



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 14, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.
Communications:	Clerk's Appointments to the Absentee Board of Canvassers for a term expiring December 31, 2023, pursuant to Wisconsin Stats. 7.53(2)(a)1 <i>(No action required)</i>

File #	CMT	Consent Agenda	ACT
21-1101	COUN	Minutes of previous meeting (11/23/21)	Place on file
21-1210	CISM	Preliminary Resolution Levying Special Assessments for 2022 Alley Paving Project	Approved 3-0
21-1211	CISM	Preliminary Resolution Levying Special Assessments for 2022 Street Construction Project	Approved 3-0
03-0717	FIN	Resolution Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2022 through December 31, 2023	Approved 5-0
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, 2022 through December 31, 2022	Approved 5-0
12-1214	FIN	Resolution Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2022 through December 31, 2022	Approved 5-0
21-1208	PLAN	Ordinance Rezoning 710 Grant Street from TF-10, Two-Flat Residential-10 Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow commercial storage and residential use	Approved 6-0
21-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 3-0
18-0909	WWW	Resolution Approving contract with City of Schofield for treatment of raw sewage	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-1203		Confirmation of Clerk's Appointments to members of the Board of Election Officials for a term ending December 31, 2023	
21-1206	CISM & PLAN	Joint Ordinance Annexing territory from the Town of Stettin to the City of Wausau (Dean Grube - 311 N. 36th Avenue)	Approved 5-0 Approved 6-0
21-1209	ED	Resolution Approving lease agreement with Seth Carlson for property at 180 E. Wausau Avenue	Approved 5-0
21-1109	FIN	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2022 Comprehensive Fee Schedule)	Approved 4-1
03-1110	HR & FIN	Joint Resolution Approving an Amendment to the Part-Time, Temporary and Seasonal Pay Schedule	Approved 5-0 Approved 4-1
12-0219	HR & FIN	Joint Resolution Approving adjustment to the vacation accrual schedule in Section 8.04 – Vacation of the Employee Handbook	Approved 4-0 Approved 4-1
21-1213	HR & FIN	Joint Resolution Approving a One-Time, Lump Sum Additional Compensation to Designated Non-Represented Employees	Approved 3-2 Approved 3-2
21-1207	PK&R	Resolution Authorizing the approval of Wausau/Marathon County Parks, Recreation & Forestry Sponsorship Policy and Wausau/Marathon County Parks, Recreation & Forestry Naming Guidelines and Criteria on behalf of the City	Approved 5-0
16-0704	WWW	Resolution Approving application for and administration of funds from the Safe Drinking Water Loan Program	Approved 5-0
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
19-1113	PLAN	Ordinance Amending Section 23.01.23 Definitions, Section 23.02.04 Interpretation of zoning district boundaries, Section 23.03.28 Accessory land uses and structures, Section 23.10.21 Notice of public hearings, Section 23.10.22 Public meetings, Section 23.10.31 Zoning map amendment, Section 23.10.44 Planned unit development review and approval procedure	Pending
21-1213	COUN	Resolution Approving City's Waiver of First Right of Refusal to Repurchase property at 715, 717, 719, 721 and 723 S. 72nd Avenue from Fong Family, LLC	Pending
01-0904	COUN	Resolution Approving Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 500 N. 72nd Avenue and 7300 International Drive	Pending
21-1212	COUN	Resolution Approving the hiring of special counsel and authorizing the City Attorney to hire and manage outside legal counsel engaged to advise the Ethics Board in the matter of the Complaint of William Harris against Alderperson Debra Ryan	Pending
Public Comment & Suggestions			

Continued

CLOSED SESSION pursuant to 19.85(1)(c) of the Wisconsin Statutes considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and 19.85(1)(g) of the Wisconsin Statutes conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding a bus operator.

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

Adjournment

Signed by Katie Rosenberg, Mayor

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

The Access Code is: 2492 645 7447 Password: wausau1

Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau’s YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with “Common Council public comment” in the subject line prior to the meeting start.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 12/10/21 @ 2:00 pm. Questions regarding this agenda may be directed to the City Clerk.

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

COMMUNICATION OF CLERK'S APPOINTMENTS

to the Absentee Board of Canvassers for a term expiring December 31, 2023, pursuant to Wisconsin Stats., 7.53(2)(a)1

(This is for informational purposes only - no council action is required)

File Number: 21-1203

Date Introduced: December 14, 2021

1.08.060

(a) There shall be a board of absentee ballot canvassers, which board shall be composed of the municipal clerk, or deputy municipal clerk or qualified elector of the municipality designated by the municipal clerk and two other qualified electors of the municipality appointed by the Clerk for a term of two years commencing on January 1 of each odd numbered year. The Clerk may also appoint alternate citizen members in the event a board member is unavailable. The Clerk may assign election inspectors appointed by the municipality under Section 7.30(2)(a) of the Wisconsin Statutes to assist the board of absentee ballot canvassers in canvassing absentee ballots under this section.

Board of Absentee Ballot Canvassers

Municipal Clerk or Deputy Municipal Clerk

Kaitlyn Bernarde	407 Grant Street, Wausau	Term of Office	715-261-6622 (U)
Mary Goede	407 Grant Street, Wausau	Term of Office	715-261-6621 (U)

Qualified Elector Member 1

Sharon Olson	1530 N 2 nd Ave	Expires: 12/31/23	<u>715-581-5182 (U)</u>
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Qualified Elector Member 2

Rita Pachal	1310 Maple Hill Rd	Expires: 12/31/23	715-675-6728 (D)
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Qualified Elector Alternate

Michelle Van Krey	2413 Oakwood Blvd	Expires: 12/31/23	706-564-2915 (D)
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Approved:

Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, November 23, 2021, in Council Chambers, beginning at 6:30 p.m.
Mayor Katie Rosenberg presiding.

Roll Call

11/23/2021 6:31:44 PM

Roll Call Indicated 11 members present.

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

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

- 1) Thomas Brown, 715 N 5th Ave, spoke in support of the hiring of nine additional firefighter/paramedics; and requested that all city employees be required to be vaccinated.

Consent Agenda

11/23/2021 6:35:24 PM

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

21-1101 Minutes of the previous meeting (11/09/21)

21-1107 Resolution of the Capital Improvements & Street Maintenance Committee Authorizing the creation of an Assessors Plat for 901 Towline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue.

21-1114 Resolution of the Finance Committee In Opposition to Wisconsin Assembly Bill 610 and Wisconsin Senate Bill 630.

91-1008 Resolution of the Finance Committee Modifying the Financial Policy regarding the Capitalization Policy for Capital Assets.

21-0108 Resolution of the Public Health & Safety Committee Approving Class A Beer & Liquor License (Festival Foods).

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109 Amendment

11/23/2021 6:40:12 PM

Motion by Rasmussen, second by Neal to Amend the Resolution of Finance Committee Adopting the 2022 Budget and General Property Tax to Support Same - to correct the levy amount to \$32,886,389.19

Maryanne Groat, Finance Director, explained the State has a form that is required in calculating the tax increment portion of the levy which is typically posted on their website in mid-November, however they were late this year. She indicated it was just posted today and she found a small rounding difference. The levy amount in Resolution before them is \$32,886,391 but after putting the computation into the State's form it came in a couple dollars less to \$32,886,389.19.

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

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

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

21-1109

11/23/2021 6:59:35 PM

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Adopting the 2022 City of Wausau Budget and General Property Tax to Support Same, as amended on Council floor.

Lisa Rasmussen, Chair of Finance Committee, commented budget process was able to be completed without substantial cuts to infrastructure and without cutting services to residents.

Tom Kilian questioned what specifically the \$1.15 million cost for DPW Fleet Facility related to. Groat stated it was mainly engineering and preliminary work and at some point, it would come back before Council to fund construction. Eric Lindman explained it was for design fees, some planning fees to determine location, and potential renderings for landscaping, basically all engineering professional services fees. Kilian asked for confirmation that within the funds associated with this project, 1300 Cleveland Avenue was taken off the table. Lindman responded that was correct.

Kilian questioned why the WOZ Developer payment of approximately \$2 million that had been voted on some time ago was in the 2022 budget. Groat explained only a portion of it was drawn in the 2021 budget, so this basically re-establishes the remaining funds for expenditure in 2022. Deb Ryan questioned what the expenditures were out of the original \$3.5 million. Groat stated approximately \$1,192,000 was disbursed to date.

Deb Ryan stated in Marathon County there are 150 non-profits and three of them are having their accounting services done for free though the city. She understood the city has a contract with Entrepreneurial Center that must be honored, but she was not aware of any contract with the River District or Wausau Events. She stated they each have executive directors and should be handling their own budgets and accounting services. She did not believe the Finance Department staff will have time to continue doing this with the upcoming implementation of the new financial software system. She recommended giving those the River District and Wausau Events notice that they need to find their own services as of January 1, 2022, or they should pay the city for those services.

Kilian stated from the District 3's standpoint they do not feel it is appropriate to attach public dollars to the WOZ project and pointed out all his previous votes to date have reflected this. He thanked the Finance Committee and staff who put the budget together because he believed they did great work and indicated he would only be voting no because of the inclusion of the WOZ project.

Vote to adopt the 2022 Budget:

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

21-1106

11/23/2021 7:00:14 PM

Motion by Rasmussen, second by Larson to adopt the Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Drive and Elmwood Boulevard

Yes Votes: 11 No Votes: 0 Result: PASS

21-1108

11/23/2021 7:01:41 PM

Motion by Wadinski, second by Peckham to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving a bicycle-pedestrian trail easement with Aspires Buildings, Inc. at 902 North 3rd Street.

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

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

21-1110 11/23/2021 7:02:12 PM

Motion by Wadinski, second by Neal to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving a bicycle-pedestrian trail easement with Third Street Holdings, LLC. at 151 McIndoe Street

Yes Votes: 11 No Votes: 0 Result: PASS

20-1109 11/23/2021 7:03:22 PM

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee authorizing the 2021 budget modification for Intersection Improvement Study and to support the 10% Local Match for Highway Safety Improvement Program (HSIP)

Yes Votes: 11 No Votes: 0 Result: PASS

20-1109 11/23/2021 7:04:26 PM

Motion by Herbst, second by Wadinski to adopt the Resolution of the Finance Committee Authorizing the 2021 budget modification for Police Freezer Replacement

Yes Votes: 11 No Votes: 0 Result: PASS

21-1111 11/23/2021 7:04:58 PM

Motion by Larson, second by Neal to adopt the Resolution of the Human Resources Committee Approving the creation of a Utility Worker Position In the Department of Public Works

Yes Votes: 11 No Votes: 0 Result: PASS

12-0219 11/23/2021 7:05:32 PM

Motion by Watson, second by Larson to adopt the Resolution of the Human Resources Committee Approving Amendment to the Employee Handbook Section 5.06 Compensatory Time

Yes Votes: 11 No Votes: 0 Result: PASS

17-0603 11/23/2021 7:06:01 PM

Motion by Herbst, second by Wadinski to adopt the Resolution of the Human Resources Committee Approving Reinstatement Benefits for the City Assessor

Yes Votes: 11 No Votes: 0 Result: PASS

12-0219 11/23/2021 7:06:32 PM

Motion by Rasmussen, second by Larson to adopt the Resolution of the Human Resources Committee Approving Amendment to the Employee Handbook Section 5.08 Shift Differential

Yes Votes: 11 No Votes: 0 Result: PASS

21-1112 11/23/2021 7:16:25 PM

Motion by Neal, second by Kilian to adopt the Ordinance of the Plan Commission Rezoning 415 South 1st Avenue from UMU, Urban

Mixed-Use Zoning District to PUD, Planned Unit Development District and approve the General Development Plan to allow for a 50-unit multi-family apartment building

Pat Peckham commented he supported the project, but it appeared they were really pinching on the parking because he noted 52 parking spaces for 50 rental units.

Brad Lenz, City Planner, stated the zoning district is Planned Unit Development, which is a flexible zoning district, so there is no set parking minimum. He indicated they can look for parking off the site and that there is property in the area that is available for overflow. He noted this was the maximum number of units the developer was looking for and they may amend it downward once they get into more detailed site planning. This is just the general plan to approve the use for the site and the specific plan will come back to Council.

Trent Claybaugh, of Gorman, stated he reached out to the adjacent landowner across 1st Avenue regarding his willingness to sell this triangular parcel with a billboard. The architect laid out the parcel and derived 17 extra parking spaces. The bare minimum would be for every unit to have a space underground, as well as every 3-bedroom unit would have at least one parking space across the street.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

11/23/2021 7:15:57 PM

Motion by Neal, second by Watson to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)

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	NO
10	Larson, Lou	YES
11	Ryan, Debra	NO

01-0725

11/23/2021 7:17:08 PM

Motion by Neal, second by Martens to adopt the Ordinance of the Common Council Redistricting the boundaries of aldermanic districts and wards.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1113

11/23/2021 7:21:02 PM

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Master Agreement between Short Elliot Hendrickson and the City of Wausau for engineering consulting services

Anne Jacobson, City Attorney, explained this approves the Master Agreement which contains all the legal terms and conditions by which any future work undertaken with Short Elliot Hendrickson will be abided by. It is basically on overall master professional services contract they prepared in response to an RFP for the Dudley Tower.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions:

None

Adjourn

11/23/2021

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

Katie Rosenberg, Mayor
Mary Goede, Deputy City Clerk

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

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

Levying Special Assessments for 2022 Alley Paving Project

Committee Action: Approved 3-0

Fiscal Impact: None at this time. Construction would take place in 2022 and the special assessments would be levied when the project is substantially completed.

File Number: 21-1210

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0701 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments for special benefits conferred upon abutting properties by improvement of:

Alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue

2. The public improvement shall include bituminous concrete paving.
3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and that the assessment against each parcel shall be upon a reasonable basis.

4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2022, the special assessment will be placed on the 2022 real estate tax bill and be due in full on or before January 31, 2023. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2022, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2022 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2023, on the unpaid balance. (The 2021 rate was 1.9908%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2022, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2022 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2023, on the unpaid balance. (The 2021 rate was 1.9908%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2023. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled early in 2022.
6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 9, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal
(Debra Ryan and James Wadinski were excused)

Also Present: Mayor Rosenberg, Eric Lindman, TJ Niksich, Cord Buckner, Tara Alfonso, Dustin Kraege, Chris Barr, Lori Wunsch
By WebEx: Sarah Gerarden, Jack Wagner, Colton Swetlik, Jake Neerdaels, Abigail Becker, Derek H/Gary R – UW Capstone, Gavin Luter, Jan Kucher

CONSENT AGENDA

- A. Approve minutes of the November 11, 2021 meeting**
 - B. Action on preliminary resolution for 2022 Street Construction Projects**
 - C. Action on preliminary resolution for 2022 Alley Paving Projects**
-

Neal moved to approve the consent agenda items. Larson seconded and the motion carried 3-0.

Agenda Item No.

3C

STAFF REPORT TO CISM COMMITTEE – December 9, 2021

AGENDA ITEM

Action on preliminary resolution for 2022 Alley Paving Projects

BACKGROUND

The alley bounded by Cedar Street, Spruce Street, North 9th Avenue and North 10th Avenue is being considered for paving. Approval would allow a resolution to move ahead to set a public hearing for special assessments. Abutting property owners are assessed the actual cost of the asphalt for the project.

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

Staff recommends the preliminary resolution for special assessments be adopted and public hearing scheduled. The public hearing would be held in January.

Staff contact: Allen Wesolowski 715-261-6762

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

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

Levying Special Assessments for 2022 Street Construction Projects

Committee Action: **Approved 3-0**

Fiscal Impact: None at this time. Construction would take place in 2022 and the special assessments would be levied when the project is substantially completed.

File Number: 21-1211

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments upon property for special benefits conferred upon such property by the improvement of the following streets under Street Construction projects to take place in 2022:

Bugbee Avenue from Burek Avenue to Tierney Road
4th Street from McClellan Street to Scott Street
4th Avenue from Bridge Street to Knox Street

2. The public improvement shall include the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches; installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary.

3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and the assessment against each parcel shall be upon a reasonable basis. The final assessment bill will be sent to property owners upon substantial completion of the project.

4. Unless other installment plans are determined at the hereinafter stated public hearing, the assessment against any parcel shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2022, the special assessment will be placed on the 2022 real estate tax bill and be due in full on or before January 31, 2023. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2022, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2022 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2023, on the unpaid balance. (The 2021 rate was 1.9908%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2022, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2022 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2022 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2022 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2023, on the unpaid balance. (The 2021 rate was 1.9908%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2023. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general

property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled early in 2022.

6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: December 9, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal
(Debra Ryan and James Wadinski were excused)

Also Present: Mayor Rosenberg, Eric Lindman, TJ Niksich, Cord Buckner, Tara Alfonso, Dustin Kraege, Chris Barr, Lori Wunsch
By WebEx: Sarah Gerarden, Jack Wagner, Colton Swetlik, Jake Neerdaels, Abigail Becker, Derek H/Gary R – UW Capstone, Gavin Luter, Jan Kucher

CONSENT AGENDA

A. Approve minutes of the November 11, 2021 meeting

B. Action on preliminary resolution for 2022 Street Construction Projects

C. Action on preliminary resolution for 2022 Alley Paving Projects

Neal moved to approve the consent agenda items. Larson seconded and the motion carried 3-0.

Agenda Item No.

3B

STAFF REPORT TO CISM COMMITTEE – December 9, 2021

AGENDA ITEM
Action on preliminary resolution for 2022 Street Construction Projects
BACKGROUND
Bugbee Avenue from Burek Avenue to Tierney Road, 4 th Street from McClellan Street to Scott Street, and 4 th Avenue from Bridge Street to Knox Street have been included in the 2022 budget.
FISCAL IMPACT
None at this time.
STAFF RECOMMENDATION
Staff recommends the preliminary resolution for special assessments be adopted and public hearing scheduled. The public hearing would be held in January.
Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2022 through December 31, 2023

Committee Action: Approved 5-0

Fiscal Impact: Per animal charge according to schedule attached to proposed contract for Animals Held for Cause

File Number: 03-0717

Date Introduced: December 14, 2021

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: Amount Budgeted is unknown for Impoundment and Held for Cause</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund is largely funded by pet license revenue</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 animals taken into custody by law enforcement or humane officers and animals held for cause; and

WHEREAS, that contract expires December 31, 2021, and there is a need to provide for the care of such animals; and

WHEREAS, funding for the contract is provided in the 2022 Animal Control Fund budget and will be provided in the future years' budgets as needed; and

WHEREAS, your Finance Committee, on November 23, 2021, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, for a two-year period from January 1, 2022 through December 31, 2023.

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 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and possible action regarding approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2022 through December 31, 2023

Motion by Herbst, second by Watson to approve the renewal of 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 15, 2021
Re: Renewal of Held for Cause Services Agreement with HSMC

Purpose:

Requesting renewal of the two year Held for Cause Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal held for cause services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of animals taken into custody for the city of Wausau.

The agreement is in place for the City of Wausau to impound; abandoned, mistreated or those that pose a significant threat to public safety, animals. This agreement is used for cases including, but not limited to; abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats.

Impact:

Term	Admission Fee	Max Billable days	Daily Rate	Disposition Charge	Vet Bills
2022-2023	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

Recommendation:

Department recommends approving the renewal of the two year contract.

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

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

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: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, MUNICIPALITY desires to compensate HSMC for these services on a per animal per day basis for any animal taken into custody or Held for Cause; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract 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 said contract; and

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:

SUMMARY OF SERVICES.

1. **Animals Taken into Custody.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for and dispose of all animals taken into custody by law enforcement or humane officers pursuant to §173.13, Wis. Stats., except stray animals, as well as keep accurate records thereof of all of the animals brought to HSMC. HSMC may obtain ownership of animals if unclaimed within the statutory 7-days for eventual adoption or relocation, as permitted by law. Disposal costs of animals described above that are brought in shall be included in this Agreement.
2. **Animals Held for Cause.** HSMC will operate an impoundment facility to humanely receive, hold, treat, care for, dispose of "Animals Held for Cause," by the MUNICIPALITY, as required by law and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC.

3. When an animal is taken into custody by MUNICIPALITY, a lieutenant or Humane Officer with the City of Wausau Police Department (WPD) will deliver the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions, or deliver the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, an authorized contact at the WPD will be contacted by HSMC following the initial veterinary assessment. WPD authorized staff will then be responsible for: 1) determining the disposition of the animal before HSMC staff returns the animal(s) to the shelter; and 2) approving proposed financial expense with regard to future treatment.
5. Both parties agree to abide by the medical opinion of a state licensed Doctor of Veterinary Medicine, for the recommended care and disposition of said animal(s). For the cost of any treatment to which authorized WPD staff does not consent, HSMC reserves the right to make a public appeal for funding such expense.

1.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this agreement on a fee for service basis as described in Schedule A, attached hereto and incorporated herein by reference. All fees include initial vaccinations except rabies, certain veterinarian well checks as required by law.

2.0 NOTIFICATION. Municipality will rely on notification first from their Law Enforcement or Humane Officers. HSMC agrees to cooperate with the MUNICIPALITY by providing secondary notice to the MUNICIPALITY **City of Wausau** via phone call or e-mail within five (5) business days, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be two (2) years commencing **January 1, 2022** and this term shall expire **December 31, 2023**. 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.

3.2 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned Animal. Is a domesticated animal left for any length of time without apparent and adequate provision for its food, water, or other care as is reasonably necessary for the animal's health whose owner is known. Said animal may be taken into custody and held for cause as set forth below.

4.2 Animal Taken into Custody. As that term is used in §173.13, Wis. Stats., means animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY as follows: abandoned, unwanted, untagged, unlicensed, not confined in violation of a quarantine order, an animal that has caused damage to a person or property, an animal that has participated in an animal fight or has been mistreated by a person in violation of Chap. 951, Stats., or delivered by a veterinarian pursuant to law, but does not include stray animals.

4.3 Animal Held for Cause. As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court order. Such animals are only ‘boarded’ at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

4.4 Domesticated Animal. Dogs, cats, birds, domesticated rodents (rabbits, guinea pigs, hamsters, mice) domesticated weasels (mink, chinchillas, ferrets) domesticated birds, fish, reptiles, amphibians, invertebrates, or any other species of **domestic, exotic or hybrid** animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined below.

