently occurred have concerned the city downtown or river district which involve a multitude of considerations beyond simply traffic movement and direction.
- Decisions of the City Engineer are required to conform to the uniform traffic control devices manual as mandated pursuant to Wis. Stat. §349.065, and to be based upon sound and accepted traffic engineering practices.
- The draft ordinance further provides that the City Engineer would provide a written report to the common council on a semi-annual basis of all traffic limitations concerning the movement and direction of traffic established or amended by the City Engineer.
- Delegation of the foregoing authority to the City Engineer brought to light additional amendments, or repeal of certain ordinances, set forth in chapter 10.52 Traffic division, needed to avoid internal conflict within the City Municipal Code. Additionally, several existing provisions imposing requirements or duties on the traffic division are beyond the expertise or training of the traffic division but rather lies within the expertise and training of the City Engineer. Other provisions do not reflect the actual administrative or policing practices of the Wausau Police Department. ***With the exception of section 10.52.140 which would need to remain in the code because of the various authorities contained therein currently residing with the Capital Improvements and Street Maintenance Committee,*** these provisions should be amended or repealed regardless of whether the proposed ordinance delegating authority to the City Engineer is passed and are therefore contained in a separate ordinance.

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

Amending Section 10.52.020 Police administration, Section 10.52.040 Police to investigate accidents and receive accident reports, Section 10.52.050 Traffic division to keep and use a driver file; and repealing Section 10.52.070 Official traffic control devices, Section 10.52.080 Designating crosswalks, safety zones and traffic lanes, Section 10.52.090 Designating no left turns and methods of turns, Section 10.52.100 Zones of quiet and play streets, Section 10.52.110 Loading zones, Section 10.52.120 Designating public carrier stands, Section 10.52.130 Determining certain parking limitations, Section 10.52.140 Erection of official traffic signs and signals.

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: None

File Number: 16-0311

Date Introduced: December 8, 2020

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

Add ()

Delete (—)

Section 1. That Section 10.52.020 Police administration, is hereby amended as follows:

Section 10.52.020 Police administration.

...

(b) ~~It is the duty of the~~ The traffic division, with such aid as may be rendered by other members of the Police Department or other City departments, ~~to~~ will enforce the street traffic regulations of this City, ~~to~~ make arrests ~~or issue citations as appropriate~~ for traffic violations, ~~to~~ investigate reported accidents, ~~to determine the installation and proper timing of traffic control devices, to conduct engineering analyses of accidents and to devise remedial measures, to conduct engineering investigations of traffic conditions, and to cooperate with the City officials and the Capital Improvements and Street Maintenance Committee in the development of ways and means to improve traffic conditions and to carry out the additional powers and duties imposed by ordinances of this~~ in the City.

Section 2. That Section 10.52.040 Police to investigate accidents and receive accident reports, is hereby amended as follows:

Section 10.52.040 Police to investigate accidents and receive accident reports.

(a) ~~It is the duty of the~~ The traffic division will ~~to~~ investigate reported traffic accidents and ~~to~~ arrest and ~~or otherwise~~ obtain prosecution of those persons guilty of violations of law causing or contributing to such accidents ~~as appropriate~~.

...

(c) Whenever the accidents at any particular location become numerous, the division may refer information related to such accidents to the city engineer for a traffic engineering study to determine whether any appropriate remedial measures might be implemented. ~~studies of such accidents shall be made and remedial measures determined.~~

Section 3. That Section 10.52.050 Traffic division to keep and use a driver file, is hereby amended as follows:

Section 10.52.050 Traffic division to keep and use a driver file.

(a) The traffic division shall maintain a suitable record of all traffic accidents, warnings, arrests, convictions, and complaints, ~~in which the same shall be filed alphabetically under the name of the driver concerned.~~

~~(b) The department shall study the cases of all the drivers charged with frequent or serious violations of the traffic laws or frequently involved in traffic accidents or any serious accident, and shall attempt to discover the reasons therefore, and shall take whatever steps are lawful and reasonable to prevent the same or have the licenses of such persons suspended or revoked.~~

~~(c)~~ (b) The records shall accumulate until a five-year record is covered and thereafter such records shall be maintained complete for the most recent five-year period.

Section 4. That Section 10.52.070 Official traffic control devices, is hereby repealed.

Section 5. That Section 10.52.080 Designating crosswalks, safety zones and traffic lanes, is hereby repealed.

Section 6. That Section 10.52.090 Designating no left turns and methods of turns, is hereby repealed.

Section 7. That Section 10.52.100 Zones of quiet and play streets, is hereby repealed.

Section 8. That Section 10.52.110 Loading zones, is hereby repealed.

Section 9. That Section 10.52.120 Designating public carrier stands, is hereby repealed.

Section 10. That Section 10.52.130 Determining certain parking limitations, is hereby repealed

Section 11. That Section 10.52.140 Erection of official traffic signs and signals, is hereby repealed

Section 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 12, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Wadinski; *by WebEx*: Ryan, Neal

Also Present: Lindman, Wesolowski, Niksich; *By WebEx*: Mayor Rosenberg, Alfonso, Buckner, Stratz

Discussion and possible action on amending Section 10.52.020 Police administration, Section 10.52.040 Police to investigate accidents and receive accident reports, Section 10.52.050 Traffic division to keep and use a driver file; and repealing Section 10.52.070 Official traffic control devices, Section 10.52.080 Designating crosswalks, safety zones and traffic lanes, Section 10.52.090 Designating no left turns and methods of turns, Section 10.52.100 Zones of quiet and play streets, Section 10.52.110 Loading zones, Section 10.52.120 Designating public carrier stands, Section 10.52.130 Determining certain parking limitations, Section 10.52.140 Erection of official traffic signs and signals

Neal moved to approved. Seconded by Wadinski. Motion carried 4-1 with Ryan the dissenting vote.