4.5 Livestock. Horse, bovine & bison, sheep, goat, pig, llama, alpaca, farm-raised deer, rodents, weasels, poultry, or fowl kept and husbanded for food, fur or by-product. Livestock are not within the scope of this Agreement.

4.6 Owner. Includes any person who owns, harbors or keeps an animal.

4.7 Stray. A “domesticated animal” whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. Stray animals are not within the scope of this Agreement.

4.8 Surrender. Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other legal representative (i.e., guardian, personal representative, trustee or agent under a durable power of attorney) and not any humane officer or law enforcement officer. Surrender Animals are not within the scope of this Agreement.

4.9 Unclaimed Animal. An animal may be deemed unclaimed by MUNICIPALITY under the following circumstances:

4.9.1 The owner has received notification that an animal has been taken into custody and of the procedures and requirements for return, and the owner informs the MUNICIPALITY in writing that he or she will not claim the animal.

4.9.2 The animal was taken into custody because it was abandoned, untagged, unlicensed, or delivered by a veterinarian, and within 7 days after custody is taken, the animal is not claimed by its owner and no petition has been filed in circuit court for the review of its seizure or withholding.

4.9.3 The animal is not claimed by its owner within 7 days of the end of a quarantine period if the MUNICIPALITY demands that the owner claim the animal and pay for the custody, care and treatment.

4.9.4 The owner is ordered to pay or post bond for the payment of costs of custody, care or treatment of the animal, and refuses to do so upon demand.

4.10 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.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY 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 and in paying for such services.

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 Technical Assistance and Transportation of Animals. MUNICIPALITY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing 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 of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to complete the "Officer Impound" form. Facility will be open to private individuals during normal operating hours.

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

5.6 Disposition of Animals.

5.6.1 MUNICIPALITY shall make reasonable efforts to notify owners regarding the grounds for the taking of any animal into custody and the procedures and requirements for return, pursuant to §173.13, Wis. Stats.

5.6.2 MUNICIPALITY shall advise HSMC whether animals may be returned to owners when claimed, unless the MUNICIPALITY directs HSMC to withhold the animal from its owner for cause.

5.6.2.1 Animals may be returned when claimed if they were taken into custody because they were abandoned, untagged, unlicensed, caused damage to persons or property, or delivered by a veterinarian, pursuant to §173.23, Wis. Stats.

5.6.2.2 Animals may be withheld from their owners where the MUNICIPALITY has reasonable grounds to believe that the owner has mistreated the animal in violation of Chap.951, Wis. Stats., the animal poses a significant threat to public health, safety or welfare, the animal may be used as evidence in a prosecution, or a court has ordered the animal withheld for any reason, pursuant to §173.21(1), Wis. Stats.

5.6.3 HSMC shall also make reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender of the animal or the return of the animal, as set forth herein.

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of

the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

5.8 Unclaimed Animals. MUNICIPALITY shall be responsible for the determination of whether an animal shall be deemed unclaimed. Upon making said determination, MUNICIPALITY shall notify HSMC and pay the disposition fee set forth in Attachment A to HSMC.

5.9 Communication: Parties agree to communicate in a timely manner if either party has concerns on processes or procedures in handling animals under this contract.

5.10 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, 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.

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

5.12 Review of Services to All Animals. HSMC agrees that MUNICIPALITY or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours.

5.13 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available electronically.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice.

6.2 In the event this Agreement is terminated, HSMC shall be paid for all outstanding services provided to date and MUNICIPALITY agrees to pay HSMC within 60 days for such services.

6.3 In the event this Agreement is terminated, MUNICIPALITY shall promptly remove all animals boarded pursuant to this agreement and place them with another impoundment facility. Notwithstanding termination of this agreement, until another impoundment facility has been arranged and the held animals removed, MUNICIPALITY agrees to pay the HSMC for its services at the agreed upon rate.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of MUNICIPALITY. 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 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.

7.2 Insurance. In order to protect itself and 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 and auto 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:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 MUNICIPALITY shall be given ten (10) days advance notice of cancellation or nonrenewal. After execution of this Agreement and upon request of MUNICIPALITY, HSMC shall furnish MUNICIPALITY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC'S attorneys in the defense of the action, suit or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE OF 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 MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to MUNICIPALITY shall be delivered via first class mail, return receipt requested, as follows:

Katie Rosenberg Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Kaitlyn Bernarde City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
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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, return receipt requested, as follows:

Lisa Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Mary Tubbs President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
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10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein 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 internal 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 strictly 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.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of COUNTY.

13.0 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.

14.0 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.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Katie Rosenberg, in my capacity as Mayor for the City of Wausau, and I, Kaitlyn Bernarde, in my capacity as City Clerk for the City of Wausau, 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 they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 I, Lisa Leitermann, 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 on 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:

LISA LEITERMANN, Date
Executive Director, HSMC

MARY TUBBS, Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

KATIE ROSENBERG Date
Mayor, City of Wausau

KAITLYN A. BERNARDE Date
City Clerk, City of Wausau

SCHEDULE A

RATE STRUCTURE FOR SERVICES RELATED TO ANIMALS TAKEN INTO CUSTODY AND/OR HELD FOR CAUSE

1.0 COMPENSATION. MUNICIPALITY agrees to pay for services outlined in this Agreement on the following schedule on a per animal basis:

Term	Admission Fee	Max billable days	Daily Rate	Disposition Charge	Vet Bills
Year 1	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

HSMC may assist Municipality in documenting health of animal while in custody of HSMC to assist in successful prosecution of alleged perpetrator of animal abuse or neglect covered by Wis. Stat. Chapter 173 and 951. Municipality will work with HSMC and District Attorney's Office for the inclusion of "restitution costs" in any criminal prosecution.

2.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:

2.1 Exceptional or emergency veterinary services provided by non-HSMC staff will be part of the costs billed to MUNICIPALITY on an as incurred basis, subject to those provisions in SUMMARY OF SERVICES #2 Animals Held for Cause.

2.2 Exceptional or emergency services provided by HSMC staff will be billed to MUNICIPALITY on an as incurred basis of \$25.00 per hour, with a one hour minimum. This is where an HSMC staff member is requested by on-site law enforcement to assist them **on-site. This fee is for HSMC staff and their transportation cost to and from the site to render professional advice and assistance.**

2.2.1 "HSMC Staff" means one person at the \$25/hour rate.

2.2.2 Charges will include the actual cost of supplies (i.e. special equipment for the control of animals) subject to this Agreement.

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, 2022 through December 31, 2022

Committee Action: Approved 5-0

Fiscal Impact: The net 2022 contract price of \$46,250, with a credit for less than 250 animals brought in at \$180 per animal, and a charge of \$200 per animal beyond 250.

File Number: 03-0717

Date Introduced: December 14, 2021

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: \$46,250 Budgeted for Impoundment 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, 2021, 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, 2021, 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 2022; and

WHEREAS, funding for this service is provided in the 2022 Animal Control Fund Budget and will be provided in the future years' budgets as needed; and

WHEREAS, your Finance Committee, on November 23, 2021, 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 within the City of Wausau by law enforcement or humane officers, for a one-year period from January 1, 2022 through December 31, 2022; 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 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and possible action regarding Adoption of 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, 2022 through December 31, 2022

Deb Ryan questioned why the previous companion contract was for two years, but this one was for only one year. Chief Bliven stated to his knowledge this is just historically how it has been done. Rasmussen thought perhaps it was to allow for more frequent review of the impact.

Motion by Martens, second by Ryan to approve the renewal of the one-year 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 15, 2021

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

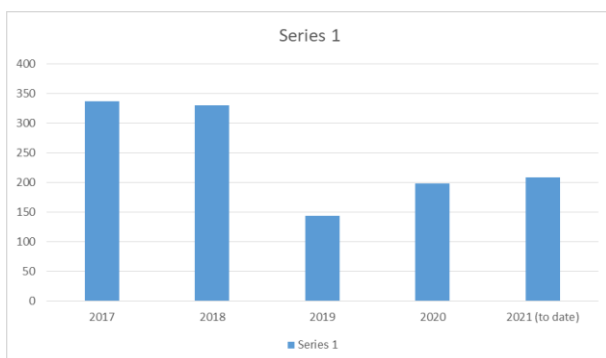
Purpose:

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

Background:

The City of Wausau has 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.

The 2022 agreement is for 250 non-dog strays, a change from 270 non-dog strays in 2021 contract. A five-year average of city of Wausau non-dog stray numbers averaged 243. If less than 250 non-dog strays are brought in during the 2022 contract, a credit shall be given to the city of Wausau in the form of a carry over, applied to the following year.



Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2020 Return to Owner credits of \$1070.00) for a NET contract amount of \$45,180 for 2022. For any non-dog stray brought in beyond 250, 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 2022 - \$46,250 for the contract, for up to 250 non-dog strays **LESS** 2020 Return To Owner credits of \$1070 for a **NET contract amount of \$45,180 for 2022.**

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The fees include **any** non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU" entered into January 1, 2014.

2.1 The NET 2021 contract price of \$45,180 shall be due and paid in full on or before January 30, 2022.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2022 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, 2022 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2023.

2.4 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 29 cats that qualified for a credit of \$1,070 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2022 FOR 2020 RETURN TO OWNER ANIMALS IS \$1,070.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2022 through December 31, 2022. 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 entities 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

Kaitlyn Bernarde
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 Leitemann
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 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 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.

14.0 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.

15.0 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, Kaitlyn Bernarde, 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 Leitermann, 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
Executive Director, HSMC

Date

MARY TUBBS
President Board of Directors, HSMC

Date _____

FOR MUNICIPALITY:

KATIE ROSENBERG
Mayor, MUNICIPALITY Contract Administrator

KAITLYN A. BERNARDE
City Clerk

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, 2022 through December 31, 2022

Committee Action: Approved 5-0

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

File Number: 12-1214

Date Introduced: December 14, 2021

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 2021 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, which shall include the impoundment, care and treatment of stray dogs taken into custody within its jurisdiction; 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, 2022 and ending December 31, 2022.

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

FINANCE COMMITTEE

Date and Time: Tuesday, November 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and possible action regarding Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2022 through December 31, 2022

Motion by Herbst, second by Watson 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 15, 2021

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, 2022, 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, 2022 ("Commencement Date") and terminate on December 31, 2022 ("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, 2022 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: City Clerk
407 Grant Street
Wausau, WI 54403

Attn: Chief of Police
5303 Mesker Street
Weston, WI 54476

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

Kaitlyn A. Bernarde, 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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 710 Grant Street from TF-10, Two-Flat Residential-10 Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow commercial storage and residential use.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 21-1208

Date Introduced: December 14, 2021

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

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

STEWART MANSON & PARCHERS 2ND ADD LOT 12 BLK 8 ALSO THAT PT OF SW 1/4 SE 1/4 SEC 25-29-7 COM ON SE COR OF SAID LOT ELY ALG N LN OF GRANT ST EX E 18' NLY PARA WITH E LN OF SAID LOT TO N LN OF SAID LOT EXT E WLY TO NE COR OF SAID LOT WLY ALG E LN OF SAID LOT TO BEG, MORE COMMONLY KNOWN AS 710 GRANT STREET

now comprising a part of TF-10, Two-Flat Residential-10 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to PUD, Planned Unit Development Zoning District and the general development plan is approved to allow for commercial storage and residential use.

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

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Mary Goede, Deputy City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 16, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Brad Lenz, Brian Stahl, Sam Wessel, Ted Matkom, Frank Szendrey, Melissa Engen

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 710 Grant Street from TF-10, Two-Flat Residential-10 Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for commercial storage and residential use.

Wessel said that the property is currently zoned TF-10 and the petitioner would like to combine the property with the PUD. This will help with licensing requirements. The garage will be used for storage and the house will be rented out. This would expand the business without much additional cost. This addition does not impact the infrastructure.

Mayor Rosenberg closed the public hearing.

Neal motioned to rezone 710 Grant Street from TF-10, Two-Flat Residential-10 Zoning District to PUD, Planned Unit Development Zoning District and approve the general development plan to allow for commercial storage and residential use. Brueggeman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on December 14, 2021.



Memorandum

From: Sam Wessel
To: Plan Commission
Date: November 16, 2021
Subject: Planned Unit Development at 710 Grant Street

Background

Dan Weber of Timekeeper Distillery is proposing zoning change to a single family home on a 0.27 acre site at 710 Grant Street. The zoning is currently TF-10 Two-Flat Residential Zoning District, and the applicant is proposing to rezone it to PUD – Planned Unit Development. This is essentially an amendment to Timekeeper Distillery’s existing PUD’s Specific Implementation Plan at 720 Grant Street to now include the neighboring site and house. The applicant plans to rent out the house while using the garage as cold storage for the distillery. Adding the home site to the existing PUD is necessary to meet non-zoning requirements related to alcohol production and licensing that the City isn’t responsible for enforcing. The applicant will work with state and federal entities to meet licensing and operational requirements that exist beyond the City but the City will require the site to meet building codes, such as adding drywall to the garage, if approved.

Criteria for Approval

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development (PUD). It states that in its review of an application for a PUD the plan commission shall make findings with respect to the ten criteria (below). Staff comments follow each of the criteria.

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.

The planned unit development zoning allows the distillery to expand its storage area without affecting the character of its historic train depot building while still allowing the single family home to continue as a residential use compatible with the existing neighborhood.

2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine

such consistency.) A housing objective in the plan is to encourage a variety of housing types throughout the city.

The proposed use continues to allow housing on the home site without negatively impacting the condition of surrounding homes.

3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.

The sites are located on the boundary of the “urban residential” and “legacy industrial” uses on the Comprehensive Plan’s Future Land Use Map. The comprehensive plan describes these categories as follows:

Urban Residential: These are areas primarily for residential uses with small lots, sidewalks, and a street grid, including single-family and multi-family units. These areas may include some neighborhood-serving commercial, institutional, and public/semi-public uses within the area. It is not expected that significant new growth will occur, but replacement of existing buildings and infill of similar density is encouraged.

Legacy Industrial: Smaller scale existing industrial uses, commonly found along rail lines and mixed among urban streets. These older industrial uses are often local hubs of accessible employment but can also be in conflict with neighboring residential uses

The proposed use of the site maintains its residential use and character as recommended with minimal industrial impacts expected to the neighborhood as materials are stored in the garage. No manufacturing or distilling will take place on the home site that is now proposed to be part of the Planned Unit Development. The existing distillery is not proposed to expand into the surrounding neighborhood, and it continues to provide jobs within walking distance of dense neighborhoods while serving as an amenity for the area.

4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.

The proposed amendment does not require more infrastructure or place additional burden on existing infrastructure.

5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.

The garage is required to have finished walls on the inside to meet fire separation requirements.

6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.

The project entirely uses existing structures and does not encroach on existing landscaped areas.

7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.

The exterior architecture of the home and historic train depot are not proposed to be modified.

8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

There are no changes to the physical appearance and functional arrangement of development in the area. Should this PUD amendment not be permitted, the garage would likely be used for storage anyways.

9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.

Since the garage will be occupied, parking for house tenants will be outside. Currently, there is enough room for at least two cars on the rear portion of the lot, which meets the zoning ordinance. Customers not expected to park there because the alley that accesses the garage and driveway doesn't connect to the main parking lot.

10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

The slight building modifications would be completed in one phase to supplement the existing business. The storage area would be inspected by the City as well as any applicable agencies responsible for permitting the distillery to operate and meet health codes, etc.

Figure 1. Aerial view of garage and existing parking areas. Source: Marathon County GIS



Conclusion

Staff has determined that the application is complete and compatible with the existing PUD and surrounding neighborhood. Staff recommends approval for the PUD SIP amendment to add 710 Grant Street to the existing PUD at 720 Grant Street to allow the single-family home to continue while Timekeeper Distillery utilizes garage space for storage.

**CITY OF WAUSAU
APPLICATION FOR ZONING MAP AMENDMENT**

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): Dan Weber
Primary petitioner's Address (PRINT): 3824 N. 14th St. Wausau, WI
Primary petitioner's Telephone Number (with Area Code): 715-846-5189
Primary petitioner's representative to contact in case of questions about this petition:

(Name - PRINT)

(Address - PRINT)

(Telephone No. with Area Code)

Email Address

Names of additional petitioners, if any:

(PRINTED Name)

(PRINTED Name)

(PRINTED Address)

(PRINTED Address)

(Telephone No. / Email Address)

(Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): None

Address (PRINT): _____

Phone No.: _____ Email Address: _____

Name (PRINT): _____

Address (PRINT): _____

Phone No.: _____ Email Address: _____

3. **ADDRESS(ES)** of property to be rezoned: 710 Grant St. Wausau, WI
(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: _____
B. **Proposed** zoning district classification(s) of the land included within the petition: _____
C. Existing land uses on land included within the petition: residential TF-10

D. Proposed land use(s) following rezoning: mixed use + storage
PUD

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): I am looking to rezone the property for mixed use in order to rent the "garage" space to timekeeper for storage. For timekeeper to lease the space & pull it into their "branded premise" the property needs to be "commenced" in some manner & inspected by the agg dept
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner: _____

Date: 9/27/2021

IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.

Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.

⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

For City Use Only

Date received at City Hall: _____

Received by: _____

Amount submitted with application: \$ _____ Check Number: _____

Month requested for public hearing: _____

Requested Common Council meeting date for final approval: _____

Notes: _____



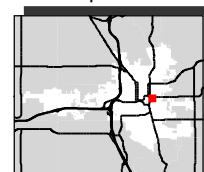
Map Date: October 28, 2021

City of Wausau
Marathon County Wisconsin

0 50 100
Feet

 Area of Interest
 Building

Map Location



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 3-0

Fiscal Impact: None

File Number: 21-0108

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its November 15, 2021 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 15, 2021 at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Jim Wadinski, and Becky McElhaney

Members Excused: Pat Peckham, Dawn Herbst

Others Present: Tara Alfonso, Nathan, Miller, Ben Bliven, Robert Barteck, Jeremy Kopp, Mary Goede, Katie Rosenberg, Michelle Van Krey

Consider approval or denial of various license applications.

Lisa Rasmussen stated there were no denial recommendations.

Rasmussen noted new applications for a Class A Beer & Liquor License from Skogen's Foodliner, Inc., dba Festival Foods, which is purchasing Trig's next month; and an application for Class B Beer & Class C Wine from A Taste of Jamaica & International Market, LLC. These licenses will be going to the November 23rd Council meeting.

Motion by McElhaney, second by Wadinski to approve the licenses as recommended by staff. Motion carried 3-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

November 15, 2021 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations:** None
2. **Class A Beer & Liquor License** from Skogen's Foodliner, Inc., d/b/a Festival Foods, premises 110 S 17th Avenue, currently licensed by T.A. Solberg Co., Inc., d/b/a Trig's. The new business takes over on December 10, 2021. Also purchasing Cigarette License.
3. **Class B Beer & Class C Wine** from A Taste of Jamaica & International Market, LLC, owner Janice Watson, d/b/a A Taste of Jamaica, premises at 518 S 7th Ave, in the UWSP kitchen and dining rooms.
4. **Special Event Applications:** Class II, **Turkey Trot**, United Way of Marathon County, on Thanksgiving Day, November 25, 2021; and Class I **Winterfest**, Wausau Events, The 400 Block, on January 29, 2022.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: October 14, 2021

(715) 261-6621

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Approving contract with City of Schofield for treatment of raw sewage

Committee Action: Approved 5-0
Fiscal Impact: Approximately \$320,000.00

File Number: 18-0909 **Date Introduced:** December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Schofield has no sewage treatment plant, and Wausau has treated Schofield's raw sewage under a contract between the parties, which has expired; and

WHEREAS, Wausau has by appropriate legislative action authorized Wausau Water Works ("Utility") to manage the affairs of such Utility, including authorizing the Utility to enter into a contract to treat sewage from Schofield; and

WHEREAS, this agreement is a negotiated contract between the parties, and may be superseded by determinations of the Public Service Commission of the State of Wisconsin, and/or other public agencies that claim jurisdiction to determine sewerage rates; and

WHEREAS, your Wausau Water Works Commission, at their December 7, 2021 meeting, discussed and approved entering into a contract with the City of Schofield for the treatment of raw sewage; and

WHEREAS, the City of Schofield will also be taking action on this contract this evening.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper officials are hereby authorized and directed to execute the attached contract with the City of Schofield for the treatment of raw sewage.

Approved:

Katie Rosenberg, Mayor



Minutes of November 2, 2021

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, November 2nd, 2021. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on October 28, 2021.

Members Present: President Rosenberg, Commissioners Robinson, Herbst, Gehin, Force.

Others Present: Eric Lindman, Scott Boers, Valerie Swanborg, Dave Erickson, Ryan Dwelly, Tonia Westphal/Clark- Dietz, Lisa Zahrt/ Clark- Dietz, Chris Collins/ SunVest, Ryan Yentz/ Strand & Associates, Jake Collins/Strand & Associates, Via WebEx: Anne Jacobson

9) Discussion and Possible Action on the Contract for Treatment of Raw Sewage with Schofield. Erickson states this was a renewal of the 5 Year contract with the city of Schofield' sewage with no changes other than the dates. Force moved to approve the renewal of the contract for treatment of raw sewage with Schofield. Seconded by Herbst. Motion carried 5-0.

CONTRACT FOR TREATMENT OF RAW SEWAGE

WHEREAS, the City of Schofield (hereinafter "Schofield") is located to the south of the corporate limits of the City of Wausau (hereinafter ("Wausau")) and operates a system of sewers for the collection of sanitary sewage; and

WHEREAS, Schofield has no sewage treatment plant, and Wausau has heretofore treated Schofield's raw sewage under a contract both parties voluntarily entered into; and

WHEREAS, Wausau has by appropriate legislative action authorized Wausau Water Works (hereinafter "Utility") to manage the affairs of such Utility, including authorizing the Utility to enter into a contract to treat sewage from Schofield; and

WHEREAS, this agreement is a negotiated contract between the parties, and may be superseded by determinations of the Public Service Commission of the State of Wisconsin, and/or other public agencies that claim jurisdiction to determine sewerage rates.

NOW, THEREFORE, the Utility and Schofield do hereby agree as follows:

1. This agreement shall be for a term of five (5) years, commencing January 1, 2022 and ending December 31, 2026. The terms and conditions of this contract may extend beyond the stated time frame while a renewed contract is negotiated. Sewage rates shall be in effect per paragraph 13 of this contract.

2. Definitions:

Extension – a sewer main or interceptor main generally laid in streets;
and

Hookup – the lateral pipe between the user's premises and an extension.

3. Schofield shall operate and maintain, at its own expense:

- A. A pumping station to deliver all of the Schofield sewage to Wausau, at a maximum discharge ratio of 960 gallons per minute when discharging at elevation 1201.00 feet above sea level (City of Wausau datum). The maximum rate of discharge shall not be increased without prior written consent of the Utility;
- B. A metering station at or near the pumping station. The meter shall be of a type adapted to the metering of raw sewage under pressure, and shall totalize and continuously record the flow.
- C. A 10-inch cast iron pressure sewer main between the pumping station located near the present Intercity State Bank on Grand Avenue and a manhole at the intersection of Emerson Street and Eau Claire Boulevard, in Wausau.

The utility shall, at all times, have the right to examine the equipment, determine its accuracy and review all charts and meter readings.

4. Schofield shall pay all costs and expenses associated with the delivery of its sewage to Wausau, and be liable for all damages to itself, Wausau or others arising out of such delivery, where Schofield is responsible and/or liable for those damages or a portion of those damages.

5. The capacity of the Wausau Wastewater Treatment Facility ("WWTF") is limited. It is entirely owned by the City of Wausau. So that the citizens of the City of Wausau are not required to unduly expand the capacity of the Wausau WWTF in the future, no extension and/or expansion of the Schofield Sewage collection system shall occur without the prior written approval of the Wausau Water Works and such proposed extension/expansion complies with the current Facilities Plan. Schofield shall submit to Wausau plans for expansion of the Schofield sewage collections system prior to submitting for DNR approval.

6. Schofield shall prepare a complete scale map of its sewage collection system, including thereon interceptor and collector mains. A reproducible copy of this map will be made available to the Wausau Water Works. On an annual basis the map shall be updated to reflect any changes and Wausau shall receive the updated copy. If there are no changes, Schofield will note such and the latest map on file shall be maintained.

7. All domestic sewage Schofield delivers to the Utility shall be reasonably free of clear waters, defined as including but not limited to storm water, diffused surface water, air conditioning discharge water and groundwater. All sewage is to be free from materials which may tend to foul or clog mains or laterals, or might reasonably be expected to damage the building or equipment constituting the Wausau WWTF. The provisions of Sec. 13.62.030 Wausau Municipal Code and any subsequent amendments to that section, are incorporated herein and made apart hereof. Discharges prohibited thereunder shall not be delivered to the Wausau system by Schofield. Any violation of the Sec. 13.62.030 and any amendments thereto shall immediately cease and be reported to the Wausau Wastewater Superintendent. Section 13.62.040 and any amendments thereto shall apply, and Schofield agrees to be governed by its provisions.

Schofield agrees to be responsible for and accomplish such work as necessary within its sewer system to comply with said ordinance and with the Wisconsin Pollutant Discharge Elimination System Permit No. WI-0025739 (hereinafter "Permit") issued to Wausau. Wausau may monitor or test Schofield sewage, upon reasonable notice, within the Schofield system.

8. The Utility reserves the right to order pretreatment of industrial waste. If, upon monitoring the discharge of such industry, it is determined that the standards of Sec. 13.62.030, and any amendments thereto, or the permit, are not being met, Schofield will be advised in writing by the Utility of the name of any industry not in compliance. Schofield shall immediately cause such pretreatment to be made to industrial waste, as required by Sec. 13.62.040 and any amendments thereto, prior to continued discharge of such wastes into the Schofield system.

All costs of such monitoring, including but not limited to analysis of the sewage, shall be charged to the users, and in the event such billing remains unpaid for sixty days, the Utility shall bill Schofield, who shall then pay such bill in the regular course of business.

The industry shall have reasonable time, not to exceed sixty days after written notice, to cause all wastes to be pretreated to meet the waste standards and requirements prescribed in said Permit or order, except for prohibited wastes which are toxic, or which may cause public health concerns, or property damage, or may impair treatability, and in these cases, the discharge shall cease immediately. If the industry or Schofield provides proof that compliance with waste standards requires machinery, equipment, supplies, chemicals, construction or other related items which cannot be completed or installed within such sixty day period, the Utility and Schofield shall meet to consider what course of action is proper under all of the circumstances. However, the Utility shall have final decision making authority regarding these actions.

If the industry does not comply with the requirements of pretreatment within the time frame above described, and/or continued to violate Sec. 13.62.030 and any amendments thereto the industry is subject to enforcement provisions as identified under Sewer Use Ordinance. The City of Schofield shall enforce all requirements of the Sewer Use Ordinance and shall comply with the April 11, 1985 Agreement. On April 11, 1985 Schofield and Wausau entered into an "Agreement for Management of Schofield's Pretreatment Program" which further defines industrial discharge requirements for Schofield industrial users. For reference purposes the April 11, 1985 agreement is embodied within this agreement and is attached under "Exhibit A."

9. Schofield will immediately report, in writing, to Wausau any proposed new or changed industrial and/or commercial user that meets or may meet any of the following criteria:

- Increases by ten percent or more the volume of wastewater received from Schofield.
- High strength wastes or potential toxic wastes.
- Wastewater originating from an industrial/commercial user required to comply with Federal and State pretreatment requirements.

With regard to the reportable users as noted above, Wausau reserves the right to approve or disapprove such connections to Schofield's sewage collection system or require the disconnection of such users. Failure of Schofield to report such connections shall result in a fifty dollar (\$50) per day penalty. The penalty shall also apply to any user located outside the Wausau Wastewater Treatment Plant 208 Sewer Service Area boundary that connects to the Schofield sewage collection system. This penalty shall not apply if Schofield is ordered by the State of Wisconsin to accept sewage from outside the 208 Sewer Service Area.

Schofield shall have the right to extend sewer service to any area petitioned voluntarily for annexation by the owners and electors of the area and annexed by Schofield provided the area is within the 208 Sewer Service Area or said boundary as amended. (Schofield will still need to comply with Paragraph 5 of this agreement and other conditions regarding industrial/commercial conditions.) Also, if Wausau is required by the DNR to perform special studies or an industrial survey to comply either with Federal Pretreatment regulations or toxic reduction assessments to meet new discharge requirements, Schofield may be assessed directly for such activity over and above the charges for sewer service. This special assessment will generally relate to the number of industrial users in each community. Schofield will be advised in writing in advance of these special studies and possible cost allocation.

In addition, Schofield will maintain a complete list of all new or changed industrial/commercial users connected to Schofield's sewer collection system. A copy of this list reflecting the current status of Schofield's industrial/commercial users will be forwarded to the Utility annually on or about December 31. This requirement is part of the Federal and State mandate regarding industrial pretreatment regulation. Schofield will further assist Wausau with management of the pretreatment regulations by observing and reporting industrial users that may be required to comply with such regulation.

10. In the event the State of Wisconsin, at any time, issues any order to Wausau or Schofield requiring Schofield to accept sewage from outside its corporate limits and/or the 208 Sewer Service Area, Schofield shall join in an appeal from said order with Wausau, at Wausau's discretion, and Schofield shall provide counsel or co-counsel for prosecution of such appeal, and shall equally share the allowable court costs.

11. In the event any agency of any governmental unit having jurisdiction over sewage treatment, sewer extensions, installations or expansion of the collection or treatment system issues orders to Wausau, limiting or staying such matters, then Schofield shall upon notice by Utility be bound by the same order to its terms and conditions.

12. The revised sewage treatment rates noted in the following paragraph do not include capital costs of the common interceptor sewer conveying Schofield's and Wausau's wastewater from the southeast side of Wausau, including the river crossing and interceptor west of the river, to the plant. Each segment of this interceptor may have a different level of funding contribution such as the interceptor south of Sturgeon Eddy versus the river crossing. Schofield and Wausau shall enter into negotiations to determine final cost allocations per each project related to each common interceptor segment. As a means to settle cost sharing arrangements regarding project costs for the common interceptor, Schofield and Wausau may employ the services of a mutually agreed upon third party competent to make a professional cost allocation settlement. The fees for this third party opinion will be split 50/50.

13. Schofield shall pay the Wausau Water Works the cost of handling, treating, and disposing of its sewage pursuant to the latest rate or to any rate schedules established in the future. Wausau shall initiate a rate review/analysis as necessary to maintain the normal operation of the Wausau WWTF. Any rate changes following a review/analysis, including normal operating percentage increases, may be implemented, irrespective of any

formal rate study being undertaken. Schofield shall have the right to review all documentation supporting any proposed rate changes.

A copy of Wausau's annual audit will be available after June 30 of each year upon request. Wausau will provide Schofield at least 90 days written notice of the intent to adjust rates. A copy of the new rates and the methodology used to revise the rates will be submitted to Schofield prior to rate implementation.

(By reference, the most current rate study shall be available for review by Schofield and will be on file in the office of the Wausau WWTF.)

14. Wausau shall invoice Schofield within 10 days following each month for metered charges. Payment shall be due and payable within 30 days from date of invoice. A penalty of one percent per month will be charged for all payments sixty (60) days or more past due. (Disputes in billing are not subject to penalty assessment until both parties agree on the final billing.)

IN WITNESS WHEREOF, the preside of the Wausau Water Works and its secretary, and the City of Schofield by its mayor and clerk, have made and executed this contract for the said Wausau Water Works and the City of Schofield, pursuant to authority vested in them by the Utility and the Common Council, respectively.

Signed this _____ day of _____, 2021.

WAUSAU WATER WORKS

In Presence of:

President

Secretary

CITY OF SCHOFIELD

In Presence of:

Mayor

City Clerk

CONFIRMATION OF CLERK'S APPOINTMENTS

to members of the Board of Election Officials for a term ending December 31, 2023

File Number:	21-1203	Date Introduced:	December 14, 2021
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WHEREAS, pursuant to Section 7.30(4)(a) of the Wisconsin Statutes, the governing body of the City must appoint necessary election officials for polling sites no later than the last regular meeting in December of each odd numbered year, and

WHEREAS, pursuant to Section 7.30(4)(b), the two dominant political parties are responsible for submitting a list of names from which election officials are appointed by no later than November 30 of each odd numbered year, and

WHEREAS, pursuant to Section 7.30(2)(c), if the lists are insufficient or not submitted, the municipality shall nominate other qualified persons whose names have not been submitted by the political parties, and

WHEREAS, members have been appointed whose names appear on the list submitted by the Marathon County Democratic Party Chairperson by the deadline, and

WHEREAS, members have been appointed whose names appear on the list submitted by the Marathon County Republican Party Chairperson by the deadline, now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the list of qualified persons attached hereto and made part of this resolution be hereby appointed to the Board of Election Officials for a term to expire on December 31, 2023 and

BE IT FURTHER RESOLVED, that pursuant to Section 7.30(2)(b), the City Clerk may appoint qualified persons to the Board of Election Officials to fill vacancies occurring prior to December 31, 2023.

Approved:

Katie Rosenberg, Mayor

LAST NAME	FIRST NAME	ADDRESS	ZIP CODE	REGISTERED PARTY
Abadeer	Karen	1303 W Wausau Avenue	54401	REPUBLICAN
ACKERET	STEVEN	518 4TH AVE	54401	UNAFFILIATED
Ackerman	David	MOVED - NO FORWARD ADDRESS		REPUBLICAN
ALCANTARA	TERESE	914 MCINDOE ST	54403	UNAFFILIATED
ANDERSON	LAURA	223461 MAGNOLIA AVE	54401	UNAFFILIATED
AREND	BETTE	165402 COUNTY HWY Z	54403	UNAFFILIATED
AREND	HANNAH	165402 COUNTY HWY Z	54403	UNAFFILIATED
Ascher	James	815 Sturgeon Eddy Road	54403	REPUBLICAN
ASHMAN	NANCY	541 STURGEON EDDY RD	54403	UNAFFILIATED
Baker	Robin	3308 Springdale Avenue	54401	REPUBLICAN
BAUMANN	GAYLE	810 N 8TH AVE	54401	UNAFFILIATED
Bautsch	Sandy	1777 Mulligan Drive	54403	REPUBLICAN
BE BEAU	KATHLEEN	310 S 8TH AVE	54401	UNAFFILIATED
BEATTIE	MICHELINE	807 S 48TH AVE, APT 2	54401	UNAFFILIATED
BEILFUSS	ETHAN	221 N 14TH ST	54403	UNAFFILIATED
BEMBENEK	ELSIE	316 S 5TH AVE	54401	UNAFFILIATED
Bergerson	Linda	3025 N 10th Street	54403	REPUBLICAN
Bergerson	Thomas	3025 N 10th Street	54403	REPUBLICAN
BERNDT	STACY	2008 SHERMAN ST	54401	UNAFFILIATED
BERTSCH	CHERYL	1326 GOLF CLUB RD	54403	UNAFFILIATED
BLUME	JONATHAN	225122 CAMELLIA ST	54401	UNAFFILIATED
BOBULA	CAROLE	1335 N 4TH AVE	54401	UNAFFILIATED
BOHLKEN	BRUCE	409 ROSS AVE	54401	UNAFFILIATED
BONACKER	JOHN	309 N EMERALD DR	54401	UNAFFILIATED
BONACKER	LAVINIA	309 N EMERALD DR	54401	UNAFFILIATED
Booth	Kimberly	1124 S 6th Ave	54401	REPUBLICAN
BORNEMANN	ROXANN	706 SPRING ST	54403	UNAFFILIATED
Borski	Michael	3308 Springdale Avenue	54401	REPUBLICAN
Bouche	Debra	309 S 66th Ave	54401	REPUBLICAN
BRACE	SHERRY	925 N 9TH AVE	54401	UNAFFILIATED
Bray	Kim	3111 N 12th Street	54403	REPUBLICAN
BREZOVAR	JULIE	1232 S 10TH AVE	54401	UNAFFILIATED
BRIGGS	KAREN	154 EAU CLAIRE BLVD	54403	DEMOCRAT
BROWN	NANCY	2820 HUBBILL AVE	54401	UNAFFILIATED
BRZESKI	JEROME	3225 N 7TH STREET	54403	UNAFFILIATED
BUBLIK	MAXWELL	210 INDEPENDENCE LN	54403	UNAFFILIATED
Buehler	Kurt	6712 Morgan Creek Dr.	54401	REPUBLICAN
BUETSCH	SANDRA	1127 S 13TH AVE	54401	UNAFFILIATED
Burhans	Tom	1418 N 2nd Ave	54401	REPUBLICAN
BURKHARDT	KATHLEEN (KATHY)	3403 SEYMOUR LN	54401	REPUBLICAN
BURKHARDT	MARTIN (MARTY)	3403 SEYMOUR LN	54401	REPUBLICAN

BUSHMAN	TRACY JAMES	317 N 10TH AVE	54401	UNAFFILIATED
CARR	JENNIFER	910 KICKBUSH ST	54403	UNAFFILIATED
Champan	Don	1206 Auther Street	54403	REPUBLICAN
Chapman	Deb	1206 Auther Street	54403	REPUBLICAN
Cherf	Mike	720 N 7th Avenue	54401	REPUBLICAN
CHEYKA	BRIAH	1803 MADISON ST	54401	UNAFFILIATED
CHEYKA-SAWYER	JULIE	2315 PIED PIPER LN	54403	DEMOCRAT
CHRISTENSEN	KIM	734 GREENFIELD AVE	54401	UNAFFILIATED
Christiansen	Martin	1130 S 50th Ave. # 125	54401	REPUBLICAN
Christiansen	Rhonda	1130 S 50th Ave. # 125	54401	REPUBLICAN
Cich	Constance	1713 Everest Avenue	54476	REPUBLICAN
Clark	Rita	1230 S 50th Avenue Apt 7	54401	REPUBLICAN
COOPER	LISA	708 FULTON ST, APT 115	54403	UNAFFILIATED
CORRELL	JULIE	717 STEUBEN ST	54403	UNAFFILIATED
CORRELL	KERRY	717 STEUBEN ST	54403	UNAFFILIATED
CROSSMAN	ALEXIS	219 RESERVOIR AVE	54401	UNAFFILIATED
DAHL	AMIE	928 S 14TH AVE	54401	UNAFFILIATED
DAY	KENNETH	813 BECHER DR	54401	UNAFFILIATED
Debroux	Randy	3500 Honeysuckle Lane	54401	REPUBLICAN
DETERT	VERJEAN	810 N 5TH AVE	54401	UNAFFILIATED
DIETSCHKE	DAWN	1226 HENRIETTA ST	54403	REPUBLICAN
DINY	JEAN	708 FULTON ST, APT 113	54403	UNAFFILIATED
DOLENSHEK	NANCY	1012 EVEREST BLVD	54403	UNAFFILIATED
DUEIS	JULIE	1424 FAIRMOUNT STREET	54403	UNAFFILIATED
DUGINSKI	BETSY			UNAFFILIATED
DUGINSKI	JAMES	926 WASHINGTON STREET	54403	UNAFFILIATED
DURANTE	DEREK	138 QUAW ST	54401	UNAFFILIATED
ENGLERT	KATHLEEN (KATHY)	1010 S 50TH AVE, APT 42	54401	UNAFFILIATED
ENGLISH	MARY SUSAN	1045 SAINT AUSTIN AVE	54403	DEMOCRAT
ENKERS	JANE	5406 ZANDRA ST	54476	UNAFFILIATED
ERICKSON	CHERYL	1928 ZIMMERMAN ST	54403	UNAFFILIATED
ERICKSON	SCOTT	415 KOLTER ST	54403	UNAFFILIATED
ERICKSON-ONGNA	MARJORIE	1502 SILVER SPRING ST	54401	UNAFFILIATED
FANDRE	KATHLEEN	620 S 5TH AVE	54401	UNAFFILIATED
FANDREY	ADELINE	1736 PLUM DR	54401	UNAFFILIATED
FAZENDIN	AMY	1710 TALL OAKS DRIVE	54403	UNAFFILIATED
Feiten	Shelley	429 N 9th Avenue	54401	REPUBLICAN
FENHAUS	FRED	1402 N 13TH ST	54403	UNAFFILIATED
FENHAUS	SALLY	1402 N 13TH ST	54403	UNAFFILIATED
FERRIS	JENNIFER	227 N 7TH AVE	54401	UNAFFILIATED
FORTENBERRY	JO ANN	511 ROGER DR	54401	UNAFFILIATED
FORTENBERRY	JOHNNY	511 ROGER DR	54401	UNAFFILIATED
FOSTER	DEB	1523 BEECHWOOD DR	54401	UNAFFILIATED

FRAILING	MARK	1216 S 10TH AVE	54401	UNAFFILIATED
FRANKEL	JEAN	407 GRANT ST	54403	UNAFFILIATED
FREDERICK	JACK	3103 GLENDALE AVE	54401	DEMOCRAT
FROST	KAREN	601 N 6TH STREET	54403	REPUBLICAN
Gabor	Kelley	431 N 7th Avenue	54401	REPUBLICAN
GACK	JOSEPH (JOE)	911 LINCOLN AVE	54403	UNAFFILIATED
GARDNER	EMMALETH (EMMY)	806 MCINTOSH STREET	54403	UNAFFILIATED
GARSKE	SHIELA	1406 LAKE ST	54401	UNAFFILIATED
GAUERKE	ROSE	211 N 14TH AVE	54401	UNAFFILIATED
GEHIN	JOE	3400 SPRINGDALE AVE	54401	UNAFFILIATED
GEHRI	REBECCA	114 1/2 S 3RD AVE	54401	UNAFFILIATED
GILLE	ELIZABETH	8005 STEWART AVE	54401	UNAFFILIATED
Glenetski	Tori	3416 Wildwood Lane	54401	REPUBLICAN
GONZALEZ	SHIRLEY	510 LINCOLN AVE	54403	UNAFFILIATED
GRAHAM	MICHAEL	H13476 LANDING ROAD	54403	UNAFFILIATED
GROESCHEL	KATHI	9652 SANDHILL DR	54476	UNAFFILIATED
GROSHAN	EDWARD	1519 N 28TH AVE	54401	UNAFFILIATED
GULLIHUR	MARYANN	316 RUDER ST	54403	UNAFFILIATED
Gulsvig	Neil	2304 Talon Lane	54403	REPUBLICAN
Gulsvig	Jan	2304 Talon Lane	54403	REPUBLICAN
HACKBARTH	DANIEL	311 N 7TH AVE	54401	UNAFFILIATED
HADLEY	DEB	3603 HIDDEN LINKS DR	54403	REPUBLICAN
HAGENESS	YVONNE	926 MAPLE HILL RD	54003	REPUBLICAN
HAMILTON	GERALD	2201 ZIMMERMAN ST	54403	UNAFFILIATED
HANNEY	CARLY	1412 WISCONSIN ST	54403	UNAFFILIATED
HANSEN	SUSANNA	1651 SPRING STREET, SCHOFIELD	54476	UNAFFILIATED
HASE	KURT	703 1/2 WEST ST	54401	DEMOCRAT
Hatz	Judy	2235 Grand Avenue Apt 9	54403	REPUBLICAN
Haupt	Randy	824 Kent Street	54403	REPUBLICAN
Haupt	Heather	824 Kent Street	54403	REPUBLICAN
HELLROOD	JIM			UNAFFILIATED
HEMP	SHERYL	914 GRAND AVE, APT 14	54403	DEMOCRAT
HERBST	DAWN	2809 SPRINGDALE AVE	54401	UNAFFILIATED
Hess	James	1206 Washington Street	54403	REPUBLICAN
HEYES-KREIE	NANCY	1320 GRAND AVE, APT 212	54403	UNAFFILIATED
HODEK	MORGAN	227429 Boulder Ridge Cir	54401	UNAFFILIATED
HOENECKE	SUSAN	4526 FOREST VALLEY RD	54403	REPUBLICAN
Hoenecke	Mark	4526 Forest Valley Rd.	54403	REPUBLICAN
HOFFMAN	CRAIG	616 KENT STREET	54403	UNAFFILIATED
HOLMES	ELLA	621 S 20TH AVE, APT 103	54401	UNAFFILIATED
HOMP	ELLEN	1521 N 1ST AVE	54401	UNAFFILIATED
Hoogendyk	Jack	4508 Hilltop Road	54403	REPUBLICAN
Hoogendyk	Erin	4508 Hilltop Road	54403	REPUBLICAN