Office of the City Attorney

TEL: (715) 261-6590

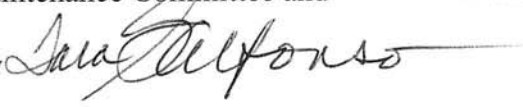
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Capital Improvements and Street Maintenance Committee and
Common Council

From: Tara G. Alfonso, Asst. City Attorney 

Date: October 30, 2020

Re: Comments on Amending Section 10.01.025 Establishment of Certain Traffic Limitations
and Rules to Delegate Certain Authority to City Engineer and Various Amendments or
Repeal of Ordinances Set Forth in ch. 10.52, Traffic Division

- This office was requested to bring a draft ordinance forward for discussion that delegates the establishment of traffic limitations and rules governing the movement and direction of vehicle traffic to the City Engineer.
- The draft ordinance that is presented provides for the City Engineer to establish such limitations and rules as: stopping, yielding right of way, turning limitations (e.g., no left turn, no right turn on red, no U-turns), and the establishment of one-way streets and alleys. The draft ordinance does not propose to delegate the establishment of parking rules and limitations as presently most of the changes that have recently occurred have concerned the city downtown or river district which involve a multitude of considerations beyond simply traffic movement and direction.
- Decisions of the City Engineer are required to conform to the uniform traffic control devices manual as mandated pursuant to Wis. Stat. §349.065, and to be based upon sound and accepted traffic engineering practices.
- The draft ordinance further provides that the City Engineer would provide a written report to the common council on a semi-annual basis of all traffic limitations concerning the movement and direction of traffic established or amended by the City Engineer.
- Delegation of the foregoing authority to the City Engineer brought to light additional amendments, or repeal of certain ordinances, set forth in chapter 10.52 Traffic division, needed to avoid internal conflict within the City Municipal Code. Additionally, several existing provisions imposing requirements or duties on the traffic division are beyond the expertise or training of the traffic division but rather lies within the expertise and training of the City Engineer. Other provisions do not reflect the actual administrative or policing practices of the Wausau Police Department. ***With the exception of section 10.52.140 which would need to remain in the code because of the various authorities contained therein currently residing with the Capital Improvements and Street Maintenance Committee,*** these provisions should be amended or repealed regardless of whether the proposed ordinance delegating authority to the City Engineer is passed and are therefore contained in a separate ordinance.

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Creating Section 17.10.030 Third party inspections and reporting systems; amending Section 17.08.010 Codes adopted, Section 17.10.010 Fees designated, Section 17.12.020 Approved, Section 17.16.010 Authority to enter premises, Section 17.16.030 Investigation of fires, Section 17.16.050 Annual report, Section 17.16.060 Modifications, Section 17.16.080 New materials, processes or occupancies which may require permits, Section 17.16.090 Fire equipment on private property, Section 17.20.010 Permissions granted—Limitations, Section 17.20.020 Approval before issuance, Section 17.24.010 General prohibition on outdoor burning and refuse burning, Section 17.24.020 Open fire and burning allowed by permit, Section 17.40.010 Orders to eliminate, Section 17.48.010 Inspection of exits, Section 17.49.010 Tents, Section 17.49.030 Access boxes, Section 17.49.060 Fireworks/pyrotechnics

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 20-1205

Date Introduced: December 8, 2020

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

Add ()

Delete ()

Section 1. That Section 17.08.010 Codes adopted, is hereby amended to read as follows:

17.08.010 Codes adopted.

....

- (a) ~~Comm 5—Credentials;~~ SPS 305 – Licenses, Certifications and Regulations;
- (b) ~~Comm 7—Explosive Materials;~~ SPS 307 – Explosives and Fireworks;
- (c) ~~Comm 9—Manufacture of Fireworks;~~ SPS 314 – Fire Prevention;
- (d) ~~Comm 10—Flammable and Combustible Liquids;~~ SPS 316 – Electrical;
- (e) ~~Comm 14—Fire Prevention;~~ SPS 318 – Elevators, Escalators and Lift Devices;
- (f) ~~Comm 16—Electrical;~~ SPS 328 – Smoke Detectors and Carbon Monoxide Detectors;
- (g) ~~Comm 18—Elevators;~~ SPS 330 – Fire Department Safety and Health;

- (h) ~~Comm 28—Smoke Detectors;~~ **SPS 361-366 Commercial Building Code;**
- (i) ~~Comm 50-64—Building and Heating, Ventilation, and Air Conditioning (built prior to July 1, 2002);~~ **SPS 375-379 Buildings Constructed Prior to 1914;**
- (j) ~~Comm 61-65—Wisconsin Commercial Building (built on or after July 1, 2002);~~ **NFPA 1 – Fire Prevention Code;**
- (k) ~~Comm 66—Uniform Multifamily Dwellings (built prior to July 1, 2002);~~ **NFPA 54 – National Fuel Gas Code;**
- (l) ~~Comm 70—Historic Building;~~ **NFPA 58 – Liquefied Petroleum Gas Code; and**
- (m) ~~Comm 75-79—Existing Buildings;~~ **NFPA 101 – Life Safety Code.**
- (n) ~~NFPA 1—Fire Prevention Code;~~
- (o) ~~NFPA 54—National Fuel Gas Code;~~
- (p) ~~NFPA 58—Liquefied Petroleum Gas Code; and~~
- (q) ~~NFPA 101—Life Safety Code.~~

Section 2. That Section 17.10.010 Fees designated is hereby amended to read as follows:

17.10.010 Fees designated.

....

(a) ~~Department of Commerce~~ **Department of Safety and Professional Services (DSPS)** petition for variance.

....