Hoppa	Deb	1108 Bugbee Avenue	54401	REPUBLICAN
HORA	TERRIE	120 ROSS AVE	54403	UNAFFILIATED
HOSLER	DOUGLAS	1717 N 13TH ST	54403	UNAFFILIATED
HOUDEN	AUDREY	1804 GREEN VISTAS DRIVE	54403	UNAFFILIATED
Houghton	Audrey	1804 Green Vistas Drive	54403	REPUBLICAN
Hutchinson	Bethany	713 Kent Street	54403	REPUBLICAN
Hutchinson	Darek	713 Kent Street	54403	REPUBLICAN
Hutchinson	William	713 Kent Street	54403	REPUBLICAN
Hutchinson	Olivia	713 Kent Street	54403	REPUBLICAN
Huxtible	Sandy	1312 Maple Hill Road	54403	REPUBLICAN
Huxtible	Rick	1312 Maple Hill Road	54403	REPUBLICAN
Iverson	Leslie	1003 Sylvan Street	54403	REPUBLICAN
JACOBSON	ANNE	3321 RICHARDS RD	54401	UNAFFILIATED
Jahns	Ray	1507 Kenwood Drive	54401	REPUBLICAN
Jahsmann	Joreen	1702 green Vistas Dr.	54403	REPUBLICAN
JOSIGER	NICHOLAS	2812 HUBBILL AVE	54401	UNAFFILIATED
JOSWICK	ELIZABETH	312 N 32ND AVE	54401	REPUBLICAN
Joswick	Dave	312 N 32nd Avenue	54401	REPUBLICAN
KALSON	MCKENNA	1309 TORNEY AVE	54403	UNAFFILIATED
KANNENBERG	DEAN	2204 GROUSE LN	54401	REPUBLICAN
KENNEDY	COLEEN	6402 N 69TH ST	54403	UNAFFILIATED
KLINE	NICHOLAS	906 GRANT ST	54403	UNAFFILIATED
KLUG	BARBARA	148505 JOHNS LANE - MOSINEE	54455	UNAFFILIATED
KNOECK	THOMAS	2310 ELMWOOD BLVD	54403	UNAFFILIATED
KNOX	KATHRYN	4002 CRESTWOOD DR	54403	REPUBLICAN
Kocha	Renee	1020 S 50th Ave, #17	54401	REPUBLICAN
Koss	Michael	151143 Dragonwing Ln	54401	DEMOCRAT
KOSTKA	GERALD (JERRY)	2205 RIDGE VIEW DR	54401	UNAFFILIATED
KOSTKA	GLORIA	2205 RIDGE VIEW DR	54401	UNAFFILIATED
KRAIMER-NICHOLS	JANET	1407 NORTON ST	54401	UNAFFILIATED
KRAMER	JEANETTE	1620 NORTH 1ST AVE	54401	UNAFFILIATED
KRASOWSKI	CASEY	1903 STARK ST	54403	UNAFFILIATED
KRAUS	DAVID	148788 JOHNS LN, MOSINEE	54455	UNAFFILIATED
Kremnitzer	Wendy	4019 Briarwood Avenue	54403	REPUBLICAN
KREMSREITER	RENEE	4303 AUGUSTINE AVE	54476	UNAFFILIATED
KROLL	RANDY	1812 POPLAR LN	54403	UNAFFILIATED
KROLL	ROXANNE	1812 POPLAR LN	54403	UNAFFILIATED
KRZNARICH	LAURA	1151 E WAUSAU AVE	54403	UNAFFILIATED
LANG	JEANNE	1406 KNOX ST	54401	UNAFFILIATED
LAPINSKE	JOANNE	611 WEST ST	54401	DEMOCRAT
LEMKE	BONNIE	5115 N 32ND AVE	54401	REPUBLICAN
LENTZ GRAU	KIM	503 RUDER STREET	54403	UNAFFILIATED
LEVELIUS	BENJAMIN	212723 LUMBERMAN DR, STRATFORD	54484	UNAFFILIATED

LEVICKIS	ELLEN	1529 CHERRY ST	54401	REPUBLICAN
LEWIS	PAUL	612 S 44TH AVE	54401	UNAFFILIATED
LEWIS	ROSARIO	612 S 44TH AVE	54401	UNAFFILIATED
LINDER	RICHARD	1302 STARK ST	54403	UNAFFILIATED
LISSACK	MARILYN	1231 SUNSET DR	54401	UNAFFILIATED
Little	Christine	3312 N 11th St	54403	DEMOCRAT
Lucus	Carol	2009 Zimmerman Rd	54403	REPUBLICAN
LUND	AMY	231743 GUINNESS RD	54403	UNAFFILIATED
MACHEK	CAROL	1015 WESTON AVE	54403	UNAFFILIATED
Manning	Julie	1215 S 4th Avenue	54401	REPUBLICAN
MARTIN	JEFF	144 KENT ST	54403	UNAFFILIATED
MARTIN	STACEY	4606 EDGEWOOD BLVD	54401	UNAFFILIATED
MATHEWS	DOROTHY	500 GRAND AVE, APT 307	54403	UNAFFILIATED
MATUSZAK	STEVEN	910 MEADOW RD, #3	54403	DEMOCRAT
MCCANN	MARILYN	5319 SHERMAN ST	54401	UNAFFILIATED
MCELHANEY	REBECCA	4050 ASHLAND AVE	54403	UNAFFILIATED
MCGRATH	BRENDA	1719 MATHIE ST	54403	UNAFFILIATED
MCGRATH	CATHERINE	1719 MATHIE ST	54403	UNAFFILIATED
MERRIAM	JENNIFER			UNAFFILIATED
MILLER	DIANE	915 MAPLE HILL RD	54403	UNAFFILIATED
MILLER	LYNN	1100 S 50TH AVE, APT 72	54401	UNAFFILIATED
MOOTZ	VIRGINIA	412 ROSS AVE	54403	UNAFFILIATED
Morache	John	2102 Eagle Valley Lane	54403	REPUBLICAN
Morache	Stacey	2102 Eagle Valley Lane	54403	REPUBLICAN
MORRIN	DEBRA	716 N 34TH AVE	54401	UNAFFILIATED
Mueller	Duane	2629 Bay Shore Drive	54401	REPUBLICAN
Mueller	Jan	2629 Bay Shore Drive	54401	REPUBLICAN
NEUMEYER	TIM	213 1/2 N 4TH AVE	54401	UNAFFILIATED
Niemeyer	Jenny	678 W Cassidy Drive	54401	REPUBLICAN
NIGBUR	BEVERLY	1802 GREEN VISTAS DR	54403	UNAFFILIATED
NIKOLAY	PATRICIA (PAT)	106 S 36TH AVE	54401	UNAFFILIATED
NUTTING	DAVID	534 S 1ST AVE	54401	UNAFFILIATED
O'CONNELL	DIANE	1817 N 2ND ST	54403	UNAFFILIATED
O'CONNELL	KEVIN	247653 ADAMS LANE, MERRILL	54452	UNAFFILIATED
O'DRISCOLL	AMANDA	505 S 52ND AVE	54401	UNAFFILIATED
OELKE	BARBARA	718 HUMBOLDT AVE	54402	UNAFFILIATED
Olafsson	William	2213 Ridge View Drive	54401	REPUBLICAN
OLDENBERG	WILLIAM	3316 SPRINGDALE AVE	54401	UNAFFILIATED
Ollhoff	Josephine	5105 W Wausau Ave,	54401	REPUBLICAN
OLSON	ALICE	1709 PORTER ST	54401	UNAFFILIATED
OLSON	SHARON	1530 N 2ND AVE	54401	UNAFFILIATED
ORCUTT	ROBERT	4128 RIVER HILLS CIR	54403	UNAFFILIATED
ORLIKOWSKI	SCOTT	1525 PEARSON ST	54401	UNAFFILIATED

OSELKA	MEGHAN	4050 ASHLAND AVE	54403	UNAFFILIATED
OTALORA	LINDA	1108 S 5TH AVE	54401	UNAFFILIATED
PACHAL	RITA	1310 MAPLE HILL RD	54403	DEMOCRAT
PAGEL	JOAN	104 E BOS CREEK DR	54401	UNAFFILIATED
PAGEL	PRESTON	2152 GLENDALEN RD, MOSINEE	54455	UNAFFILIATED
PAGEL	TANYA	4606 STETTIN DR	54401	UNAFFILIATED
PARSCH	LISA	1608 SUMMIT DR	54401	UNAFFILIATED
Pattison	Tom	403 Briarwood Avenue	54403	REPUBLICAN
Pattison	Helen	403 Briarwood Avenue	54403	REPUBLICAN
PETERS	CHARLES	609 STEUBEN STREET	54403	UNAFFILIATED
PFENDER	ROBERT	1320 N 2ND AVE	54401	UNAFFILIATED
PIOTROWSKI	GAIL	3502 SPRINGDALE AVE	54401	UNAFFILIATED
Pizor	Renette	106 Windtree Drive	54401	REPUBLICAN
PREHN	LINDA	1209 EASTHILL DR	54403	REPUBLICAN
Price	Linda	150418 Kildeer Lane	54401	REPUBLICAN
RANDALL	SUSAN	318 PARK AVE	54403	UNAFFILIATED
Rantanen	Kim	920 S 12th Ave	54401	REPUBLICAN
RASKIN	MONTY	PO BOX 382	54402	UNAFFILIATED
RASMUSSEN	AIDEN (high school)	MOVED - NO FORWARD ADDRESS		UNAFFILIATED
REINHARDT	JANICE	929 MARQUARDT RD	54403	UNAFFILIATED
REISSMANN	OWEN	926 S 4TH AVE	54401	UNAFFILIATED
REKOWSKI	SANDY	203 S 56TH AVE	54401	UNAFFILIATED
RHYNER	KIM	1510 BUREK AVE	54401	UNAFFILIATED
Rhyner	Steve	801 N 13th St	54403	DEMOCRAT
RICHARDSON	CAROL	1308 CEDAR ST	54401	UNAFFILIATED
Richetto	Suzanne	4775 W Wausau Avenue	54401	REPUBLICAN
RIES	CAROL	1401 ELM ST APT 303	54401	UNAFFILIATED
RISTOW	MERRY	16 FULTON ST, APT 418	54403	UNAFFILIATED
ROBINSON	AMY	8005 BIRCH ST., APT 346; WESTON	54476	UNAFFILIATED
ROBINSON	ELIZABETH	812 1/2 Lincoln Ave	54403	UNAFFILIATED
Roeder (Smith)	Bonnie	3929 Henry Street	54403	REPUBLICAN
ROLOFF	RON	2903 N 6TH STREET	54403	REPUBLICAN
Rosemurgy	April	911 N 10th Street	54403	REPUBLICAN
ROTTER	PETER	1005 STURGEON EDDY RD	54403	UNAFFILIATED
Ruesch	Clint	2103 Meadowbrook Way	54403	REPUBLICAN
RUHL	TERESA	3508 POLZER DR	54401	REPUBLICAN
RUTZ	DOROTHY	1319 ROSE MARIE ST #5	54401	UNAFFILIATED
Ryan	Sara	4810 W Wausau Avenue	54401	REPUBLICAN
SALZMAN	JOHN	241320 SUNRISE RD	54403	UNAFFILIATED
Sanders	Robert	4505 Huntington Ct	54401	DEMOCRAT
SCHAUT	DANIEL (Dr.)	1723 MULLIGAN DR	54403	UNAFFILIATED
SCHEIDLER	LISA	924 AUGUSTA AVE	54403	UNAFFILIATED
SCHMIDT	DAVID	1215 SINGLE AVE	54403	UNAFFILIATED

Schmirler	David	711 Bugbee Avenue	54401	REPUBLICAN
SCHOOLCRAFT	GLORIA	1004 N 5TH AVE	54401	UNAFFILIATED
SCHROEDER	MARIE	1625 MARTEN ST	54401	UNAFFILIATED
SCHROEDER	SUZANNE	207 WINDTREE DR	54401	UNAFFILIATED
SCHUBRING	DEANN	516 FRANKLIN ST	54403	UNAFFILIATED
SCHUBRING	KURT	516 FRANKLIN ST	54403	UNAFFILIATED
SCHULZ	MARGARET	1629 PLATO ST	54403	UNAFFILIATED
SCHULZ	NANCY	1202 KICKBUSCH ST	54403	UNAFFILIATED
SCHULZ	JIM	1629 PLATO ST	54403	UNAFFILIATED
SCHWARZHUBER	DIANE	245501 PIT RD	54403	UNAFFILIATED
SHERBERT	DELORES	424 N 6TH AVE	54401	UNAFFILIATED
SIMONAR	SUZANNE	3125 MADONNA DR	54401	UNAFFILIATED
SKIBBA	LORI	PO BOX 734	54402	UNAFFILIATED
SKINNER	MARY	1720 PORTER ST	54401	UNAFFILIATED
SKINNER	MERLIN (BUTCH)	1720 PORTER ST	54401	UNAFFILIATED
SMITH	KEITH	424 LAZY WAY	54401	UNAFFILIATED
Smith	Louis	3929 Henry Street	54403	REPUBLICAN
STACK	AMY	306 TIMBER TRAIL DR	54403	UNAFFILIATED
STANTON	LORETTA	1629 N 3RD AVE	54401	DEMOCRAT
STECKART	DEB	2201 MARSHALL ST	54403	UNAFFILIATED
STECKART	TOM	2201 MARSHALL ST	54403	UNAFFILIATED
STELLA	MARSHA	409 LISBETH RD	54401	UNAFFILIATED
STRANSKY	PASTOR JOHN	2123 MEADOWBROOK WAY	54403	UNAFFILIATED
STREETER	ELAINE	1010 S 50TH AVE, APT 16	54401	UNAFFILIATED
SURTI	ALIYA			UNAFFILIATED
SWANBORG	VALERIE	3201 N 12TH ST	54403	UNAFFILIATED
Terry	Mary	817 S 8th Avenue	54401	REPUBLICAN
THIEL	SANDRA	1627 BECHER DR	54401	UNAFFILIATED
Thiel	Julie	7000 Antler Circle	54401	REPUBLICAN
THOMASGARD	COLLEEN	3404 N 13TH ST	54403	UNAFFILIATED
THOMPSON	JAMES	1916 MILWAUKEE AVE	54403	UNAFFILIATED
THORESON	MAREN	816 STURGEON EDDY RD	54403	UNAFFILIATED
TIPPLE	PATRICIA (PIXIE)	314 GERALD CT	54401	UNAFFILIATED
Toldness	Cathy	1225 Ankor Street	54403	REPUBLICAN
TRITTEN	RUTH	310 BURNS ST	54401	UNAFFILIATED
TRITTIN	KAREN	112 FLEMING ST	54403	UNAFFILIATED
TRUEBLOOD	BEN	902 STEWART AVE	54401	UNAFFILIATED
TRUEBLOOD	BRUCE	902 STEWART AVE	54401	UNAFFILIATED
TRYCZAK	LINDA	807 S 9TH AVE	54401	UNAFFILIATED
Urbanek	Dennis	1505 Pine View Lane	54403	REPUBLICAN
Urbanek	Judith	1505 Pine View Lane	54403	REPUBLICAN
VAN DALFSEN	HEATHER	1101 GREENHILL DR	54401	UNAFFILIATED
VanSleet	Nancy	1218 Prospect Avenue	54403	REPUBLICAN

[illegible]

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

**JOINT ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Annexing territory from the Town of Stettin to the City of Wausau

Dean Grube – 311 N. 36th Avenue

Committee Action: CISM Approved 5-0
Plan Comm. Approved 6-0

Ordinance Number: 497-21B

Fiscal Impact: Pursuant to state law, a payment will be made to the Town of Stettin for their tax share loss for a period of five years. This payment will be offset by the new taxes generated on the annexation.

File Number: 21-1206

Date Introduced: December 14, 2021

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Dean Grube, sole owner of the land now located in the Town of Stettin, Marathon County, Wisconsin, and being a part of the Wausau School District, there being no electors residing therein, the following described land is hereby annexed to the City of Wausau:

Part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 28; thence N 89°51' W, along the North line of said Southeast $\frac{1}{4}$ of Section 28, 2611 feet to the West line of Block 1, Pine Crest Second Addition, extended Northerly; thence S 0°04' E, along said West line extended Northerly and along said West line, 180 feet to the Northwest corner of Lot 3, said Block 1, the point of beginning;

Thence S 0°04' E, along the West line of said Lot 3, 100 feet to the North line of Lot 5, said Block 1; thence S 89°51' E, along said North line, 150 feet to the East line of said Lot 5; thence S 0°04' E, along said East line, 100 feet to the South line of said Lot 5; thence N 89°51' W, along said South line, 150 feet to the West line of said Lot 5; thence continuing N 89°51' W, along said South line extended Westerly, 55 feet to a line 25 feet Westerly of and parallel with the East line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence N 0°04' W, along said parallel line, 200 feet to the North line of said Lot 3 extended Westerly; thence S 89°51' E, along said North line extended Westerly, 55 feet to said Northwest corner of Lot 3, the point of beginning.

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and remain a part of the Wausau School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.040, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 11th Aldermanic District and the 23rd Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

The population of the annexed territory is zero (0).

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Agreement to Pay Town Taxes. The City shall pay to the Town of Stettin all necessary property taxes that are due and owing pursuant to the provisions of Section 66.0217(14) of the Wisconsin Statutes.

Section 7. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 8. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, TJ Niksich, Cord Buckner, Tara Alfonso, Chad Abbiehl, Lori Wunsch

Discussion and possible action on petition for annexation – Grube (076-2907-284-0004, Town of Stettin)

The property owner is requesting annexation for water and sewer. Larson moved to approve. Ryan seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 16, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Brad Lenz, Brian Stahl, Sam Wessel, Ted Matkom, Frank Szendrey, Melissa Engen

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

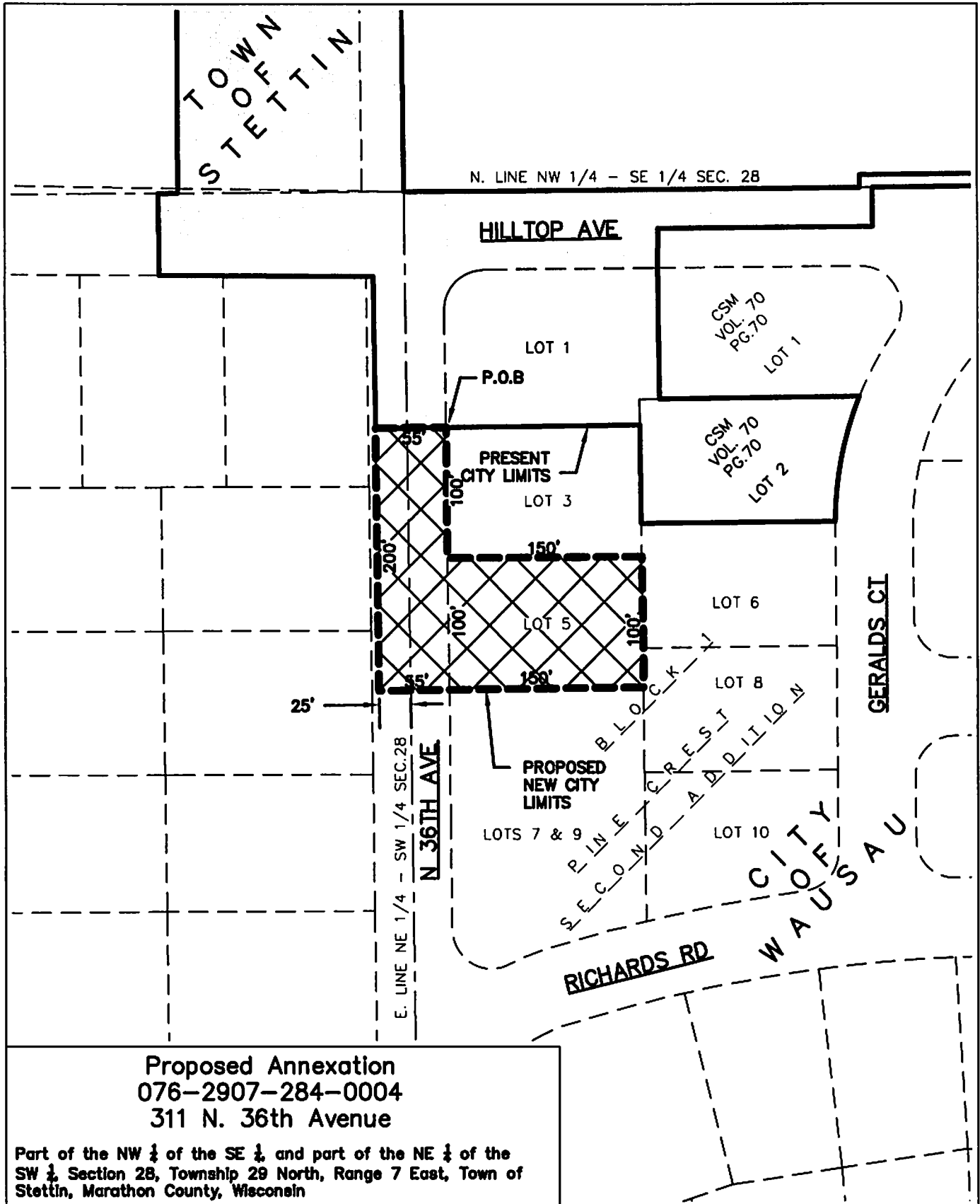
Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on petition for annexation – Grube (076-2907-284-0004, Town of Stettin.)

Lindman stated that the property owner is requesting the annexation for water and sewer.

Bohlken motioned to approve the petition for annexation – Grube (076-2907-284-0004, Town of Stettin). Brueggeman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on December 14, 2021.