~~(b) Aboveground/underground storage tank(s) inspection for removal and/or installation of tanks not covered by Department of Commerce codes.~~

- ~~(1) Initial permit fee~~
- ~~(2) Tank removals and/or installations (per tank)~~
- ~~(3) Tank installation or lining fees:~~

~~Plan examination:~~

~~1st tank system/component _____ x \$35 = \$~~

~~2nd through 10th system/component~~

~~(Max. = \$150 for 11 or more) _____ x \$10 = \$~~

~~Total plan examination fees \$~~

~~Site inspection:~~

~~\$50.00 for each tank system/component~~

~~(Min. = \$100; Max. = \$1,700) _____ x \$50 = \$~~

~~Line tanks (includes inspection fee) per submission x \$65 = \$~~

~~New construction/conversion to self-service,
key-card code per submission x \$78 = \$~~

~~(c) — Aboveground/underground storage tank inspections.~~

~~(1) — Fees for addition of upgrade for leak detection, spill protection, overfill protection, corrosion protection:~~

~~Plan examination\$22.00~~

~~Site inspection50.00~~

~~Revision of previously approved plan (Plan No. _____)22.00~~

~~(2) — Fees for system upgrades in conjunction with the addition of piping and/or tank(s) in systems under 5,000 gallons shall be:~~

~~Installation plan review\$35.00~~

~~Site inspection100.00~~

~~Upgrade plan review22.00~~

~~Site inspection50.00~~

~~Total\$~~

~~(d) — Temporary or permanent L.P. installations of 250 gallon to 2,000 gallon W.C. — commercial and/or industrial site (one and two family residential and agricultural installations are not excluded)50.00~~

...

Section 3. That Section 17.10.030 is hereby created to read as follows:

17.10.030 Third party inspections and reporting systems.

(a) Inspections and maintenance required.

(1) The owner of the property where any device, equipment, alarm, system, and any other feature is required for compliance of the provisions of this Title or is otherwise installed on the property shall cause maintenance, testing, and inspections of all such devices, equipment, alarms, systems, and features in accordance with this Title and applicable referenced standards and specified intervals. If following inspection and testing, any device, equipment, alarm system, and any other feature does not meet manufacturer's specifications or fails to perform as intended, then it shall be repaired or replaced in accordance with subsection (e), below.

(2) Maintenance, testing, and inspections shall include, without limitation, the following:

Fire Protection Measure

- a. Automatic Fire Sprinkler System
- b. Commercial Hood Cleaning
- c. Commercial Kitchen Hood System
- d. Emergency Generator
- e. Fire Alarm System
- f. Fire Doors
- g. Fire Pumps
- h. Foam System (including 5 yr test)
- i. Private Hydrant System
- j. Smoke Control System
- k. Special Suppression System
- l. Spray Booth
- m. Standpipe (including 5 yr hydrostatic test)

- (3) Testing of all backflow prevention assemblies installed and maintained per NFPA.

(b) Qualifications of inspectors.

Only qualified personnel shall make inspections or perform testing required by the current edition of State of Wisconsin Fire Prevention Code and the adopted provisions of technical codes. Qualified personnel shall include, but not limited to:

- (1) Personnel who are factory-trained and certified for the type and brand of device, equipment, alarm, system, or feature being inspected or tested;
- (2) Personnel who are certified by a nationally recognized certification organization approved by the City;
- (3) Personnel who are registered, licensed, or certified by the State of Wisconsin or the City of Wausau to perform the required inspections and testing; or
- (4) Personnel of the Fire Department.

(c) Reporting of inspections and tests.

The City may retain a third-party person or entity to gather inspections records, to act as a repository for inspection and testing records (“designated electronic reporting system”) in the same manner as the City otherwise would act consistent with the City’s authority to require the submission of inspection and testing records. Records of all installations, inspections, tests, and maintenance required by this Title shall be provided electronically to the City’s designated electronic reporting system. Completed records shall be submitted no later than fifteen (15) days following the applicable installation, inspection, test, and maintenance. The submitted report shall contain all information required by the City’s designated electronic reporting system. The third-party person or entity may directly charge the owner of property for these services a reasonable fee for these services, with the amount to be approved periodically by the Common Council through an appropriate

Resolution. This fee shall be paid by the property owner in the same manner as would be required if the City was performing these services itself.

(d) Retention of records.

Records of any device, equipment, alarm, and system inspections, tests, and maintenance required by the current editions of the Wisconsin Fire Prevention Code and the adopted provisions of technical codes shall be maintained on the premises for a minimum of three (3) years following the date of any inspection, test, and maintenance, and shall be copied to the fire department and its contractors pursuant to either the provisions of the Municipal Code or upon the request of the Fire Chief or their designee.

(e) Repairs.

- (1) If any device, equipment, alarm, system, or any other feature fails its inspection or operational test, repairs shall be made immediately. If repairs cannot be made immediately, the Fire Department shall be notified in case Fire Watch procedures need to be implemented. The property owner shall make all necessary repairs to make the item fully operational. Defective parts must be replaced with manufacturer approved parts. If repair is not possible, the item must be replaced with devices, equipment, alarms, systems, and features in accordance with all applicable Codes and applicable referenced standards. Completed records shall be submitted no later than fifteen (15) days following the applicable maintenance, repair, or replacement. The submitted report shall contain all information required by the City's designated electronic reporting system.
- (2) Additional inspections and testing may be required of the repaired or replaced device, equipment, alarm, system, or other feature upon the request of the Fire Chief or their designee.

Section 4. That Section 17.12.020 Approved is hereby amended to read as follows:

17.12.020 Approved.

Approved means accepted by the Chief of the Fire Department as a result of ~~his~~ **the Chief's** investigation and experience, or by reason of test, listing or approval by Underwriters Laboratories, Inc., The National Bureau of Standards, the American Gas Association Laboratories or other national recognized testing authorities.

Section 5. That Section 17.16.010 Authority to enter premises is hereby amended to read as follows:

17.16.010 Authority to enter premises.

The Chief of the Fire Department, or any subordinate designated by ~~him~~ **the Chief**, may, at all reasonable hours, enter any building or premises within ~~his~~ **the Chief's** jurisdiction for the purpose of making any inspection, or investigation which, under the provisions of this Code ~~he or~~ they may deem necessary to be made. Private dwellings shall not be entered without the consent or permission of an adult occupant.