AGENDA ITEM
Discussion and possible action on petition for annexation – Grube (076-2907-284-0004, Town of Stettin)
BACKGROUND
The City of Wausau has received a petition from Dean Grube to annex 311 N. 36 th Avenue to the City of Wausau from the Town of Stettin. A map and legal description are included. Sewer and water is available at the property.
FISCAL IMPACT
The City would add this property to the tax role. The City will pay the Town of Stettin for a period of 5 years an amount equal to the value of the town taxes received from the annexation at the time the annexation becomes final. The petitioner will be assessed a per foot assessment for the sewer and water.
STAFF RECOMMENDATION
Staff recommends approving the annexation.
Staff contact: Allen Wesolowski 715-261-6762



PROPOSED ANNEXATION MAP

ANNEXING TERRITORY
FROM THE TOWN OF STETTIN

TOTAL AREA OF
PROPOSED ANNEXATION
25,900± S.F.
0.59± AC.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving lease agreement with Seth Carlson for property at 180 E. Wausau Avenue

Committee Action: Approved 5-0

Fiscal Impact: \$275.00 per month

File Number: 21-1209

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City presently owns property located at 180 E. Wausau Avenue which is improved with a warehouse type building ("Premises") and is currently unoccupied; and

WHEREAS, Seth Carlson ("Lessee") is an active member of an organization known as Wausau Bike Polo Club ("Club"); and

WHEREAS, the Club desires to be able to play "bike/bicycle polo" indoors for the winter months; and

WHEREAS, Lessee desires to lease the Premises in order to enable the Club and its members to be able to play "bike/bicycle polo" indoors for the winter months; and

WHEREAS, the proposed rent is \$275.00 per month including utilities, the Lessee agrees to be responsible, among other things, for removal of snow and ice, and the proposed term of the Lease will terminate on April 30, 2022; and

WHEREAS, the lease agreement requires Lessee to obtain commercial general liability insurance and also name the City, its officers, council members, agents, employees, and authorized volunteers as an additional insureds on such policy; and

WHEREAS, your Economic Development Committee, at its December 7, 2021, meeting, recommended entering into a lease agreement substantially in the form of Exhibit 1 attached hereto with Seth Carlson for the purpose of allowing the Club and its members to be able to play “bike/bicycle polo” indoors.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a lease agreement with Seth Carlson substantially in the form of Exhibit 1 attached hereto to permit the Wausau Bike Polo Club and its members to be able to play “bike/bicycle polo” indoors at 180 E. Wausau Avenue, through April 30, 2022.

Approved:

Katie Rosenberg, Mayor

WHEREAS, your Economic Development Committee, at its December 7, 2021, meeting, recommended entering into a lease agreement substantially in the form of Exhibit 1 attached hereto with Seth Carlson for the purpose of allowing the Club and its members to be able to play “bike/bicycle polo” indoors.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a lease agreement with Seth Carlson substantially in the form of Exhibit 1 attached hereto to permit the Wausau Bike Polo Club and its members to be able to play “bike/bicycle polo” indoors at 180 E. Wausau Avenue, through April 30, 2022.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

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

In Attendance

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

Others Present: Mayor Rosenberg, Alderpersons Michael Martens, Lou Larson, and Dawn Herbst, Liz Brodek, Attorney Anne Jacobson, Tammy Stratz, Randy Fifrick, MaryAnne Groat, Terrance Wall and Nick Patterson of T Wall Enterprises, Tyler Wildman of Wausau Bike Polo, Trent Claybaugh of Gorman & Co (via WebEx),

Agenda Item 2 – Discussion and Possible Action on approving lease agreement for 180 E. Wausau to Seth Carlson on behalf of Wausau Bike Polo (Brodek, Carlson)

Brodek stated that she was approached by Seth Carlson of the Wausau Bike Polo about the possibility of renting 180 E. Wausau Avenue for the winter. Brodek disclosed that the water was turned off to the building and that a portion of the roof was in disarray; however, Carlson was okay with these items as the building would be used only for team use and not public use. Carlson would provide the necessary insurance and provide all necessary snow removal during their tenancy.

Tyler Wildman of Wausau Bike Polo stated they are grateful for the opportunity to discuss making this a reality. They have tried for a couple of years to partner with the City for space but had been unsuccessful in the past. They will provide the necessary insurance, an outdoor bathroom facility, and remove snow as requested.

Kilian remarked that he has witnessed the group utilize Riverside Park when weather permitted and the group is very respectful of the property and is a very positive activity.

Rasmussen moved to approve the lease agreement. Seconded by Kilian. Motion approved unanimously.

SHORT TERM LEASE AGREEMENT

THIS LEASE, made this ____ day of December, 2021, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, ("LESSOR") and Seth Carlson ("LESSEE");

WITNESSETH:

WHEREAS, LESSOR presently owns property in the City of Wausau at 180 E. Wausau Avenue, a description of such property being attached hereto as "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the property described on Exhibit 1 contains an enclosed warehouse type structure/building which is surfaced with concrete and is currently unoccupied (the property and the foregoing described improvements are hereinafter referred to as "Premises"); and

WHEREAS, LESSEE is an active member of an organization known as Wausau Bike Polo Club ("Club"); and

WHEREAS, the Club desires to be able to play "bike/bicycle polo" indoors for the winter months; and

WHEREAS, LESSEE wishes to lease from LESSOR the Premises, and LESSOR wishes to lease to LESSEE the Premises, all upon terms and conditions as follows.

NOW, THEREFORE, and in consideration of the rents, covenants, and Leases herein contained, LESSOR does hereby lease to LESSEE, and LESSEE does lease from LESSOR the Premises subject to the following terms and conditions:

1. PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the Premises.
2. DURATION OF LEASE. The term of this Lease shall begin on the _____ day of December, 2021, and terminate on the 30th day of April, 2022.
3. RENT. LESSEE agrees to pay to LESSOR as follows:
 - (a) The rent shall be Two Hundred and Seventy Five Dollars (\$275.00) per month, beginning _____, 2021. Rent shall be payable in advance and paid by cash, cashier's check, or certified funds. Payments shall be made at the office of the City Clerk at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address, without prior demand or notice. Payment shall be received by the 1st day of each month for which the rent is due (if the rent payment is made by mail, the money must be received by LESSOR on or before the 1st day of each month). If the commencement date of the Lease is other than the 1st of the month, rent for the first month of this Lease will be prorated based upon the number of days from the commencement date to the end of the month.
 - (b) LESSEE shall provide LESSOR a security deposit in the amount of Five Hundred and Dollars (\$500.00) ("Security Deposit") upon execution of this Lease and prior to occupying the Premises. LESSOR shall refund to the LESSEE the amount of the Security Deposit after LESSEE

vacates the Premises less the cost of repairing any damage, waste or neglect of the Premises for which the LESSEE is responsible. If the Security Deposit is not sufficient to cover amounts the LESSEE owes under this Lease, LESSOR may seek to collect the balance due from the LESSEE. LESSOR may commingle the Security Deposit with LESSOR's other funds, unless otherwise required by law in each instance. Upon the occurrence of any event of default by LESSEE, LESSOR may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such Security Deposit to the extent necessary to make good any arrears of rent or other payments due LESSOR hereunder, or any other damage, injury, expense or liability caused by any event of LESSEE's default.

4. **CONDITION OF PREMISES.** LESSEE having inspected the Premises, agrees to accept the Premises in its present condition and state of repair and acknowledges that LESSOR has made no representation as to the condition of the Premises.
5. **USE OF PREMISES.** The Premises shall be used by the LESSEE and the members of the Club in order to play the recreational activity of "bike/bicycle polo." LESSEE shall not permit use of the Premises by other "bike/bicycle polo" teams or clubs, it being the intention of the parties the Premises shall be used by LESSEE and its Club members only. LESSEE shall be solely responsible for securing all necessary and appropriate permits, licenses, and approvals from all governmental authorities having jurisdiction for the use of the Premises, and shall provide, at its sole cost and expense, appropriate toilet facilities (such as "port-a-potty") and accompanying sanitation station(s). LESSEE shall not use or allow the Premises to be used for any unlawful purpose, or in a manner that would otherwise violate any recorded covenant or restriction affecting the Premises. Lessee shall not cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Premises.
6. **CARE OF PREMISES.** LESSEE agrees to keep the Premises in good repair and reasonably clean at its expense, to maintain in good repair all equipment which is within the building included in the Premises and to return the Premises to LESSOR in as good condition of repair as when taken by it, including without limitation repairing or replacing all broken or missing articles, reasonable wear and tear and damage by the elements alone excepted. LESSOR shall have the right to inspect the Premises at all reasonable times and if LESSEE fails to keep the Premises in a reasonably clean condition, LESSOR may clean the Premises and charge the costs thereof to LESSEE, or declare the LESSEE in default under this Lease.
7. **REPAIRS AND MAINTENANCE.** LESSEE shall, during the term of this Lease, keep the interior of the building included in the Premises in good order, and in a presentable appearance, reasonable wear and tear excepted, and shall keep the exterior Premises reasonable free of debris and in good order and in a presentable manner. LESSOR's duties for maintaining the Premises shall include, but shall not be limited to, repairs to the heating system, air-conditioning system, electrical system, plumbing system, walls, floors, ceilings, roof, and windows. In general, the structural components of the building shall be the responsibility of LESSOR to repair and maintain, except for any repair necessitated by an act or an omission of LESSEE or someone on the Premises at the invitation of LESSEE or its club members.
8. **CHANGES/IMPROVEMENTS OTHER THAN INTERIOR.** LESSEE shall not alter or make any changes or modifications to or place anything on the exterior of the building, the land, the parking lot, or place any signs on the exterior of the building, without the prior, written, advance approval

of LESSOR.

9. REMOVAL OF EQUIPMENT, FIXTURES, ETC. LESSEE may remove, at its own expense and without damage to the Premises, any trade fixtures, or other personal property owned and installed by LESSEE in or on the Premises, provided, however, that LESSEE shall repair any damage to the Premises caused by its removal of such trade fixtures or personal property and restore the Premises to its original condition. Notwithstanding the foregoing, LESSEE shall remove, at its sole cost and expense the toilet facilities (such as "port-a-potty") and accompanying sanitation station(s) placed on the Premises for its use during the term hereof.
10. EXTERIOR. It is agreed between the parties hereto that LESSOR shall be responsible for the exterior of the building, the doors and the windows, unless the repairs and/or maintenance is necessitated by an act or an omission of LESSEE or someone on the Premises at the invitation of LESSEE or its club members.
11. HEAT AND UTILITIES. LESSOR shall provide and pay the reasonable costs of natural gas, electrical, heat, light, water, and sewer for the Premises during the term of this Lease. LESSEE shall use all natural gas, electrical, plumbing, sanitary, heating, ventilating, air conditioning, appliances and other facilities and appurtenances in a reasonable manner and shall refrain from excessive use of utilities. Costs resulting from the unreasonable or excessive use of utilities shall be paid by the LESSEE may be deducted from the Security Deposit by LESSOR.
12. GOVERNMENTAL REGULATIONS. LESSEE shall keep and occupy the Premises in accordance with all police, sanitary, health, safety, and other rules, laws, and regulations imposed by any governmental authority.
13. LIABILITY INSURANCE.
 - (a) LESSOR shall maintain during the term of this Lease, Commercial General Liability Insurance including coverage for Premises and Operations liability, Products and Completed Operations, Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

1. Each Occurrence limit	\$1,000,000
2. Personal and Advertising Injury limit	\$1,000,000
3. General aggregate limit (other than Products-Completed Operations) per location	\$2,000,000
4. Products-Completed Operations aggregate	\$2,000,000
5. Fire Damage limit – any one fire	\$250,000
6. Medical Expense limit – any one person	\$5,000
 - (b) LESSEE shall maintain personal property insurance on its owned, leased or borrowed personal property and personal property in the care, custody and control of the LESSEE. The LESSOR shall not be liable for damage/loss/loss of use/extra expense to such property including business income or extra expense losses. Perils insured shall be insured on a "special form" (aka "all risk") basis. The valuation clause shall be replacement cost. LESSEE waives its right to subrogation against LESSOR.

- (c) Such insurance must be primary and non-contributory to any insurance or self-insurance carried by Lessor.
 - (d) All policies required herein must be endorsed with a waiver of subrogation in favor of LESSOR, its officers, council members, agents, employees, and authorized volunteers.
 - (e) Any deductible or self-insured retention in LESSEE's policy must be declared to the LESSOR and satisfied by the LESSEE.
 - (f) Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
 - (g) LESSEE shall provide to the LESSOR a certificate of insurance, signed by the insurer's authorized representative evidencing the coverage required by this Lease. The City of Wausau, and its officers, council members, agents, employees, and authorized volunteers must be named as additional insured on all liability policies for liability arising out of leased premises. The certificate of insurance shall be accompanied by copies of additional insured endorsements or insurance policies evidencing the inclusion of the additional insureds. LESSEE shall not use or occupy the Premises until proof of insurance has been provided in writing to LESSOR.
 - (h) LESSEE and/or insurer shall give LESSOR thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the policies during the term of this Lease.
14. INDEMNIFY AND HOLD HARMLESS. LESSEE agrees to indemnify LESSOR, and to save and hold LESSOR free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon LESSOR, as the result of and/or due to LESSEE's operations or activities on the Premises which are the subject of this Lease and/or as a result of and/or due to the presence of LESSEE, its club members or any of its invited guests on the Premises which are the subject of this Lease and/or the result of and/or due to the existence of this Lease; and LESSEE agrees to indemnify and save and hold free and harmless any of LESSOR's appointed, hired, and elected officers, agents, employees and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless, attorney's fees and other costs of defense which may be sustained by and/or occasioned to LESSOR and/or any of LESSOR's appointed, hired, and elected officers, agents, employees and designees.
15. RELEASE. LESSEE hereby releases LESSOR, and its officers, agents, employees and designees from all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may result from or be due to LESSEE's operations or activities on the Premises which are the subject of this Lease and/or as a result of and/or due to the presence of LESSEE, its club members or any of its invited guests on the Premises which are the subject of this Lease and/or as the result of and/or due to the

existence of this Lease.

16. **ASSIGNMENT—SUBLETTING.** LESSEE may not assign or sublet all or any portion of the Premises without the prior advance, written approval of LESSOR. LESSOR shall have the right to sell, assign, or transfer LESSOR's interest in this Lease.
17. **SIGNS.** LESSEE may not erect such signs, or place lettering or other types of identification upon the Premises.
18. **DAMAGE OR DESTRUCTION.** In the event the Premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty so as to be untenable, LESSOR shall not be bound to restore the Premises, and this Lease shall be immediately terminated. In the event the damage does not render the Premises untenable, LESSOR shall restore the Premises with reasonable dispatch and while such damage is being repaired, LESSEE shall be entitled to an equitable abatement of rent. LESSOR shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, act of a public enemy, pandemics, governmental laws or regulations, inability to procure materials, labor, or any other causes beyond its control.
19. **TERMINATION OF LEASE BY LESSOR.** If default is made in the payment of rent, or if LESSEE shall break any of the covenants, or fail to perform any obligation imposed hereunder, or shall willfully or maliciously do injury to the Premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against it, or make an assignment for the benefit of creditors, LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this Lease immediately terminated and the term herein contained ended, and may proceed to have LESSEE removed from the Premises by any lawful means, without prejudice to any remedies which LESSOR may have to collect arrears of rent or damage to the Premises.
20. **CUMULATIVE REMEDIES.** All rights and remedies of LESSOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.
21. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to LESSEE at 411 S. 7th Avenue, Wausau, WI 54401, and to LESSOR at City Hall, 407 Grant Street, Wausau, WI 54403. Either party may, by proper notice, at any time from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions may also be made through personal receipt by the party to whom the notice is addressed.
22. **INSPECTION.** LESSOR or its agents or representatives shall have the right to enter and inspect the Premises at reasonable times including during usual business hours and at any time in the event of an emergency that would substantially jeopardize LESSOR's interest in the Premises.
23. **SURRENDER OF PREMISES.** LESSEE agrees and covenants that at the termination of this Lease, it will quietly and promptly yield and surrender the Premises to LESSOR in as good condition of repair as when taken by it, reasonable wear and tear and damage by the elements alone excepted.

24. SNOW REMOVAL, GRASS CUTTING, AND MAINTENANCE. LESSEE shall be responsible for removal of snow and ice from the parking lot and from the drive approaches, and LESSEE shall place the snow, or haul away the snow, so as not to cause visual obstructions for traffic or problems for neighbors; LESSEE shall be responsible for cutting the grass and other growth on the Premises and on the boulevards between the sidewalks and the streets. LESSOR shall be responsible for the removal of snow from the sidewalk abutting the Premises and for surface maintenance of the parking lot, unless the maintenance is necessitated by damage caused by snow plowing or by anything other than normal wear and tear.
25. FAILURE TO VACATE PREMISES. Should LESSEE remain on the Premises subsequent to the termination date of this Lease, LESSOR may, at its sole election, proceed to remove the LESSEE from the Premises by lawful process, or consider LESSEE as a month-to-month tenant upon the same terms and conditions as this Lease and LESSOR shall have the right to terminate said tenancy upon thirty (30) days' notice.
28. AMENDMENTS. This Lease constitutes the entire Lease and understanding of the parties, and supersedes all offers, negotiations, and other Leases of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
29. SURVIVAL. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease, as well as all continuing obligations will survive termination or expiration of this Lease.
30. SEVERABILITY. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
31. WAIVER. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

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

CITY OF WAUSAU BY:

LESSOR BY:

Katie Rosenberg, Mayor

Seth Carlson

411 S. 7th Avenue

Wausau, WI 54401

Mary Goede, Deputy Clerk

Address

EXHIBIT 1

Lot one (1) of Certified Survey Map No. 14150 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 62 of Certified Survey Maps on page 157, as Document No. 1431494; being part of Government Lot one (1) in Section twenty- four (24), township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

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) (2022 Comprehensive Fee Schedule)

Committee Action: Approved 4-1

Fiscal Impact: The fiscal impact will depend on the amount of activity such as inspections permits

File Number: 21-1109

Date Introduced: December 14, 2021

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the 2022 budget as set forth in the attached Exhibit and incorporate these as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and possible action regarding 2022 fee schedule

Sarah Watson questioned a plumbing fee that had doubled. Bill Hebert, Inspections, explained they updated the plumbing review schedule primarily for the laterals because there is so much more information required now. He indicated they are documenting all the precise locations and materials. He noted it was a request from Engineering, as well. Eric Lindman added that a lot of this is coming from the DNR with the regulations on the lead service lines. There will be a lot more staff time expended we are trying to cover those costs.

Ryan questioned if a fee was added for doing the accounting services for Wausau Events and the River District. Rasmussen clarified the fee schedule is for public facing fees for citizens, such as licenses, permits, etc., not for services such as those provided by contract or an agreement.

Motion by Watson, second by Herbst to approve the 2022 fee schedule. Motion carried 4-1. (*Ryan was the dissenting vote*)



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: NOVEMBER 17, 2021

RE: 2022 FEE SCHEDULE

Attached is the proposed 2022 Fee Schedule. Departments have reviewed the fees and provided recommendations.

A few changes worth noting:

- Lot 18 is the Penney's catalog area. We would recommend this be permit only. Limited parking prevents the use of pay station parking.
- Lot 8 is located on River Drive. The City reduced the parking to \$5 per month to provide very affordable parking for downtown employees. Unfortunately, this rate structure did not work well. The lot is used primarily but camping trailers, RVs and vehicles that are using the lot for long term storage. We have received many complaints that the lot is unattractive. The revised parking rates should encourage other behavior. The City does provide \$5 parking on the top level of the Jefferson Ramp that is used by downtown employees and residents.
- Retail liquor licenses – restaurants and bars continue to be negatively impacted by COVID 19 and social distancing limitations. We would recommend another year of discounted license fees.
- Digital data fees were recommended for elimination by GIS staff. GIS information is valuable to residents. By improving access to the data online it may reduce staff requests allowing for increased productivity.
- Inspections has proposed some changes which are also included.

The fees would be considered by the Common Council on December 14th and enacted for 2022.

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
DEPARTMENT: AIRPORT								
T-hangars 1-10			\$88.97	2016	\$88.97			
T-hangars 12-15 & 17-19			\$118.60	2016	\$118.60			
T-hangar 11, 16, 20			\$133.44	2016	\$133.44			
T-hangars 21 & 30			\$148.26	2016	\$148.26			
T-hangars 22-24 & 27-29			\$129.75	2016	\$129.75			
T-hangars 25 & 26			\$177.91	2016	\$177.91			
T-hangars 31 & 40			\$155.57	2016	\$155.57			
T-hangars 32-34 & 37-39			\$137.73	2016	\$137.73			
T-hangars 35 & 36			\$188.79	2016	\$188.79			
DEPARTMENT: ASSESSMENT								
Open Records Request per page Black and White		Attorney General Opinion	\$0.035	2020	\$0.035			
Open Records Request per page - Color		Attorney General Opinion	\$0.0039	2020	\$0.0039			
Copies of Property Record Cards			\$1.00	2009	\$1.00			
DEPARTMENT: ATTORNEYS								
DVD copies of traffic stops			\$5.00		\$5.00			
DEPARTMENT: COMMUNITY DEVELOPMENT								
TID Application			\$1,000.00	unknown	\$1,000.00			
Development Agreement Amendment			\$500.00	new	\$500.00			
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS								
SPECIAL ASSESSMENTS								
Street Improvement Projects			\$42.00	2016	\$42.00			
Drive Approach			Actual cost		Actual cost			
Sidewalk			25% of Actual Cost		25% of Actual Cost			
Sewer			Actual cost		Actual cost			
Water			Actual cost		Actual cost			
PERMIT								
Drive Approach			\$25.00	2014	\$30.00			
Street Privilege Permits			\$75.00	2014	\$75.00			
STORMWATER PERMITS								
Permit applications with only construction site erosion control								
Less than 1 acre (per site)			\$40.00		\$40.00			
Greater than 1 acre (per site)			\$40.00 + \$25 for each additional acre		\$40.00 + \$25 for each additional acre			
Permit applications with a post-construction stormwater management plan								
Residential Subdivision Plats (per lot)			\$25.00		\$25.00			
All other site (per site)			\$25.00 per lot		\$25.00 per lot			
Note: No fees shall exceed \$500			\$150 per site + \$25 per acre > 1 acre		\$150 per site + \$25 per acre > 1 acre			
PARKING								
McClellan Ramp 1 - 530 N 2nd Street								
Parking 7 days per week; 24 hours per day			Permit: Monthly = \$38 Annual \$418	2018	Permit: Monthly = \$38 Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday				2019				
Overnight Parking Allowed								
Jefferson Ramp 2 - 425 N 1st Street								
Parking 7 days per week; 24 hours per day			Permit: Monthly Levels 3-6 = \$38 Annual \$418	2019	Permit: Monthly Levels 3-6 = \$38 Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			Permit Level 5: Monthly = \$15 Annual \$165		Permit Level 5: Monthly = \$15 Annual \$165			
Overnight Parking Allowed			Permit Level 6: Monthly = \$5 Annual \$55		Permit Level 6: Monthly = \$5 Annual \$55			
			0-2 Hours = No charge with Plate Registration		0-2 Hours = No charge with Plate Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
Ramp 3-Penneys Ramps 101 Washington Street								

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Parking 7 days per week; 24 hours per day			Permit: Monthly=\$38, Annual \$418	2009	Permit: Monthly=\$38, Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate		0-2 Hours = No charge with Plate			
Overnight Parking Allowed			Registration		Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
Ramp 4-Sears 400 Forest Street								
Parking 7 days per week; 24 hours per day			Permit: Monthly=\$28, Annual \$308	2009	Permit: Monthly=\$28, Annual \$308			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate		0-2 Hours = No charge with Plate			
Overnight Parking Allowed			Registration		Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
3rd & Grant Street Lot 5								
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly = \$33 Annual \$363	2019	Permit: Monthly = \$33 Annual \$363			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration		0-2 Hours = No charge with Plate Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
4th & Washington/3rd & McClellan Street - Lot 6								
Parking 7 days per week; 6AM - 2:30AM			0-2 Hours = No charge with Plate Registration	2019	0-2 Hours = No charge with Plate Registration			
Hours of Operation 8AM-6PM Monday - Friday			Additional hours = \$1.00		Additional hours = \$1.00			
Lower Library Lot 7								
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly = \$38 Annual \$418	2019	Permit: Monthly = \$38 Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration		0-2 Hours = No charge with Plate Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
River Drive - Lot 8								
Parking 7 days per week; 24 hours per day			Permit : Monthly = \$5 Annual \$55	2018	Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks			
Hours of Operation 8AM-6PM Monday - Friday			Meters = \$.20 per hour		Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles			
Overnight Parking Allowed								
Jefferson Street - Lot 9								
Parking 7 days per week; 24 hours per day			Permit : Monthly = \$25 Annual \$275	2018	Permit : Monthly = \$25 Annual \$275			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration	2019	0-2 Hours = No charge with Plate Registration			
Overnight Parking Allowed			Additional hours = \$1.00		Additional hours = \$1.00			
McClellan Street - Lot 10								
Parking 7 days per week; 24 hours per day			Monthly permit = \$18	2018	Monthly permit = \$18			
Permit Parking Only - 8AM-6PM Monday - Friday								
Overnight Parking Allowed								
3rd & McClellan Street - Lot 13								
Parking 7 days per week; 6AM - 2:30AM			0-2 Hours = No charge with Plate Registration		0-2 Hours = No charge with Plate Registration			
Hours of Operation 8AM-6PM Monday - Friday			Additional hours = \$1.00		Additional hours = \$1.00			
1st and Grant Street - Lot 14								
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly = \$33 Annual \$363	2018	Permit: Monthly = \$33 Annual \$363			
Permit Parking Only - 8AM-6PM Monday - Friday								

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Jefferson Street Inn/Federal Bldg. Lot 17								
Parking 7 days per week; 24 hours per day			0-2 Hours = No charge with Plate Registration	2019	0-2 Hours = No charge with Plate Registration			
Hours of Operation 8AM-6PM Monday - Friday			Additional hours = \$1.00		Additional hours = \$1.00			
Overnight Parking Allowed				2018				
First Wausau Tower - Lot 15								
Parking 7 days per week; 24 hours per day			Free evenings & weekends		Free evenings & weekends			
Permit Parking Only - 8AM-6PM Monday - Friday								
Overnight Parking Allowed								
Penneys Forest Street Lot- Lot 18								
Parking 7 days per week; 6AM - 2:30AM			Meters = \$.50 per hour		Permit: Monthly=\$38, Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			30 minute free parking					
Scott Street Lot 20								
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly = \$38 Annual \$418	2019	Permit: Monthly = \$38 Annual \$418			
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration		0-2 Hours = No charge with Plate Registration			
			Additional hours = \$1.00		Additional hours = \$1.00			
All Day Value Pass - 15 Uses good for parking in Sears, Penneys and Jefferson Ramps and Lots 5,7,9,20			\$35.00		\$35.00			
Contractor Downtown Street Parking Permit			\$10.00 Daily Rate	2020	\$10.00 Daily Rate			
GIS MAP FEES								
Digital Data (per quarter section)			\$29.50	2020	\$29.50			
Digital Photography (per quarter section)			\$34.75	2020	\$34.75			
Digital Photography/Orthophotography (per section, TIFF format)			\$139.00	2020	\$139.00			
Color Official City Map (36"x56")			\$11.40	2020	\$11.40			
Color Annexation Map (36"x56")			\$11.40	2020	\$11.40			
Color Zoning Map (36"x56")			\$11.40	2020	\$11.40			
Color Aldermanic District Map (36"x56")			\$11.40	2020	\$11.40			
Black and White Official City Map (36"x56")			\$7.20	2020	\$7.20			
MISCELLANEOUS FEES & PERMITS								
Block Party Permit			\$31.50	2016	\$31.50			
Weed Trimming (Private Residence) Minimum Charge			\$108.12	2016	\$108.12			
Snow Removal (Private Residence) Minimum Charge			\$94.44	2016	\$94.44			
Snow Removal (Downtown) per foot			Actual Costs	2020	Actual Costs			
Yard Waste Permit for Contractors			\$250.00	2021	\$250.00			
Steaming Private Laterals			\$126.98	2016	\$126.98			
DEPARTMENT: FINANCE								
NSF Check Return Charge			\$45.00	11/09/2010	\$45.00			
Photo Copies per page - color			\$0.04	01/29/2020	\$0.04			
Photo Copies per page - black and white			\$0.0039	01/29/2020	\$0.0039			
Open Records Request - CD			\$15.00	11/09/2010	\$15.00			
Tax Exempt Biennial Report Fee			\$50.00	11/09/2010	\$50.00			
Special Assessment Exam Fee			\$75.00	2016	\$75.00			
Special Assessment Exam Fee - Rush Order			\$82.00	2016	\$82.00			
Amended Applications			\$10.50	2016	\$10.50			
PET/ANIMAL FEES		8.08						
Spayed/Neutered Dog or Cat			\$20.00	11/01/2013	\$20.00			
Microchip Discount			-\$8.00	2016	-\$8.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Not Spayed/Neutered Dog or Cat			\$62.00	11/01/2013	\$62.00			
Dangerous Animal License			\$200.00	05/14/2007	\$200.00			
Dangerous Animal License Issued after July 1			\$100.00		\$100.00			
Annual Pet License Late Fee			\$5.00	2021	\$5.00			
Pet Fancier Permit			\$35.00	2014	\$35.00			
Chicken Permit Fee		8.08.012	\$35.00	07/18/2017	\$35.00			
Honey Bee Permit			\$20.00	2014	\$20.00			
Honey Bee Permit -Late Fee			Double the permit fee	2014	Double the permit fee			
Sale of live poultry or farm raised game birds at a marketplace		8.080.010(d)	\$25.00	2016	\$25.00			
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES								
Class A Beer Retailer			\$350.00	01/01/2004	\$350.00			
Class A Liquor Retailer		125.51(2)(d)	\$500.00	01/01/2004	\$500.00			
Class A Beer & Liquor Retailer			\$850.00	01/01/2004	\$850.00			
Class B Beer Retailer		125.26(3)	\$50.00	01/01/2004	\$50.00	\$100.00		
Class B Beer & Liquor Retailer		125.51(2)(D) & 125.26(3)	\$100.00	01/01/2004	\$100.00	\$600.00		
Class B Beer & Class C Wine			\$100.00	01/01/2006	\$100.00	\$200.00		
Class B Beer - Picnic		125.26(6)	\$10.00	01/01/1998	\$10.00			
Class C Wine		125.51(3m)(e)	\$50.00	01/01/2006	\$50.00	\$100.00		
Provisional Retail License		125.17(5)(c)	\$15.00	01/01/1998	\$15.00			
Reserve Class B Liquor Retailer License		125.51(3)(e)2	\$10,000.00	01/01/2004	\$10,000.00			
Tavern Entertainment License			\$250.00	01/01/2004	\$250.00			
Liquor Establishment Publication Fee - Group			\$30.00		\$30.00			
Liquor Establishment Publication Fee - Single			\$65.00		\$65.00			
Change of Agent/Officer Processing		125.06(2)(e)	\$10.00	01/01/1998	\$10.00			
Alcohol Premise Transfer		(moving buildings)	\$10.00	01/01/1998	\$10.00			
Alcohol Premise Amendment			\$150.00		\$150.00			
Cigarette Sales		134.65(2)(a)	\$100.00	01/01/1998	\$100.00			
Alcoholic Beverage/Cigarette Application Late Filing Fee			\$50.00		\$50.00			
Bartender Fees								
1 Year Operator - New Applicant			\$70.00	01/01/2004	\$70.00			
1 Year Operator - Restricted			\$70.00	01/01/2004	\$70.00			
2 Year Operator - Renewal			\$110.00	01/01/2004	\$110.00			
2 Year Operator - Restricted			\$110.00	01/01/2004	\$110.00			
2 Year Operator - Lapsed (Within 2 licensing periods)			\$125.00	01/01/2004	\$125.00			
Operator License Duplicate			\$5.00	01/01/2004	\$5.00			
Temporary Operator -Event Bartender			\$10.00	01/01/1998	\$10.00			
TRANSIENT MERCHANT LICENSES								
Direct Seller - Cash/Surety Bond			\$0.00	01/01/1998	\$0.00			
Direct Seller Business Registration License 30 Days			\$50.00	01/01/1998	\$50.00			
Direct Seller Business Registration License 60 Days			\$100.00	01/01/1998	\$100.00			
Direct Seller Business Registration License 90 Days			\$150.00	01/01/1998	\$150.00			
Direct Seller Business Registration License 120 Days			\$200.00	01/01/1998	\$200.00			
Direct Seller- Employee Registration License 30 Days			\$25.00	05/22/2012	\$25.00			
Direct Seller - Employee Registration License 60 Days			\$50.00	05/22/2012	\$50.00			
Direct Seller - Employee Registration License 90 Days			\$75.00	05/22/2012	\$75.00			
Direct Seller - Employee Registration License 120 Days			\$100.00	05/22/2012	\$100.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
SECOND HAND DEALERS								
Second Hand Dealer - Article			\$225.00	05/22/2012	\$225.00			
Second Hand Dealer - Jewelry			\$225.00	05/22/2012	\$225.00			
Second Hand Dealer Mall/Flea Market License/Yr.			\$180.00	05/22/2012	\$180.00			
Second Hand Dealer Mall/Flea Market License/Day			\$55.00	05/22/2012	\$55.00			
Pawn Brokers License			\$225.00	05/22/2012	\$225.00			
Special Event Second Hand Dealer (mall or flea market)			\$55.00	05/22/2012	\$55.00			
Flea Market License			\$180.00	05/22/2012	\$180.00			
PUBLIC TRANSPORTATION								
Taxicab/Limo Transportation Companies			\$200.00	01/01/2004	\$200.00			
Taxicab/Limo Operator License - New & Renewal			\$50.00	01/01/2004	\$50.00			
Taxicab/Limo Operator License - Duplicate ID			\$10.00		\$10.00			
Commerical Quadricycle Business License Fee			\$200.00	11/14/2017	\$200.00			
Commerical Quadricycle Driver's License Fee			\$50.00	11/14/2017	\$50.00			
ESCORT AND ESCORT SERVICES		5.19						
Escort License Application Fee			\$500.00	2014	\$500.00			
Escort License Late Fee			\$1,000.00	2014	\$1,000.00			
Escort License Registration Fee for Operators, Employees and Independent Contractors			\$500.00	2014	\$500.00			
STREET VENDING								
Annual License			\$100.00	2013	\$100.00			
Semi Annual License			\$75.00	2013	\$75.00			
Special Youth Vending License		5.62.045	\$15.00	07/18/2017	\$15.00			
MOBILE HOME LICENSE								
Mobile Home - per month		5.68.020/ 66.0435	\$10.00		\$10.00			
Mobile Home Park (for each fifty spaces or fraction thereof within each mobile home park)		5.68.020/ 66.0435	\$100.00		\$100.00			
PUBLIC AMUSEMENTS								
Public exhibitions (per performance)			\$45.00	01/01/2004	\$45.00			
Public exhibitions (per year)			\$200.00	01/01/2004	\$200.00			
Entertainment facility			\$475.00	09/22/2005	\$475.00			
Entertainment facility operator			\$45.00	09/22/2005	\$45.00			
Temporary entertainment facility			\$50.00	11/14/2004	\$50.00			
Amusement device distributor			\$250.00	01/01/2004	\$250.00			
Amusement devices (per unit)			\$40.00	01/01/2004	\$40.00			
Coin-operated music machines (per unit)			\$40.00		\$40.00			
Public dance hall			\$35.00	01/01/2004	\$35.00			
Teen dance hall			\$50.00	01/01/2004	\$50.00			
Private teen club			\$50.00	01/01/2004	\$50.00			
Theater			\$185.00	01/01/2004	\$185.00			
Adult-Oriented Establishments			\$600.00	01/01/2004	\$600.00			
Amended Application			\$250.00	01/01/2015	\$250.00			
Late Fee			\$100.00	01/01/2015	\$100.00			
SIDEWALK CAFÉ								
Initial permit application per location without alcohol expansion			\$45.00	2013	\$45.00			
Initial permit application per location with alcohol expansion			\$80.00	2013	\$80.00			
Renewal per location without alchohol expansion			\$20.00	2013	\$20.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Renewal per location with alcohol expansion			\$40.00	2013	\$40.00			
SPECIAL EVENTS								
Category 1			\$200.00	01/01/2015	\$200.00			
Category 2			\$60.00	01/01/2015	\$60.00			
Category 3			\$40.00	01/01/2015	\$40.00			
Multiple Day Event			125% of event rate		125% of event rate			
Serial Day Event Rate			200% of the event rate		200% of the event rate			
Late Filing Fee								
Category 1			\$200.00	01/01/2015	\$200.00			
Category 1			\$100.00	01/01/2015	\$100.00			
MISCELLANEOUS LICENSES AND PERMITS								
Christmas Tree Sales License			\$25.00	01/01/2004	\$25.00			
Sidewalk Layers License			\$600.00		\$600.00			
Horse-Drawn Carriage License			\$25.00	01/01/1998	\$25.00			
Bituminous Concrete License			\$60.00	01/01/2004	\$60.00			
Cement Contractors License			\$90.00	01/01/2004	\$90.00			
Electrical Contractors License			\$150.00	01/01/2009	\$150.00			
Garbage Haulers License			\$125.00	01/01/2004	\$125.00			
Newsrack Permit		5.61.050	\$40.00	01/01/2004	\$40.00			
Newsrack Inspection Fee		5.61.050	\$10.00		\$10.00			
Hotel/Motel Permit		3.25.050	\$10.00		\$10.00			
Hotel/Motel Permit Reinstatement Fee		3.25.050	\$10.00		\$10.00			
DEPARTMENT: FIRE								
Variance w/no position statement			\$35.00	2007	\$35.00			
Variance w/position statement/no site visit			\$75.00	2007	\$75.00			
Variance w/o position statement/with a site visit			\$125.00	2007	\$125.00			
Fireworks/Pyrotechnics Permits			\$100.00	2014	\$100.00			
Fireworks/Pyrotechnics Standbys			\$300.00	2014	\$300.00			
Tent Permit			\$30.00	2014	\$30.00			
Controlled Burning Permit			\$250.00	2007	\$250.00			
Wood Fired Apparatus inspections			\$20.00	2006	\$20.00			
Recreational Burning Permit (5 years)			\$30.00	2014	\$30.00			
False Alarms: First Two False Alarm Calls			No Fee	2006	No Fee			
False Alarms: Third and Fourth False Alarms			\$60.00	2014	\$60.00			
False Alarms: Fifth thru Eighth False Alarms			\$400.00	2006	\$400.00			
False Alarms: Ninth and Subsequent Alarms			\$800.00	2006	\$800.00			
General Request Standby Fees (Dedicated)			\$500.00	Never Done	\$500.00			
General Request Standby Fees (On-Duty)			\$100.00	Never Done	\$100.00			
Professional Sports Standby (Dedicated)			\$500.00	Never Done	\$500.00			
Professional Sports Standby (On-Duty)			\$100.00	Never Done	\$100.00			
School Event Standbys (On-Duty)			\$50.00	Never Done	\$50.00			
School Event Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Church Sponsored Event Inspections			\$25.00	Never Done	\$25.00			
Church Sponsored Event Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Church Sponsored Event Standbys (On-Duty)			\$100.00	Never Done	\$100.00			
City Sponsored Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
City Sponsored Events Standbys (On-Duty)			\$50.00	Never Done	\$50.00			
Private Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Private Events Standbys (On-Duty)			\$75.00	Never Done	\$75.00			
Large Special Events Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Large Special Events Standbys (On-Duty)			\$300.00	Never Done	\$300.00			
Confined Space Entry Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Confined Space Entry Standbys (On-Duty)			\$50.00	2006	\$50.00			
Other City Department Standbys (Dedicated)			\$500.00	Never Done	\$500.00			
Ambulance Standby			\$106.00		\$106.00			
Engine Standby			\$150.00		\$150.00			
Tank Removal Permit Fee			\$100.00	2009	\$100.00			
Tank Removal/Installation Fee								
Training classes			\$50.00	2014	\$50.00			
Transport to Health Care Facility			\$100.00	2014	\$100.00			
Transport Surcharge for Bariatric Patients			\$50.00	2014	\$50.00			
Inspection Fees								
Initial Inspection Fee			\$0.00	2017	\$0.00			
1 st Re-inspection			\$0.00	2017	\$0.00			
2 nd Re-inspection			\$30.00	2017	\$30.00			
3 rd Re-inspection			\$60.00	2017	\$60.00			
4 th Re-inspection			\$90.00	2017	\$90.00			
5 th Re-inspection			\$120.00	2017	\$120.00			
6 th Re-inspection			\$150.00	2017	\$150.00			
Additional Re-inspections			\$150.00	2017	\$150.00			
EMS								
BLS Resident			\$900.00	2019	\$900.00			
BLS - Non Resident			\$1,050.00	2019	\$1,050.00			
ALS1 - Resident			\$1,075.00	2019	\$1,075.00			
ALS1 - Nonresident			\$1,225.00	2019	\$1,225.00			
ALS2 - Resident			\$1,475.00	2019	\$1,475.00			
ALS2 - Nonresident			\$1,625.00	2019	\$1,625.00			
SCT Resident			\$1,475.00	2019	\$1,475.00			
SCT Nonresident			\$1,625.00	2019	\$1,625.00			
Mileage - Resident			\$20.00	2011	\$20.00			
Mileage - Nonresident			\$20.00	2011	\$20.00			
Supplies			bundled in base rates		bundled in base rates			
Oxygen			\$75.00	2011	\$75.00			
Spinal Immobilization			\$155.00	2011	\$155.00			
BLS - On Scene Care -Resident			\$300.00	2011	\$300.00			
BLS - On Scene Care - Nonresident			\$375.00	2011	\$375.00			
ALS - On Scene Care			\$425.00	2019	\$425.00			
ALS On Scene Care - Nonresident			\$500.00	2019	\$500.00			
Lift Assist								
First two			\$0.00		\$0.00			
Each additional assist over two			\$275.00		\$275.00			
DEPARTMENT: PARKS/RECREATION/FORESTRY								
Administrative Fee			\$30.00	01/01/2018	\$30.00			
Administrative Fee for Contracts w/Insurance			\$30.00	01/01/2018	\$30.00			
Boat Launch - Annual Sticker			\$30.00	01/01/2018	\$30.00			
Boat Launch - Business Sticker			\$50.00	01/01/2014	\$50.00			
Boat Launch - Daily Pass			\$5.00	01/01/2017	\$6.00			
Boat Launch - Additional Sticker			\$10.00	01/01/2014	\$10.00			
Boat Launch - Replacement Sticker			\$10.00	01/01/2015	\$10.00			