Section 6. That Section 17.16.030 Investigation of fires is hereby amended to read as follows:

17.16.030 Investigation of fires.

- (a) The Chief of the Fire Department shall investigate ~~cause, origin~~ **origin and cause** and circumstances of every fire occurring in the City which is of suspicious nature or which involves loss of life or injury to persons or by which property has been destroyed or substantially damaged. Such investigations shall ~~be begun~~ **begin** immediately upon the occurrence of such a fire by the Fire Officer in whose district the fire occurs, and, if it appears that such fire is of suspicious origin, the Chief of the Fire Department shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters, and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case.

....

Section 7. That Section 17.16.050 Annual report is hereby amended to read as follows:

17.16.060 Modifications.

The Chief of the Fire Department shall have power to modify any of the provisions of the fire prevention code upon application in writing by the owner or lessee, or ~~his~~ **the Chief's** duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Chief of the Fire Department thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

Section 8. That Section 17.16.080 New materials, processes or occupancies which may require permits is hereby amended to read as follows:

17.16.080 New materials, processes or occupancies which may require permits.

The Mayor, the Chief of the Fire department and the City Engineer shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies, which shall require permits, in addition to those now enumerated in this Code. The Chief of the Fire Department shall post such a list in a conspicuous place in ~~his~~ **the Chief's** office and in the office of the Clerk, and may distribute copies thereof to interested persons.

Section 9. That Section 17.16.090 Fire equipment on private property is hereby amended to read as follows:

17.16.090 Fire equipment on private property.

The Fire Department, through its authorized representative, must approve all fire hydrants, stand pipes and sprinkler systems for commercial, industrial or institutional buildings or properties. A permit must be issued before such equipment may be installed. Hydrants to be used on such properties shall be a nonjacket type, five-inch valve opening with two, two and one-half inch and one, four-inch connections, with threads to be TP7532. The hydrant must open to the right with a Wausau standard operating nut. The main valve gasket shall be leather. Hydrants are to be placed with seven feet of earth cover and sufficient drainage bedding to allow hydrant to drain dry. Stand pipes or sprinkler connections for fire protection, internal or external, shall be ~~two and one-half inch diameter~~ **five inch diameter Storz connection** and shall have national standard couplings. Connection points shall be between three feet and four feet above the finished property grade.

Section 10. That Section 17.20.010 Permissions granted—Limitations is hereby amended to read as follows:

17.20.010 Permissions granted—Limitations.

A permit shall constitute permission to conduct the activity authorized by the Chief of the Fire Department or ~~his~~ **the Chief's** designee. Such permit does not take the place of any license required by law.

Section 11. That Section 17.20.020 Approval before issuance is hereby amended to read as follows:

17.20.020 Approval before issuance.

Before a permit may be issued, the Chief of the Fire Department, or ~~his~~ **the Chief's** assistants, shall inspect and approve the receptacles, vehicles, building or storage places to be used. In cases where laws or regulations enforceable by departments other than the Fire Department are applicable, joint approval shall be obtained from all departments concerned.

Section 12. That Section 17.24.010 General prohibition on outdoor burning and refuse burning is hereby amended to read as follows:

17.24.010 General prohibition on outdoor burning and refuse burning.

....

- (a) Cooking with gas or charcoal on portable or permanent grills. For all multi-family dwellings of three or more separate occupancies, the use of an open or closed outdoor cooking fire, charcoal, or propane cooking device or any open-flame device is prohibited within ~~15~~ **10** feet of the structure or above the ground floor. Smoke from cooking grills shall not create a nuisance for neighboring property owners.

....

Section 13. That Section 17.24.020 Open fire and burning allowed by permit is hereby amended to read as follows:

17.24.020 Open fire and burning allowed by permit.

....

- (15) No recreational fire shall be started or allowed to continue unless the permit can be produced and shown to ~~anyone who requests to see it~~ any Officer of the Fire or Police Departments.

....

Section 14. That Section 17.40.010 Orders to eliminate is hereby amended to read as follows:

17.40.010 Orders to eliminate.

....

- (d) Accumulations of dust or waste material in air conditioning handling systems or of grease in kitchen exhaust ducts;

....

Section 15. That Section 17.48.010 Inspection of exits is hereby amended to read as follows:

Section 17.48.010 Inspection of exits.

Not more than 90 minutes prior to the scheduled commencement of any noncontinuous activity, event, performance, show, meeting, function, or other occasion for which persons will gather at a Class A or B commercial place of assembly (as defined in the 2006 2012 Edition of the Life Safety Code - NFPA No. 101 ^[1]), the owner (or designee pursuant to written authority, instructions or procedures), shall inspect every required exit, ways of approach thereto, and way of departure therefrom. If such inspection reveals that any required means of egress is obstructed, inaccessible, locked, fastened, or otherwise unsuited for immediate use, the scheduled program shall not begin, nor shall admittance to the place of assembly be permitted, until necessary corrective action has been completed.

Section 16. That Section 17.49.010 Tents is hereby amended to read as follows:

Section 17.49.010 Tents.

....

- (c) *Tents for assembly to conform to recognized safe practices.* The design, construction, flame proofing, location, maintenance and use of tents for assembly shall be in accordance with ~~Comm 14~~ **SPS 314**. Compliance with the American Standard of Outdoor Assembly, Grandstands and Tents, as adopted by the National Fire Protection Association, shall be considered as prima facie evidence of compliance with such recognized safe practices.

Section 17. That Section 17.49.030 Access boxes is hereby amended to read as follows:

Section 17.49.030 Access boxes.

....

- (b) Elevator key boxes shall be of the Fire Department-approved type (Knox® brand) and shall be installed in a Fire Department-approved location as required by Wisconsin Administrative Code, ~~Ch. Comm 18~~ **SPS 318**.

Section 18. That Section 17.49.060 Fireworks/pyrotechnics is hereby amended to read as follows:

Section 17.49.060 Fireworks/pyrotechnics.

- (a) There shall be no indoor or outdoor display of fireworks/pyrotechnics within the City of Wausau without a permit from the Fire Department. These permits may be obtained at the ~~Central Fire Station 606 East Thomas Street~~ **Wausau City Clerk's Office, 407 Grant Street**, during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. An Officer of the Fire Department must inspect the fireworks/pyrotechnics before they are used. A fee as provided in section 3.40.010(a) will be charged for each permit.

....

Section 19. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 20. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 16, 2020, at 5:15 pm, (Council Chambers)

Members Present: *In person:* Rasmussen, Herbst, Peckham; *By WebEx:* Wadinski;

Members Excused: McElhaney

Others Present: Alfonso, Bliven, Pauls, Goede, Rosenberg, Van Krey, Barteck, Stahl, Kariger, Watson

Discussion and possible action regarding Ordinance Creating Section 17.10.030 Third party inspections and reporting systems; amending Section 17.08.010 Codes adopted, Section 17.10.010 Fees designated, Section 17.12.020 Approved, Section 17.16.010 Authority to enter premises, Section 17.16.030 Investigation of fires, Section 17.16.050 Annual report, Section 17.16.060 Modifications, Section 17.16.080 New materials, processes or occupancies which may require permits, Section 17.16.090 Fire equipment on private property, Section 17.20.010 Permissions granted—Limitations, Section 17.20.020 Approval before issuance, Section 17.24.010 General prohibition on outdoor burning and refuse burning, Section 17.24.020 Open fire and burning allowed by permit, Section 17.40.010 Orders to eliminate, Section 17.48.010 Inspection of exits, Section 17.49.010 Tents, Section 17.49.030 Access boxes, Section 17.49.060 Fireworks/pyrotechnics

Shahn Kariger, Fire Inspector, explained the compliance engine is a simple internet based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment to which third party contractors that inspect, test and maintain fire protection systems submit the reports via a web portal directly to the Fire Department facilitating a more efficient review, tracking and follow up process with occupants to correct deficiencies and maintain systems. In addition to the web based technology, the services include a team to administer hard and soft copy notifications, perform follow up calls to increase testing and maintenance activity within the jurisdiction. He stated the end result is a comprehensive and accurate aggregation of data. The Fire Chief will be better equipped to do more with less in a mission to drive 100% code compliance with the fire and life safety laws.

Kariger explained once the compliance engine is adopted, all of the contractors within the state that do any business in the Wausau area will be contacted and informed. These contractors will be required to upload their reports from performing a testing or service and the information is recorded. He commented we currently only get bits and pieces and don't really know when things are done until we go do inspections, but with this program we can look at any property to see what has been tested and if there are any issues that need follow up prior to going there. He noted this is free to the city and all the businesses. The third party contractors that perform the service have to pay a \$15 fee when they upload per report, which is typically on an annual basis. *Discussion followed.*

Motion by Peckham, second by Herbst to approve the participation and the compliance engine. Motion carried 4-0.



Memorandum

From: Brian Stahl & Shahn Kariger, Fire Inspectors
To: Public Health & Safety
Date: November 12, 2020
Subject: Adoption of Compliance Engine Software and Title 17 updates

Purpose: To discuss the impact of a third party reporting and record retention service as well as the correction of some language in "Title 17" of the City ordinance.

Recommendation: That you approve the following:

1. We recommend the adoption of The Compliance Engine by Brycer which is a proactive compliance solution application and service. The Compliance Engine (TCE) will help the Wausau Fire Department reduce their time spent in administering fire code requirement, increase their ability to enforce and verify compliant fire protection systems, and strengthen the protection for its citizens and visitors. TCE is a web-based technology service and analytic suite that helps fire prevention bureaus proactively drive fire code compliance and ensure safer communities. Fire Code professionals use TCE to efficiently manage and maximize the inspection, testing, and maintenance of fire protection systems by third party inspection companies.
2. Title 17 updates to reflect changes at the state department level which had been known as department of commerce or COMM, now known as Department of Safety and Professional Services or DSPS and now SPS codes. Further, the language regarding the Fire Chief had been referred to he, his or him and has now been updated to they, their, them or the Chief.

Facts OR Considerations regarding TCE:

1. Background:
At the time of our research in July, 2020, 67 departments in Illinois had adopted TCE. Several of the large departments throughout the US have adopted TCE including Chicago (7 years), Los Angeles (5 years), Austin, TX (5 years) and TCE is currently working with FDNY and OK City to implement the service. Studies regarding TCE effectiveness were done by Austin FD and LAFD which are available for review.
Since gathering the initial information, 46 more departments have adopted TCE including, Riverside Fire District, South Area Fire District, Stevens Point, Sheboygan and Two Rivers Fire Department.

2. Discussion:

Contact was made with the Brycer people regarding emails the WFD inspectors had been receiving with information of who had recently adopted the Compliance Engine. I had requested information from Brycer regarding the fire departments in Wisconsin who had adopted it and one of their reps promptly replied with a list of contacts. A group email was sent to all those involved which included Chiefs, Deputy Chiefs and Fire Marshals throughout Wisconsin. The responses began coming in with the experiences being overwhelmingly positive and the general consensus being that they wished they had started it sooner.

3. History:

Currently the Fire Inspectors are visiting businesses on a semi-annual basis conducting fire inspections to enforce code compliance. Sometimes we are the yearly reminder to get the fire prevention systems up to date as many of them are past due when we arrive. There is an order to correct which allows them a certain amount of time to bring the system up to code. Often times another visit is required to follow up on compliance.

4. Process:

TCE will contact all licensed contractors in the area providing services, inform them that the Wausau Fire Department has adopted The Compliance Engine and requires the upload of reports. There is a \$15 fee per report uploaded that is charged to the contractor. Reports typically submitted are- hood systems, sprinklers, paint booths, alarm systems, elevators and private hydrants. They do not do fire extinguishers. These reports are held for 7 years and are accessible at any time by Fire Inspectors.