CITY OF WAUSAU							
2022							
COMPREHENSIVE FEE SCHEDULE							
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate	
Violation Notice			\$50.00	01/01/2018	\$50.00		
Recreation program participants are charged fees to cover a portion of the costs associated with the program. Youth programs are subsidized at a rate of 50%, while contracted recreation services, adult recreation and special events are set up to recover 100% of their expense including a 15% mark up for administrative costs associated with the program. Non-residents pay increased fees to participate in programs funded by resident tax payers. Concessions are set up to recover costs with a markup of 200% to 600% depending upon the item.							
Pool Event			\$10.00	01/01/2019	\$10.00		
Tubing - Daily - Youth - Public			\$7.00	01/01/2019	\$7.50		
Tubing - Daily - Youth 4 Admissions			\$26.50	01/01/2019	\$28.50		
Tubing - Daily - Youth 8 Admissions			\$51.75	01/01/2019	\$55.50		
Tubing - Daily - Youth 12 Admissions			\$77.00	01/01/2019	\$82.50		
Tubing - Daily - Adult - Public			\$9.50	01/01/2019	\$10.00		
Tubing - Daily - Adult 4 Admissions			\$36.00	01/01/2019	\$38.00		
Tubing - Daily - Adult 8 Admissions			\$70.00	01/01/2019	\$73.50		
Tubing - Daily - Adult 12 Admissions			\$104.50	01/01/2019	\$110.00		
Tubing Private Rental - 1 Tow (Higher \$8 Youth and \$10.50 Adult Rates Apply)			\$450.00	01/01/2018	\$450.00		
Tubing Private Rental - 2 Tows (Higher \$8 Youth and \$10.50 Adult Rates Apply)			\$750.00	01/01/2018	\$750.00		
Swim - Junior Lifeguard Class Resident			\$39.00	01/01/2019	\$26.00		
Swim - Junior Lifeguard Class Non-Resident			\$47.50	01/01/2019	\$32.00		
Swim - Lifeguard Certification Class			\$150.00	01/01/2019	\$175.00		
Swim - Lifeguard Renewal Class			\$75.00	01/01/2018	\$75.00		
Swim - Lifeguard Instructor Review Class; fee waived if assisting instructor			\$0.00	01/01/2018	\$0.00		
Swim Lesson - Resident - Parent-Child			\$18.50	01/01/2019	\$12.50		
Swim Lesson - Resident - Pre-School			\$24.75	01/01/2019	\$16.50		
Swim Lesson - Resident - Levels 1-5			\$39.00	01/01/2019	\$26.00		
Swim Lessons - NonRes - Parent-Child			\$21.75	01/01/2019	\$14.50		
Swim Lessons - NonRes - Pre-School			\$30.00	01/01/2019	\$20.00		
Swim Lessons - NonRes - Levels 1-5			\$47.50	01/01/2019	\$31.75		
Swim Lessons Adult - Res (New offering in 2020)			\$32.00	01/01/2020	\$32.00		
Swim Lessons Adult - NonRes (New offering in 2020)			\$39.00	01/01/2020	\$39.00		
Water Exercise - Resident-Fall/Winter Session			\$45.00	01/01/2019	\$46.50		
Water Exercise - NonRes - Fall/Winter Session			\$57.00	01/01/2019	\$58.00		
Swim Season Pass - Holiday Rate (12/01/2021 - 12/30/2021)			15% discount		15% discount		
Swim Season Pass - Early Bird Rate (01/04/2022 - 4/15/2022)			10% discount		10% discount		
Swim Season Pass - Mid-Season Rate (7/15/2022 to end of season)			45% discount		45% discount		
Swim - Season Pass - Resident - Youth			\$30.00	01/01/2016	\$30.00		
Swim - Season Pass - Resident - Adult			\$45.00	01/01/2016	\$45.00		
Swim - Season Pass - Resident - Family (1st two members)			\$70.00	01/01/2016	\$70.00		
Swim - Season Pass - Resident - Family (each additional member)			\$10.00	01/01/2016	\$10.00		
Swim - Season Pass - NonResident - Youth			\$40.00	01/01/2016	\$40.00		
Swim - Season Pass - NonResident - Adult			\$60.00	01/01/2016	\$60.00		
Swim - Season Pass - NonResident - Family			\$95.00	01/01/2016	\$95.00		
Swim - Season Pass - NonResident - Family (each additional member)			\$15.00	01/01/2016	\$15.00		
Swim - Agency Pass			\$35.00	01/01/2017	\$35.00		
Swim - Agency Pass per visit Kaiser, Memorial & Schulenburg each person			\$1.00		\$1.00		
Fee to Replace Lost Pass (1st One is FREE)			\$2.00	01/01/2010	\$2.00		
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg			\$3.00	01/01/2015	\$3.00		
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Youth(1-17)-6p-7:50p Kaiser, Memorial, Schulenburg			\$1.00	01/01/2015	\$1.00		
Swim-Daily Admittance-Adult(18-59)-6p-7:50p Kaiser, Memorial, Schulenburg			\$2.00	01/01/2015	\$2.00		
Swim-Daily Admittance-Senior(60+)-6p-7:50p Kaiser, Memorial, Schulenburg			\$1.00	01/01/2015	\$1.00		
Swim - Daily Admittance - Infants <1 - 1p-7:50p All pools			Free		Free		
Swim - Thursdays - Youth, Adult, Senior (60+) 6p-7:50p All pools			Free		Free		

CITY OF WAUSAU								
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COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
Swim - Rotating Sundays - As advertised			Free		Free			
Swim - Mid-Way Free Day - As advertised			Free		Free			
Swim - Last Friday Free Day - As advertised			Free		Free			
Swim - Library Swim Day - As advertised			Free w/card		Free w/card			
Swimming Pool Rental no Waterslides			\$350.00	01/01/2018	\$350.00			
Swimming Pool Rental with Waterslides			\$400.00	01/01/2018	\$400.00			
Parks - Non-Exclusive Use - NonCommrc/day			\$153.00	01/01/2020	\$153.00			
Parks - Non-Exclusive Use - Commercial/day			\$314.00	01/01/2020	\$314.00			
Parks - Oak Island Shelter - NonCommrc/day			\$163.00	01/01/2020	\$163.00			
Parks - Oak Island Shelter - Commercial/day			\$339.00	01/01/2020	\$339.00			
Parks - PleasantView Shelter - NonComm/day			\$109.00	01/01/2020	\$109.00			
Parks - PleasantView Shelter-Commercial/day			\$220.00	01/01/2020	\$220.00			
Parks - Riverside Shelter-NonComm-1-200/day			\$242.00	01/01/2020	\$242.00			
Parks - Riverside Shelter - Comm - 1-200 /day			\$500.00	01/01/2020	\$500.00			
Parks - Riverside Shelter - NonComm - 201-300			\$402.00	01/01/2020	\$402.00			
Parks - Riverside Shelter - Comm - 201-300/day			\$833.00	01/01/2020	\$833.00			
Parks - Riverside Shelter - NonComm - 301-400			\$569.00	01/01/2020	\$569.00			
Parks - Riverside Shelter - Comm - 301-400/day			\$1,174.00	01/01/2020	\$1,174.00			
Parks - Riverside Shelter - Summr Mtg 1-50/ hr			\$43.00	01/01/2020	\$43.00			
Parks - Riverside Shelter - Summr Mtg 50+/hr			\$54.00	01/01/2020	\$54.00			
Parks - Riverside Shelter - Winter Mtg 1-50/hr			\$54.00	01/01/2020	\$54.00			
Parks - Riverside Shelter - Winter Mtg 50+/hr			\$61.00	01/01/2020	\$61.00			
Parks - Sylvan Hill Chalet - Non-Commrc/day			\$242.00	01/01/2020	\$242.00			
Parks - Sylvan Hill Chalet - Commercial/day			\$500.00	01/01/2020	\$500.00			
Parks - Sylvan Hill Chalet - Meeting 1-50/hr			\$43.00	01/01/2020	\$43.00			
Parks - Sylvan Hill Chalet - Meeting 50+/hr			\$54.00	01/01/2020	\$54.00			
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour			\$56.00	01/01/2020	\$56.00			
Athletic Park Baseball w/o admission / game			\$190.00	01/01/2018	\$190.00			
Athletic Park Baseball with admission/game			\$190.00	01/01/2018	\$190.00			
plus 10% of gross admission								
Athletic Park Field Lights / hour			\$27.00	01/01/2017	\$27.00			
Athletic Park - Non-Baseball Activities			Negotiable	01/01/2016	Negotiable			
Ball Diamonds - Organized Adult or Comm Use or High School			\$30.00	01/01/2017	\$32.00			
Ball Diamonds - Organized Youth Use			\$26.00	01/01/2017	\$26.00			
Sports Fields - Organized Adult or Comm Use or High School			\$30.00	01/01/2016	\$30.00			
Sports Fields - Organized Youth or Comm Use or High School			\$20.00	01/01/2016	\$20.00			
Sports Fields - Organized Youth Use Weekly Rate			\$125/field/week	09/08/2020	\$125/field/week			
Pickleball/Tennis Courts - Public Use			Free		Free			
Pickleball/Tennis Courts - Reserved Use - Non Comm			Free		Free			
Pickleball/Tennis Courts - Commercial or Private Use/hr			\$5.00	01/01/2016	\$10.00			
School Cross Country Running Races			Negotiable	01/01/2020	Negotiable			
Event/Races - under 100 participants			\$5.25/Participant	01/01/2020	\$5.25/Participant			
Event/Races - 100+ participants			Negotiable	01/01/2020	Negotiable			
Event Fees - Snow Fence 50" Roll including stakes and ties			\$12.00/roll	01/01/2020	\$12.00/roll			
Event Fees - Portable Stage			\$200.00/each	01/01/2020	\$200.00/each			
Event Fees - Portable Stage Canopy			\$100.00/each	01/01/2020	\$100.00/each			
Event Fees - Barricades			\$7.00/each	01/01/2020	\$7.00/each			
Event Fees - Picnic Tables			\$20.00/each	01/01/2020	\$20.00/each			
Event Fees - Manual Post Pounder			\$35.00	01/01/2020	\$35.00			
Event Fees - Water Stand Pipes			\$50.00/each	01/01/2020	\$50.00/each			
Event Fees - Backflow Preventers			\$12.00/each	01/01/2020	\$12.00/each			
Event Fees - Bleacher Planks			\$7.00/each	01/01/2020	\$7.00/each			
Event Fees - Portable Electrical Panels (Spider Box)			\$165/panel/event	01/01/2020	\$165/panel/event			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate		Historic Rate	
Event Fees - Staff - Week Day			\$45.00/hr/person	01/01/2020	\$45.00/hr/person			
Event Fees - Staff - Weekend and Evenings			\$70.00/hr/person	01/01/2020	\$70.00/hr/person			
Concession/Merchandise Sales			10% gross excluding taxes	01/01/2020	10% gross excluding taxes			
Key Security Deposit			\$20.00	01/01/2019	\$20.00			
Facility Rental Deposit - Alcohol/Amplified Music			\$200.00	01/01/2019	\$200.00			
Tent, Temporary Structure, Etc Deposit			\$200.00	01/01/2019	\$200.00			
Staff Time for Cleaning/repairs/etc.			\$40/hour	01/01/2019	\$40/hour			
Key Replacement Fee			\$20.00	01/01/2019	\$20.00			
Fire/Police Department Fees			\$125 + Labor & Materials	01/01/2019	\$125 + Labor & Materials			
Misc			Negotiable	01/01/2019	Negotiable			
Payment in Lieu of Tree Replacement			\$350.00	01/01/2020	\$350.00			
Memorial Bench			\$1,500.00	01/01/2020	\$1,500.00			
400 Block Rental Fees***								
Private Event Sponsored by a Private Group:								
Less than four hours per day			\$200.00	01/01/2015	\$200.00			
Greater than four hours per day			\$400.00	01/01/2015	\$400.00			
Admission Event:								
Less than four hours per day			\$200.00	01/01/2015	\$200.00			
Greater than four hours per day			\$400.00	01/01/2015	\$400.00			
Free Event Open to the Public								
Less than four hours per day			\$75.00	01/01/2015	\$75.00			
Greater than four hours per day			\$150.00	01/01/2015	\$150.00			
Sound and Lighting System Daily Rental			\$165.00	01/01/2015	\$165.00			
Rental fee includes daily setup and take down by City staff. Events requiring more than two hours of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 2 hours of staff time.								
Lighting System			\$80.00	01/01/2015	\$80.00			
Rental fee includes daily activation and deactivation by City staff. Events requiring more than one hour of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 1 hour of staff time.								
Electrical System - Stage and Planter Pedestals			\$35.00	01/01/2015	\$35.00			
Includes 8 planter receptacles and 2 stage receptacles. Each has 1-50 amp plug in and 2-20 amp circuits.								
Portable Electrical Panels (Spider Box)			\$165.00	01/01/2015	\$165.00			
Each panel includes 6-20 amp and 1-30 amp 240v Circuits and set up and removal by City staff								
Deposit - Sound, Light and Electrical Panels - payable to City atleast 3 days prior to the event			\$550.00	01/01/2015	\$550.00			
Equipment Rental								
Deposit - (Water Tank, trailer & Water stand pipes)			\$75/unit	01/01/2015	\$75/unit			
Snow Fence 50' Roll including stakes and ties**			\$12/roll	01/01/2015	\$12/roll			
Portable Stage**			\$200/each	01/01/2015	\$200/each			
Portable Stage Canopy**			\$100each	01/01/2015	\$100each			
Barricades**			\$7/each	01/01/2015	\$7/each			
Picnic Tables**			\$20/each	01/01/2015	\$20/each			
Manual Post Pounder			\$35.00	01/01/2015	\$35.00			
Backflow Preventers			\$12/each	01/01/2015	\$12/each			
Portable Bleachers			\$130/each	01/01/2015	\$130/each			
Bleacher Planks			\$7/each	01/01/2015	\$7/each			

CITY OF WAUSAU								
2022								
COMPREHENSIVE FEE SCHEDULE								
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	COMMITTEE OVERSIGHT	STATUTE/ORDINANCE	2021 Rate	DATE OF LAST INCREASE	2022 Rate	Historic Rate		
** Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items								
Labor:								
Operations and Maintenance Staff Week day			\$45/hr/person	01/01/2015	\$45/hr/person			
		Weekend and Evenings	\$70/hr/person	01/01/2015	\$70/hr/person			
Electrical Staff - Week day			\$55/hr/person	01/01/2015	\$55/hr/person			
		Weekend and Evenings	\$70/hr/person	01/01/2015	\$70/hr/person			
*** Cancellation of Reservations - You may be entitled to a partial refund of your reservation fee if you notify the City in writing of your cancellation at least 2 weeks prior to the reserved date. The City will retain an administrative fee of the lesser of 25% or \$25 of the total fee paid. No refunds will be issued after the fact(ie. the event did not take place) or for late cancellations within 2 weeks of the reserved date.								
DEPARTMENT: POLICE								
Open Records								
Accident and incident reports black and white			\$0.25	01/29/2020	\$0.0039			
Accident and incident reports color		Attorney General Opinion	\$0.25	01/29/2020	\$0.0350			
Postage, use actual for large envelopes			Actual Cost		Actual Cost			
In-house Records Checks			\$5.00		\$5.00			
CD/DVD copies			\$5.00		\$5.00			
Fingerprinting			\$30.00		\$30.00			
False Alarms								
first 2 in rolling year			No charge		No charge			
3-4 alarms in rolling year			\$60.00	2013	\$60.00			
5-8 alarms in rolling year			\$115.00	2013	\$115.00			
9 & subsequent in rolling year			\$225.00	2013	\$225.00			
Police Services per hour			\$72.00	01/01/2016	\$72.00			

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Plan Review - New one- and two-family dwellings - Additions and alterations to one- and two-family dwellings (not including garages) 500 sq. ft. or less - Over 500 sq. ft. - New accessory buildings or additions thereto over 160 sq. ft.	\$.03/sq ft; \$65 minimum \$.03/sq ft; \$60 minimum \$.03/sq ft; \$30 minimum	\$.03/sq ft; \$65 minimum \$.03/sq ft; \$60 minimum \$.03/sq ft; \$30 minimum
Inspection Fees - New one- and two-family dwellings - New accessory buildings for one- and two-family dwellings 160 sq. ft. or less - Over 160 sq. ft. - Additions to one- and two-family dwellings - Alterations to one- and two-family dwellings - Siding, soffits, fascia, roofing, window replacement, and retaining walls over 4' in height - All other buildings, structures, alterations, repairs, where the square footage cannot be determined	\$.11/sq ft; \$205 minimum \$50 \$.11/sq ft; \$75 minimum \$.11/sq ft; \$75 minimum \$.11/sq ft; \$50 minimum \$50 \$10/\$1,000 valuation; \$50 minimum	\$.11/sq ft; \$205 minimum \$50 \$.11/sq ft; \$75 minimum \$.11/sq ft; \$75 minimum \$.11/sq ft; \$50 minimum \$50 \$10/\$1,000 valuation; \$50 minimum
Heating, Ventilating, and Air Conditioning - Heating—residential one- and two-family dwellings and accessory buildings (including duct work) - Air conditioning (permanent installation)	\$43.75/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$43.75/unit	\$50/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$50/unit
Certificates of Occupancy Per residential unit	\$25/unit	\$25/unit

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Special Fees - Land Use Permit (Zoning Certificate) - State of Wisconsin seal (when required) - Early Start — Footings/Foundation - Razing - One- and two-family dwellings - Accessory buildings ≤ 500 sq. ft. - Accessory buildings > 500 sq. ft. - Same day or Reinspection fee - Administrative fee (application not completed/additional review required) - Failure to obtain permit prior to commencement of work. Payment of any fee in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.	\$26 \$70 \$50 \$70 \$65 10% of permit fee; \$30 minimum Triple fees	\$26 \$70 \$50 \$70 \$65 10% of permit fee; \$30 minimum Triple fees
COMMERCIAL:	2021 Fee	
Plan Review - All categories - Separate submittals after initial approval (HVAC, trusses, etc.)	\$0.10/sq ft; \$80 minimum \$80	\$0.10/sq ft; \$100 minimum \$100
Inspection Fees - Residential and institutional - Offices and mercantile - Warehouses, factories and building shells - Reroofing; and all occupancies where the square footage cannot be determined	\$.13/sq ft; \$85 minimum \$.11/sq ft; \$85 minimum \$.09/sq ft; \$85 minimum \$10/\$1,000 valuation; \$85 minimum	\$.13/sq ft; \$95 minimum \$.11/sq ft; \$95 minimum \$.095/sq ft; \$95 minimum \$10/\$1,000 valuation; \$95 minimum
Heating, Ventilating, and Air Conditioning - Heating (including duct work) - Kitchen Hood(s) - AHU - Duct work only or alterations to existing duct work - Air conditioning (permanent installation)	\$43.75/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof; \$87.50 minimum \$.019/sq ft; \$87.50 minimum \$43.75/unit	\$50/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof; \$87.50 minimum \$.02/sq ft; \$100 minimum \$50/unit

City of Wausau Building, Housing and Zoning Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

COMMERCIAL:	2021 Fee	2022 Proposed Fee
Certificates of Occupancy		
▪ Residential units	\$16.50/unit	\$16.50/unit
▪ Other occupancies	\$36	\$38
Special Fees		
▪ Land Use Permit (Zoning Certificate)	\$75	\$75
▪ Early Start — Footings/Foundation	\$120	\$120
▪ Razing — commercial structures	\$110	\$120
▪ Parking lot permits (15.52.020)	\$70	\$75
▪ Same day or Reinspection fee	\$75	\$75
▪ Failure to obtain permit prior to commencement of work. Payment of any fees in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.	Triple fees	Triple fees
MISCELLANEOUS FEES:	2021 Fee	2022 Proposed Fee
Tourist Rooming House (VRBO, airBNB)	\$60	\$60
Application and Publication Fee for Building Advisory Board (Class 1 Notice) (15.04.080)	\$200	\$200
Application and Publication Fees (WMC Chapters 23.10.13, 23.10.31, 23.10.32)		
▪ Zoning Board of Appeals – Variances, Appeals	\$200	\$200
▪ Plan Commission -- Amendments, Conditional Uses, UDD Petitions	\$400	\$400
▪ Plan Commission (special meeting requested)	\$550	\$550
Central Business District (Downtown) Obstruction Permit	\$20	\$20
Certified Survey Map Review	\$100	\$100
▪ Extraterritorial Reviews	\$70	\$75
Drive Approach Permits (12.20.010)	\$26	\$26
Excavation Permits (12.40.010)	\$65	\$65
Fences	\$50	\$50
Home Occupation	\$20	\$20
Moving Buildings Over Public Ways (15.40.010)		
▪ Garages	\$50	\$50
▪ Houses or other buildings	\$215	\$215

City of Wausau Building, Housing and Zoning Fee Schedule

2021
City of Wausau
City of Schofield

MISCELLANEOUS FEES (continued):	2021 Fee	2022 Proposed Fee
Parkland Dedication Fees: (WMC Chapter 21.16) - SR-2, SR-3, SR-5, and SR-7 Districts - DR-8, TF-10 and TF-12 Districts - MRL-12, MRM-20 and MRH-50 Districts - Planned and Unified Developments	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit
Additional Residential Building Lots Created by Replat or Certified Survey	\$400 /additional lot	\$400 /additional lot
Plat Review Fees: (WMC Chapter 21) Preliminary Plat Fee	\$150 + \$25/lot \$100	\$150 + \$25/lot \$100
Portable Storage Containers (23.03.30)	\$55	\$55
Resubmittal Fee (for revised plans and requires new permits)	\$100 + plan	\$100 + plan
Signs (15.48.050) Where signs have two or more faces, the permit fee shall be computed on each face of such sign. Also, the charge is per sign. - Business signs - Advertising signs - Temporary signs (fee is per month)	\$1.07 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.07 per square foot of gross area; minimum fee \$40/sign	\$1.10 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.10 per square foot of gross area; minimum fee \$40/sign
Special Inspection Fees Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.	\$155	\$155
Storm Water Management (WMC Chapter 15.56)	Established by	Established by
Street Privilege Permits (12.44.050)	\$75	\$75
Swimming Pools (19.32.020)	\$60	\$60
Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Other Forms Requiring Zoning Review, etc. - Residential - Commercial	\$35 \$60	\$35 \$65

NOTE: In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

NOTE: In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work. Electrical and plumbing fees shall be paid under Chapter 18.20 and Chapter 19.16, respectively.