Impact:

1. Adopting The Compliance Engine will save a significant amount of staff time and money by reducing additional visits or follow up inspections. There is no cost to the Fire Department, City of Wausau or business owners for this service.
2. There is increased compliance as a result of reminder letters and phone calls placed by TCE on behalf of the Fire Department. Contractors are back into the business on time and that increases their revenue.
3. This will allow Fire Inspectors to view all the uploaded reports in one location which otherwise has not been possible.

Coordination: There will be municipal code ordinance changes through city hall and the legal department. TCE works with city IT department to obtain all information necessary and transfer business information data. TCE support is reported to be exceptional.

Drafted by: Fire Inspector Shahn Kariger, Fire Department

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Authorizing the deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City of Wausau commercial properties and businesses for six (6) months to assist small businesses who request such during the COVID-19 pandemic emergency declaration.

Committee Action: ED: Approved 5-0
 FIN: *Pending*

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

File Number: 20-0315

Date Introduced: December 8, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the COVID-19 pandemic has, and will continue to, have a profound impact on businesses- especially those in the entertainment, restaurant, and craft economy sectors, and

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

WHEREAS, the Common Council approved a deferral of interest and principal payments on existing loans and ground lease payments at their April 14, 2020; and

WHEREAS, the effects of the pandemic have continued to have a detrimental impact on the economy and staff recommend extending the deferral period for at least another 6 months;

NOW THEREFOR BE IT RESOLVED, by the Common Council of the City of Wausau that City staff is authorized to approve deferral of interest and principal payments on existing City-provided loans and ground lease payments due to the City for six (6) months to assist businesses who request said deferment during the COVID-19 pandemic emergency declaration.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2021 through December 31, 2021

Committee Action: Pending

Fiscal Impact: Revenue payment of \$16,860 from Everest Metro Police Department

File Number: 12-1214

Date Introduced: December 8, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> Animal Control Fund
	<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> Annual Retirement
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source:</i> Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City of Schofield, Village of Weston and Town of Weston are parties to the Schofield/Weston Police Merger Agreement, executed October 4, 1993; and

WHEREAS, each jurisdiction has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Everest Metro Police Department (EMPD); and

WHEREAS, an agreement was entered into in 2020 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

WHEREAS, the EMPD desires to again contract with the CITY for the provision of certain animal control services to the three jurisdictions within which it provides law enforcement; and

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions set forth in the attached agreement; and

WHEREAS, EMPD will administer the agreement upon authorization by the governing bodies of Weston and Schofield.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau enter into an agreement for the contracting of such services to EMPD in substantial compliance with the material terms of the attached agreement for a term commencing January 1, 2021 and ending December 31, 2021.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute a contract for humane officer services with the Everest Metro Police Department.

Approved:

Katie Rosenberg, Mayor



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Lt. Melinda Pauls, Police Department

To: Finance Committee

Date: December 8, 2020

Re: Renewal of Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Purpose:

Requesting renewal of the one year Animal Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department.

Background:

The City of Wausau and Everest Metro Police Department have held an intergovernmental agreement since 2014. The agreement extends the Humane Officer's jurisdiction to areas covered by the Everest Metro Police Department and allows the Humane Officer to pick up stray dogs, impound animals or return them to the owner, and issue citations as appropriate. The Humane Officer may also investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119. The agreement further enables duties, investigations, abatement and exercise of powers related to animals as set forth in Wis. Stat. §§ 173.07, 173.09, 173.10, 173.11, and 173.13.

Impact:

Everest Metro shall pay \$16,860 to the City for the services provided in this Agreement. The City agrees that all funds paid by Everest Metro pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

Recommendation:

Department recommends approving the renewal of the one year contract.

**INTERGOVERNMENTAL HUMANE OFFICER
SERVICES AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
EVEREST METROPOLITAN POLICE DEPARTMENT**

THIS AGREEMENT, entered into this 1st day of January, 2021, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

WHEREAS, the CITY has appointed a Humane Officer certified pursuant to Wis. Stat. §173.05, who provides animal control services pursuant to Wis. Stat. Ch. 173 including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of stray animal population, restraint of dangerous animals, protecting persons from the dangers associated with animals at large, inhumane treatment of animals, and other related services; and

WHEREAS, EVEREST METRO is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within its territorial limits; and

WHEREAS, EVEREST METRO wishes to enter into an Agreement with the CITY for the providing of Humane Officer services as more fully hereinafter set forth; and

WHEREAS, CITY is agreeable to rendering such services on the terms and conditions as hereinafter enumerated; and

WHEREAS, the CITY and EVEREST METRO are authorized pursuant to Wis. Stat. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as police protection and public health and welfare.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SCOPE OF ANIMAL SERVICES**. Subject to the provisions hereinafter contained in this Agreement, the CITY shall provide the following animal control services to EVEREST METRO:
 - a. Pick up stray dogs; impound animals or returning them to the owner; and issue citations as appropriate.
 - b. Investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119.
 - c. Provide those duties, investigations, abatement and exercise those powers related to animals as set forth in Wis. Stat. §§173.07, 173.09, 173.10, 173.11, and 173.13.

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.
3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.
4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2021 ("Commencement Date") and terminate on December 31, 2021 ("Termination Date").
5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2021 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.
6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY'S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation Statutory Coverage

General Liability Insurance Coverage:

Bodily Injury – Per Person	\$ 500,000
– Per Occurrence	\$ 1,000,000
Property Damage – Per Occurrence	\$ 250,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Per Person	\$ 100,000
Per Occurrence	\$ 300,000
Property Damage	
Per Occurrence	\$ 50,000

b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.

7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Everest Metro Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

CITY:	EVEREST METRO
City of Wausau	Attn: Chief of Police
Attn: City Clerk	5303 Mesker Street
407 Grant Street	Weston, WI 54476
Wausau, WI 54403	

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. JURISDICTION. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.
14. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
15. IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

Katie Rosenberg, Mayor

Clayton Schulz, Chief of Police

Leslie Kremer, City Clerk

Mark Malone, Chairman – Everest Metro
Joint Finance Committee

EXHIBIT A

Call Type	Response Level (Immediate/Delayed)
Animal cruelty or neglect	Delayed--respond within 24 hours.
Domestic animal at-large	Immediate if in traffic or threat to any person(s) or property. Delayed- Response within eight (8) hours.
Found or unwanted animals to be picked up	Delayed-Train Officers to handle outside normal hours, if unavailable or specialized recover and transportation needs are required it may be necessary outside normal hours to call-in animal control staff.
Animal sanitation complaints	Delayed-Response within 24 hours
At-large animal that is sick, injured or in danger	Immediate
Aggressive animal	Immediate
Barking dogs	Delayed
Other animal noise complaints	Delayed
Animal attacks on other animals or people	Immediate
Deceased animals that pose no risk to safety	Delayed-Response within 24 hours.
Deceased animals that pose a risk to safety	Delayed-Response within 24 hours.
Other Calls not set forth herein.	Response shall be at the discretion of the Humane Officer.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing 2020 Budget Modification for the Wausau Police Department to purchase emergency preparedness equipment and radios	
Committee Action:	<i>Pending</i>
Fiscal Impact:	None
File Number:	19-1109
Date Introduced:	December 8, 2020

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Police Salaries</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$91,935</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the Wausau Police Department is projecting budget savings in 2020; and

WHEREAS, the police department has determined that additional equipment is required to respond to possible civil unrest and support firearm upgrades and radio replacement; and

WHEREAS, your Finance Committee has reviewed the request and recommends a 2020 budget modification to fund the purchase as follows:

110-36091110	Decrease	Patrol Wages	\$ 50,000
110-36091350	Decrease	Patrol Compensatory Time	\$ 41,935
110-30093531	Increase	Police Radio parts and supplies	\$ 18,935
110-30093490	Increase	Police Supplies	\$ 73,000

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to modify the 2020 budget as presented.

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

Katie Rosenberg, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

November 30, 2020

Re: Budget Modification

Summary

The police department is making three requests for equipment to be funded through 2020 budget modifications. The first request is in the amount of \$36,000 for less lethal munitions and equipment. The second request is in the amount of \$37,000 for a transition to a different caliber primary duty firearm. The third request is in the amount of \$18,935 for the purchase of five Motorola portable radios to finalize our transition from Tait radios that started in 2015.

We are currently projecting to be under budget by \$300,000 at the end of the year. Our budget surplus comes from several areas, but the majority is derived from savings in our overtime and personnel salary budgets. The overtime savings is largely correlated to the three months we operated within our emergency schedule when the Safer at Home order was put in place by the Governor. The personnel salary savings is a result of having vacant positions at various times throughout 2020.

Less Lethal Munitions

This year our state and our country has seen a significant amount of civil unrest in the aftermath of the killing of George Floyd. Our Mobile Field Force (MFF) Team has responded to numerous deployments around the state under mutual aid requests, including Madison, Milwaukee, Kenosha, and Wauwatosa. They gained valuable experience responding to both peaceful and violent crowds. The tactics and engagement of crowds vary depending on the level of violence encountered from the crowd.

In analyzing our current ability to respond adequately to a violent protest where destruction of public and private property is occurring and/or the physical safety of citizens or police is in jeopardy, we have identified the need for additional equipment. Lieutenant John Phillips is our lead Tactical Instructor and is the supervisor in charge of our MFF team. He has identified the following needs for emergency preparedness equipment:

1. 40mm Launchers with optics - \$4,918
2. 40mm Munitions - \$1,905
3. Pepperball Equipment - \$7,500
4. MK-9 OC - \$187.50
5. Instructor Costs - \$600

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain



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6. Gas Masks - \$20,000
7. Additional \$889.50 for unforeseen changes or price increases

This equipment is all considered “less lethal” equipment. While there has been a lot of political debate over the use of this equipment, I believe it is an essential tool to have at the ready in case violent protests erupt. These tools are termed “less lethal” because they reduce the likelihood that police officers will need to use lethal force in a violent confrontation. This equipment expands our ability to thwart people who are causing violence in our community. Utilization of this equipment requires very specific rules of engagement and cannot be used against crowds of people indiscriminately.

We will be available at committee and council meetings to answer questions. In addition, please do not hesitate to reach out personally to discuss any concerns prior to a meeting.

Firearm Transition

Many years ago, our department transitioned to Glock .40 caliber duty firearms. Over the last twenty years, Glock has created new generations of that .40 caliber firearm and we have upgraded our stock as we have had to purchase new firearms due to retirements of officers. Glock has recently announced the new Generation 5 .40 Glock firearm will be released soon. There are differences in this new generation firearm that will not be compatible with some of our current equipment. In addition to the announcement of changes, we have been evaluating a change to a 9mm Glock firearm and believe it is necessary to transition in the next 3-5 years.

Because we have a budget surplus in the 2020 budget, we believe it is reasonable to make this transition now. To be clear, we could wait 3-5 years prior to moving on this request and that would not hinder our ability to carry out our mission during that time period. If we wait to make this request, we would be in competition with other worthwhile projects in the city in our capital budget process.

A transition of the whole department at once is necessary so that we have consistency in training, repairing and cross-utilization of firearms. A piecemeal approach to the transition would mean that some officers carry a different caliber firearm, would need a different holster, and is not suitable for consistency throughout the department.

The transition to the Glock 9mm firearm now has the following advantages:

1. Allows us to have consistent firearm stock throughout the department. Every officer will have the same firearm. Magazines and ammunition are interchangeable.
2. No need to transition to new holsters (the new Generation 5 .40 caliber firearm would require new holsters)

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
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3. The 9mm has decreased recoil which aids in greater accuracy.
4. Higher capacity magazines.
5. Training ammunition is less expensive.

The cost estimate identified for the firearm transition of \$37,000 takes into account that we would be able to trade in our current stock of firearms. This trade-in value offsets approximately \$25,000 of cost to the city. The total expense of purchasing the new firearms and associated equipment will be a little more than \$60,000. After trading in our current equipment and receiving a credit of \$25,000, the final cost to the city will be \$37,000.

Motorola Portable Radios

The Wausau Police Department over the last five years has been replacing Tait portable radios with Motorola portable radios. The cost to replace the radios has been funded with CIP requests over multiple years. As the result of additional positions, and assignment changes, the Wausau PD is five radios short of completing this transition. Five additional Motorola radios will allow every sworn police officer to be assigned a Motorola portable radio.

The cost estimate for the purchase of five Motorola portable radios is \$18,935.00.

Five radios @ \$3,787.00 = \$18,935.00

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Ph. 715-261-7800

Budget Modification Request

The total modification request total is \$91,935.

- 1) Transfer \$50,000 from Patrol Wages (110 36091110) to Other Operating Supplies (110 30093490)
- 2) Transfer \$23,000 from Patrol Comp Pay (110 36091350) to Other Operating Supplies (110 30093490)
- 3) Transfer \$18,935 from Patrol Comp Pay (110 36091350) to Radio Parts and Supplies (110 300093531)

Thank you for your consideration,

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

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Patrol Captain

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing 2021 Budget Modification for the Wausau Fire Department to purchase an additional ventilator	
Committee Action:	<i>Pending</i>
Fiscal Impact:	\$16,700
File Number:	20-1109
Date Introduced:	December 8, 2020

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Fire Capital Projects</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$16,700</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> ☐		

WHEREAS, the Fire Department is had funds left over in their 2020 Laryngoscope replacement project; and

WHEREAS, the Fire Department is requesting to use these funds to acquire an additional ventilator; and

WHEREAS, the ventilator will not be received in until 2021 so they would also request that these funds be carried over to the 2021 budget; and

WHEREAS, your Finance Committee has reviewed the request and recommends a 2020 budget modification to fund the purchase of the additional ventilator from savings in the budget and carry these funds to the 2021 budget:

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to modify the 2021 budget to reflect the carryover of funds to the in the amount of \$16,700 in account 150-237598436 for the purchase of an additional ventilator.

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

Katie Rosenberg, Mayor



Memorandum

From: Tracey Kujawa, Fire Chief
To: Finance Committee
Date: December 2, 2020
Subject: Ventilator Purchase using CIP Reserves

Purpose:

To request to utilize \$16,700 left over from the 2020 CIP laryngoscope project for the purchase of an additional ventilator.

Recommendation:

The Wausau Fire Department would like to request to use remaining CIP dollars for the purchase of a third ventilator. We have a quote which indicates another ventilator, like the two we already have in service, would cost \$18,975. We would be able to provide the remaining budget for the purchase of this ventilator from our 2020 Operational Budget.

Facts OR Considerations:

We feel it is necessary to purchase a third monitor for several reasons. The most important reason is to ensure that we have the ability to provide excellent patient care to our community. With the onslaught of the pandemic we have realized an increasing need to use our ventilators because of the respiratory component attached to this virus. Our current ventilators are over eight years old and one of the two is not functional currently; it is being serviced waiting for parts. This leaves us with only one available which causes some anxiety; what if something would happen to this ventilator? We also have three frontline ambulances; currently one ventilator is on Medic 1 (which is currently out of service) with the second ventilator located on the Battalion Chief's response vehicle. If the ventilator is needed by any of the other ambulances they need to make the request for it to be delivered by the Battalion Chief. If a ventilator is required during a response, the condition of the patient is serious, so it would certainly be desirable if all three frontline ambulances were equipped with this life saving piece of equipment.

When we actually solicited support for the laryngoscope project last year, the laryngoscopes were more costly. Within just a few months technology changed and prices began to decrease so we waited until the end of this year to make this purchase so we could ensure the technology of this new type of laryngoscope was state-of-the-art. We were not only able to train with this new technology but actually used it in the field as well and its performance was exceptional and was purchased at 25% of the cost of the laryngoscopes we had originally intended on purchasing.

Impact:

Some redundancy with this type of equipment so we can ensure excellent patient care to our community. It would also allow some peace of mind in that our frontline ambulances have the appropriate equipment at their disposal when needed. We also would be using available CIP in a manner that we feel is very responsible and is addressing an equipment shortfall where the need continues to increase.

Drafted by: Tracey Kujawa, Chief

Cc: MaryAnne Groat, Finance Director, Lisa Rasmussen, Finance Committee Chair



Remittance Address:
PO Box 11476
Jackson, TN 38308
ccurlin@mmemed.com
Phone: 731.265.6742
Fax: 731.300.3535

Estimate

Date	Estimate #
11/30/2020	29317

Name / Address
City of Wausau Fire Department - EMS Jared Thompson 606 E. Thomas Street Wausau, WI 54403

Ship To
City of Wausau Fire Department - EMS Jared Thompson 606 E. Thomas Street Wausau, WI 54403

Est. Delivery	P.O. No.	Shipping Method	Internal	Terms	Sales Rep
TBD			P	Net 30	CCN
Item	Description	Qty	U/M	Rate	Total
CF19260-001	Ventilator, Carefusion ReVel Respiratory Ventilator, New -Comes complete with accessories and patient ready below - 12103-001 - Power Adapter - 13908-001 - PTV Main System Battery - 12695-002 - PTV Carry Case - PLM-434 - 15 Foot Green Oxygen Hose - 13897-001 - PTV FIO2 Cable Assembly - 13017-001 - FIO2 Sensor w/ Flow Diverter - 13027-001 - PTV FIO2 Reusable Tee - Manufacturer's Owner's Manual - 1yr warranty with purchase	1	ea	18,975.00	18,975.00T
	Sales Tax			0.00%	0.00
Total				\$18,975.00	

Shipping Address: 2345 FE Wright Drive Jackson, TN 38305

All Estimates are good for 30 days unless otherwise stated.

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