City of Wausau Building, Housing and Zoning
Fee Schedule

2021
City of Wausau
City of Schofield

HOUSING CODE (Title 16):	2021 Fee
Reinspection Fee (16.04.025)	\$65
Rent Abatement Application Fee (for authorization of) [16.04.037 (d)]	\$25

RESIDENTIAL RENTAL REGISTRATION (16.04.030):	2021 Fee
Rental Registration Fee (per building)	\$10
Residential rental license inspection fees: ▪ First inspection ▪ Second inspection ▪ Missed inspection appointments/failure to allow access	No charge No charge if violation corrected; \$65 if not corrected \$35

Electrical Permit Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

RESIDENTIAL - ONE- AND TWO-FAMILY:	2021 Fee	2022 Proposed Fee
Inspection		
▪ New one- and two-family dwellings	\$.11/sq ft;	\$.11/sq ft;
▪ Additions and alterations to one- and two-family dwellings (including garages)	\$.14/sq ft;	\$.14/sq ft;
▪ Rewiring of existing one- and two-family dwellings	\$50 + \$3.35/circuit	\$50 + \$3.35/circuit
▪ Attached or detached garages	\$.075/sq ft	\$.075/sq ft
▪ New service only for existing one- and two-family dwellings	\$55	\$60

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY:	2021 Fee	2022 Proposed Fee
▪ New construction of apartments (three-family and over), row housing, and multi- family dwellings (or additions thereto)	\$.085/sq ft	\$.085/sq ft
▪ New construction of local business, institutional, and office buildings (or additions thereto)	\$.095/sq ft	\$.095/sq ft
▪ New construction of manufacturing and industrial buildings (or additions thereto)	\$.06/sq ft	\$.07/sq ft
▪ New construction of warehouses (or additions thereto)	\$.05/sq ft	\$.06/sq ft
▪ Electric sign wiring (any size)	\$90/sign	\$90/sign
▪ Service changes for industrial, commercial, and multi-family structures		
▪ 200 Amps, one meter	\$75	\$80
▪ 400 Amps, one meter	\$90	\$95
▪ 600 Amps, one meter	\$105	\$110
▪ 800 Amps, one meter	\$120	\$125
▪ 1,000 Amps and over, one meter	\$135	\$140
▪ Additional meters	\$10/each	\$10/each
▪ Fire Alarm Systems (installations or additions/ modifications to existing)	\$50	\$50
▪ Plan Review	\$.03/sq ft	\$.03/sq ft
▪ Inspection	\$75 minimum	\$75 minimum

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY (continued):	2021 Fee	2022 Proposed Fee
▪ PV (Photovoltaic) Systems:		
▪ Residential	\$200	\$200
▪ Commercial (7½ KW or less)	\$200	\$200
▪ Commercial (more than 7½ KW)	\$300	\$300
▪ Lighting / Emergency Lighting:		
▪ Testing Fee	\$125	\$125

MISCELLANEOUS FEES:	2021 Fee	2022 Proposed Fee
▪ Special inspections other than those listed above	\$55	\$55
▪ Administrative fee (application not completed/additional review required)	10% of Permit Fee; \$30 minimum	10% of Permit Fee; \$30 minimum
▪ Minimum permit fee (one- and two-family)	\$55	\$60
▪ Minimum permit fee (commercial, industrial, and multi-family)	\$75	\$75
▪ Same day or Reinspection fee	\$65	\$75
▪ Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees

Electrical Permit Fee Schedule

2022 Budget Review

City of Wausau

City of Schofield

Plumbing Permit Fee Schedule

2022 Budget Review

City of Wausau
City of Schofield

CATEGORY	2021 Fee	2022 Proposed Fee
- New or reconstructed water service or private water main, from curb stop, two inches or less, each one hundred feet or fraction thereof; - For each additional inch in diameter.	\$25 \$10	\$50 \$10
New or reconstructed sanitary building sewer or private sewer main, from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$25	\$50
New or reconstructed building or area storm sewer extension from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$25	\$50
Catch Basin	\$10	\$10
Manhole	\$10	\$10
Retention / infiltration area (per 2,000 square feet)	\$25	\$25
For each fixture or fixture connection in a one- or two-family dwelling.	\$10	\$10
For each fixture or fixture connection in a commercial building.	\$10.50	\$10.50
New or reconstructed water distribution piping, any size, each one hundred feet or fraction thereof.	\$15	\$15
New or reconstructed building drain, soil waste, vent piping, or downspouts, any size, each one hundred feet or fraction thereof.	\$15	\$15
Water distribution and drain piping for manufacturing processes, each one hundred feet or fraction thereof.	\$15	\$15
Private sewage disposal system.	\$50	\$50
Clear water pit and pump	\$50	\$50
Swimming pool.	\$50	\$50
Private water well (five-year permit—issued by Wausau Water Works).	\$100	\$100
To abandon water or sewer systems when wrecking or moving a building.	\$50	\$50
To abandon a private well and/or septic system.	\$50	\$50
Administrative fee (application not completed/additional review required).	10% of permit fee; \$30 minimum	10% of permit fee; \$30 minimum
Minimum fee (for projects requiring one inspection).	\$50	\$60
Minimum fee (for projects requiring more than one inspection).	\$65	\$75
Same day or Reinspection fee.	\$65	\$75
Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees
(b) Fixtures, appliances and appurtenances shall include but not be limited to: water closets, wash basins, bathtubs, shower stalls, urinals, service sinks, sinks, dishwashers, garbage grinders, disposals, laundry tubs, floor drains, site drains, drinking fountains, bar connections, soda fountains, water-cooled refrigerators, ice cube machines, dental cuspidors, all type water heaters, water-cooled motor connections, all water conditioning units, sumps, drain tile receivers, footing or subsoil drain discharge points, inside roof drains, catch basins, yard drains, grease and oil separators, pumps and ejectors, water or waste connection to machines, water or waste connection to any appliance, buried lawn sprinklers, drink dispensers, swimming pools, water-cooled air conditioners and		
Excavation Permits	\$65	\$65
Plan Review Fees (Commercial) per State Schedule (SBD-6154)		

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

Committee Action: HR: Approved 5-0
Fin: Approved 4-1

File Number: 03-1110

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving 2022- Part Time/Temporary/Seasonal Pay Schedule.

Vanderboom explained that a cost of living increase is currently being considered for non-represented employees. This item is brought forward to extend the cost of living increase to part-time, seasonal, and temporary employees.

Motion by Wadinski to approve the 2022 Part-time/Temporary/Seasonal pay schedule as presented. Second by Martens. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, November 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and Possible Action Amending the Part-Time, Temporary and Seasonal Pay Schedule

Ryan commented she thought the pay was still a little low. Toni Vanderboom stated they keep an eye on the market and can adjust as necessary.

Motion by Martens, second by Watson to approve the pay schedule as presented. Motion carried 4-1. (*Ryan was the dissenting vote*)

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action amending the Part-Time, Temporary and Seasonal Wage Rates in accordance with the Market Adjustment/Cost of Living Increase for Regular Non-Represented Employees in the 2022 Approved Budget
Background
The City of Wausau is currently considering a proposed budget which includes a 2% cost of living increase for non-represented employees. This increase will adjust employee salaries up by 2%, and adjust the salary scales accordingly. The wage rates for Part-Time, Temporary and Seasonal employees have been historically increased in line with adjustments made to the regular employee wage rates.
Fiscal Impact
See attached chart which reflects the current projected 2% adjustment
Staff Recommendation
Increase Part-Time, Temporary and Seasonal Wage rates in line with the cost of living increase granted to regular non-represented employees.
Staff contact: Toni Vanderboom (715-261-6634)

CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES

Effective January 1, 2022

Adopted by Council

City of Wausau Handbook Section 4.01 – Employment Categories

Part-time: A part-time employee is an employee whose schedule consists of less than twenty hours per week. A part-time employee is not eligible for employment benefits from the City unless specifically identified in the City's policies or as required by law.

Seasonal or Temporary: Employees in the service of the City on a temporary basis for fewer than fifty-two (52) consecutive weeks per year. Such employees are compensated at an hourly rate and are not eligible for employee benefits. Such employees are also not eligible for Wisconsin Retirement benefits nor are contributions made by the City unless the employee exceeds the required hours in a 12 month rolling period which at that time the employee will be eligible for WRS benefits including any contributions required to be made by the City. Hours worked will be reviewed periodically to verify the accuracy of an employee's employment classification. If reclassification is necessary, the employee will be notified.

PART-TIME RATES

DEPARTMENT	POSITION	HOURLY WAGE
PUBLIC ACCESS 9005 (730)	Production Assistant – 1 st Year	\$13.11
	Production Assistant – 2 nd Year	\$13.87
	Production Assistant – 3 rd Year	\$14.65
	Production Assistant – 4 th Year	\$15.42
PUBLIC ACCESS 9007 (740)	Production Specialist – 1 st Year	\$15.21
	Production Specialist – 2 nd Year	\$16.10
	Production Specialist – 3 rd Year	\$16.99
	Production Specialist – 4 th Year	\$17.88

TEMPORARY RATES

DEPARTMENT	POSITION	HOURLY WAGE
ASSESSMENT 9010	Board of Review Member	\$86.70/day
FINANCE 9002	Election Chief Inspector	\$9.95
	Election Inspector	\$8.93
PUBLIC ACCESS 9005	Production Assistant	\$13.11

CITY OF WAUSAU PART-TIME, TEMPORARY, AND SEASONAL WAGE RATES

Effective January 1, 2022

Adopted by Council

SEASONAL RATES

DEPARTMENT	POSITION	HOURLY WAGE
POLICE 9100 (710)	Community Services Officer – 1 st Year	\$11.86
	Community Services Officer – 2 nd Year	\$12.45
	Community Services Officer – 3 rd Year	\$13.08
	Community Services Officer – 4 th Year	\$13.72
CITY WIDE 9060 (200)	Seasonal Aide – 1 st Year	\$13.06
	Seasonal Aide – 2 nd Year	\$13.83
	Seasonal Aide – 3 rd Year	\$14.59
	Seasonal Aide – 4 th Year	\$15.36
CITY WIDE 9070 (210)	Seasonal Technician – 1st Year	\$14.35
	Seasonal Technician – 2nd Year	\$15.79
	Seasonal Technician – 3rd Year	\$17.22
	Seasonal Technician – 4th Year	\$18.66
DPW – GIS 9018 (240)	GIS Intern – 1 st Year	\$15.78
	GIS Intern – 2 nd Year	\$17.34
	GIS Intern – 3 rd Year	\$18.92
	GIS Intern – 4 th Year	\$20.50

Part-time and Seasonal rates are adjusted annually as employee salary mid-points are adjusted. Temporary rates remain fixed until adjustments are proposed and adopted by Council.

Clothing for Seasonal Employees

DPW	1 – Hi-Viz shirt for street crew 1 - Cotton shirt for inside/office Steel toe allowance of 50% up to \$125 \$50 clothing allowance in place of providing pants
Sewer	3 – Cotton Water Works shirts 2 – Hi-Viz Water Works Shirts Steel toe allowance of 50% up to \$125
Water	5- Hi Viz shirts Uniform pants Steel toe allowance of 50% up to \$125
CSO	2 – Uniforms shirts 1- Pants that zip for shorts 1 - baseball cap 1- ballistic vest and duty belt End of employment they give everything back but pants
Public Access	2 – uniform shirts

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

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

Approving adjustment to the vacation accrual schedule in Section 8.04 – Vacation of the Employee Handbook

Committee Action: HR: Approved 4-0

Fin: Approved 4-1

Fiscal Impact:

File Number: 12-0219

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, after reviewing the City's current recruitment and retention position, the Human Resources Committee reviewed and recommended adjusting the Employee Handbook to grant additional vacation time off, and;

WHEREAS, employees currently accrue paid vacation time according to the following annual vacation schedule:

- 10 days at time of hire
- 15 days upon completion of 5 years of service
- 20 days upon completion of 9 years of service
- 25 days upon completion of 18 years of service
- 30 days upon completion of 25 years of service, and;

WHEREAS, your Human Resources and Finance Committees reviewed and approved amending the vacation schedule as follows and as described in the supporting documents:

- 15 days at time of hire

- 20 days upon completion of 5 years of service
- 25 days upon completion of 10 years of service
- 30 days upon completion of 15 years of service, and;

WHEREAS, the maximum vacation accrual allowance remains 40 hours greater than the annual accrual amount for each years of service category and department heads shall continue to accrue vacation time as a 5th anniversary employee and accumulate vacation time up to a maximum of 360 hours, and;

WHEREAS, the proposed adjustment to the vacation schedule will add an estimated additional 625 vacation days accrued per year with approximately 68% of affected employees accruing at least 1 month of paid vacation per year, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that Section 8.04 of the Employee Handbook shall be updated as described above and in supporting documents effective January 1, 2022.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Amending Vacation Accrual Schedule for Non-Represented Employees.

Vanderboom said that increasing vacation time was also discussed during the last meeting during the recruitment and retention item. The vacation schedule was last updated in 2018 and was cutting edge at that time. Vanderboom presented a couple of options for the committee to consider for ways to increase vacation for employees quicker. Vanderboom said that a possible negative to being too generous with vacation is the possibility of needing more staff to cover time employees are out on vacation, but that more vacation is something almost all candidates ask for when receiving an offer of employment.

Wadinski said that if this is what employees want, he likes it. Vanderboom said that this was a very common answer in the employee survey recently completed. Mayor Rosenberg said that in the recruitments she's been involved in, vacation time has been the number one item for negotiation. Larson said he thinks this is a great item for employee retention. Martens asked if Vanderboom had the percentage of employees who don't use all of their vacation time, or how much unused vacation time there is. Vanderboom said she can't say how many people leave vacation time on the books since employees can carry over a set amount, but estimated that 10-20% of employees are at or close to their bank maximum. Herbst said that she likes the idea of employees having three weeks of vacation at time of hire. Larson asked if employees can get paid for vacation days instead of taking them; Vanderboom said no.

Motion by Larson to amend the vacation accrual rates to option #2 in the packet. Second by Herbst. Wadinski indicated that he liked option #2 also but was concerned about any cost to the citizens from overtime or such, and the possible difficulty of scheduling around additional vacation for employees. Wadinski asked if they could get an idea of cost before this goes to Council. Larson asked if they'd rather pay overtime to fill in for people or pay overtime for not having enough people. All ayes. Motion passed 5-0.

Motion by Wadinski approving 2022 benefit design for City and CCIT employees. Second by Larson. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, November 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and Possible Action Amending Employee Handbook 8.04 – Vacation

Toni Vanderboom explained Human Resources Committee reviewed and has recommended the pay schedule which gives three weeks of vacation at time of hire and vacation accrual increases every five years after that by an additional week until reaching the maximum.

Ryan stated she did not agree with employees having to wait for five years for an increase in vacation time because she did not think people stay with only one company long term anymore.

Motion by Martens, second by Herbst to approve as recommended by HR Committee. Motion carried 4-1. (*Ryan was the dissenting vote*)

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action amending vacation accrual rates for non-represented employees
Background
Employees currently accrue vacation time off at the following rate: • At time of hire: 10 days • Upon completion of 5 years: 15 days • Upon completion of 9 years: 20 days • Upon completion of 18 years: 25 days • Upon completion of 25 years: 30 days There are several ways we can amend the vacation accrual amounts. We can add new accrual increase points: • At time of hire: 10 days • Upon completion of 1 year: 11 days • Upon completion of 2 years: 12 days • Upon completion of 3 years: 13 days • Upon completion of 4 years: 14 days • Upon completion of 5 years: 15 days • Upon completion of 6 years: 16 days • Upon completion of 7 years: 17 days • Upon completion of 8 years: 18 days • Upon completion of 9 years: 20 days • Upon completion of 10 years: 21 days • Upon completion of 12 years: 22 days • Upon completion of 14 years: 23 days • Upon completion of 16 years: 24 days • Upon completion of 18 years: 25 days • Upon completion of 20 years: 26 days • Upon completion of 22 years: 27 days • Upon completion of 24 years: 28 days • Upon completion of 25 years: 30 days

Human Resource Committee Packet

November 8, 2021

We can start everyone at 3 weeks of vacation:

- At time of hire: 15 days
- Upon completion of 5 years: 20 days
- Upon completion of 10 years: 25 days
- Upon completion of 15 years: 30 days

We can change the accrual timeline:

- At time of hire: 10 days
- Upon completion of 2 years: 15 days
- Upon completion of 6 years: 20 days
- Upon completion of 10 years: 25 days
- Upon completion of 15 years: 30 days

Fiscal Impact

Additional vacation time should be fiscally neutral, provided overtime is not required to cover the vacancy.

Staff Recommendation

Staff contact: Toni Vanderboom (715-261-6634)

DEPARTMENT	Vacation Years of Service 2022	Proposed Vacation Time Off 2022	2022 Vacation time under Current Schedule	Difference
ASSESSMENT	3	15	10	5
ASSESSMENT	1	15	10	5
ASSESSMENT	7	20	15	5
ASSESSMENT	8	20	15	5
ASSESSMENT	5	25	20	5
ASSESSMENT	23	30	25	5
ATTORNEY'S	3	15	10	5
ATTORNEY'S	10	25	20	5
ATTORNEY'S	13	25	20	5
ATTORNEY'S	24	30	30	0
ATTORNEY'S	38	30	30	0
CD AUTHORITY	2	15	10	5
CD AUTHORITY	5	15	15	0
CD AUTHORITY	9	20	20	0
CD AUTHORITY	6	20	15	5
CD AUTHORITY	24	30	25	5
CD AUTHORITY	17	30	20	10
CD AUTHORITY	15	30	20	10
CD AUTHORITY	25	30	30	0
COMMUNITY DEVELOPMENT	1	15	10	5
COMMUNITY DEVELOPMENT	2	15	10	5
COMMUNITY DEVELOPMENT	1	15	15	0
COMMUNITY DEVELOPMENT	1	20	20	0
COMMUNITY DEVELOPMENT	13	25	20	5
COMMUNITY DEVELOPMENT	26	30	30	0
DPW - ELECTRICAL DIV	8	20	15	5
DPW - ELECTRICAL DIV	8	20	15	5
DPW - ELECTRICAL DIV	21	30	25	5
DPW - MAINTENANCE	1	15	10	5
DPW - MOTOR POOL DIV	3	15	10	5
DPW - MOTOR POOL DIV	1	15	10	5
DPW - MOTOR POOL DIV	1	15	10	5
DPW - MOTOR POOL DIV	4	15	10	5
DPW - MOTOR POOL DIV	7	20	15	5
DPW - MOTOR POOL DIV	32	30	30	0
ENGINEERING	4	15	10	5
ENGINEERING	7	20	15	5

ENGINEERING	6	20	15	5
ENGINEERING	9	20	20	0
ENGINEERING	7	25	20	5
ENGINEERING	10	25	20	5
ENGINEERING	25	30	30	0
ENGINEERING	28	30	30	0
ENGINEERING	26	30	30	0
ENGINEERING	24	30	25	5
ENGINEERING	24	30	25	5
ENGINEERING	22	30	25	5
FINANCE	1	15	10	5
FINANCE	5	15	15	0
FINANCE	5	15	15	0
FINANCE	1	15	10	5
FINANCE	8	20	15	5
FINANCE	7	20	15	5
FINANCE	8	20	15	5
FINANCE	13	25	20	5
FINANCE	11	25	20	5
FINANCE	11	25	20	5
FINANCE	32	30	30	0
FINANCE	29	30	30	0
FINANCE	27	30	30	0
FIRE	15	30	20	10
FIRE	18	30	25	5
FIRE	3	30	30	0
HUMAN RESOURCES	5	15	15	0
HUMAN RESOURCES	5	25	20	5
HUMAN RESOURCES	16	30	20	10
INSPECTIONS	5	15	15	0
INSPECTIONS	4	15	10	5
INSPECTIONS	5	15	15	0
INSPECTIONS	8	20	15	5
INSPECTIONS	9	20	20	0
INSPECTIONS	11	25	20	5
INSPECTIONS	12	25	20	5
INSPECTIONS	17	30	20	10
MAYOR'S OFFICE	5	20	15	5
METRO RIDE	1	15	10	5

METRO RIDE	6	20	15	5
METRO RIDE	5	20	15	5
METRO RIDE	13	25	20	5
METRO RIDE	40	30	30	0
METRO RIDE	15	30	20	10
MUNICIPAL COURT	4	15	10	5
MUNICIPAL COURT	1	15	10	5
PARKING RAMPS	23	30	25	5
PARKING RAMPS	38	30	30	0
POLICE	1	15	10	5
POLICE	2	15	10	5
POLICE	3	15	10	5
POLICE	5	20	15	5
POLICE	8	20	15	5
POLICE	9	20	20	0
POLICE	5	20	15	5
POLICE	7	20	15	5
POLICE	32	30	30	0
POLICE	24	30	25	5
POLICE	27	30	30	0
POLICE	22	30	30	0
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	4	15	10	5
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	3	15	10	5
PUBLIC WORKS	5	15	15	0
PUBLIC WORKS	2	15	10	5
PUBLIC WORKS	9	20	20	0
PUBLIC WORKS	8	20	15	5
PUBLIC WORKS	7	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	8	20	15	5
PUBLIC WORKS	6	20	15	5
PUBLIC WORKS	14	25	20	5
PUBLIC WORKS	12	25	20	5
PUBLIC WORKS	11	25	20	5

PUBLIC WORKS	12	25	20	5
PUBLIC WORKS	10	25	20	5
PUBLIC WORKS	11	25	20	5
PUBLIC WORKS	42	30	30	0
PUBLIC WORKS	36	30	30	0
PUBLIC WORKS	34	30	30	0
PUBLIC WORKS	25	30	30	0
PUBLIC WORKS	24	30	25	5
PUBLIC WORKS	24	30	25	5
PUBLIC WORKS	19	30	25	5
PUBLIC WORKS	15	30	20	10
PUBLIC WORKS	23	30	25	5
PUBLIC WORKS	33	30	30	0
SEWER	2	15	10	5
SEWER	2	15	10	5
SEWER	4	15	10	5
SEWER	2	15	10	5
SEWER	2	15	10	5
SEWER	1	15	10	5
SEWER	6	20	15	5
SEWER	12	25	20	5
SEWER	22	30	25	5
SEWER	16	30	20	10
SEWER	31	30	30	0
SEWER	27	30	30	0
WATER	1	15	10	5
WATER	5	15	15	0
WATER	3	15	10	5
WATER	3	15	10	5
WATER	2	15	10	5
WATER	2	15	10	5
WATER	1	15	10	5
WATER	5	15	15	0
WATER	7	20	15	5
WATER	7	20	15	5
WATER	13	25	20	5
WATER	10	25	20	5
WATER	14	25	20	5
WATER	29	30	30	0

WATER	16	30	20	10
WATER	17	30	20	10
WATER	25	30	30	0

Proposed off Time Distribution	(157
employees total)	
3 weeks vacation: 50 employees or 31.8%	
4 weeks of vacation: 34 employees or 21.7%	
5 weeks vacation: 23 employees or 14.6%	
6 weeks vacation: 50 employees or 31.8%	

8.04 – Vacation

Regular full-time employees shall earn paid vacation based on the number of years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Bi-weekly Accrual</u>	<u>Max. Vacation Accum. Allowed</u>
At time of hire	15 days	4.6154 hours	160hours
Upon completion of 5 years of service	20 days	6.1540 hours	200 hours
Upon completion of 10 years of service	25 days	7.6924 hours	240 hours
Upon completion of 15 years of service	30 days	9.2308 hours	280hours

For example, an employee who is hired on 1/1/2000 and works continuously will complete 5 years of service on 1/1/2005, and will complete 10 years of service on 1/1/2010.

Regular part-time employees shall receive a proration of the annual vacation accrual as described above based on the number of hours they worked in the previous year. Annual vacation will be awarded on the 2nd payroll of each year. Regular part-time employees may accrue vacation to carry over to the following year. The maximum vacation accrual allowed will be the budgeted full-time equivalency of the position.

Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Director and based on the needs of the City.

Department Directors, upon initial appointment, shall accrue vacation time as a 5th anniversary employee and shall be allowed to accumulate vacation time up to a maximum of 360 hours, regardless of their length of service.

Vacation may be used in no less than one-fourth (1/4) hour increments for all non-exempt employees.

The Human Resources Department may negotiate vacation accrual amounts outside of the above schedule for executive or other high-level positions, and to positions that have been identified by Human Resources as difficult to fill. The Human Resources Department shall establish quantifiable criteria for a determination of difficult to fill, including but not limited to having a previously unsuccessful recruitment.

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

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

Approving a One-Time, Lump Sum Additional Compensation to Designated Non-Represented Employees.

Committee Action: HR: Approved 3-2
 Fin: Approved 3-2

Fiscal Impact: \$105,000

File Number: 21-1213

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau continues to consider recruitment and retention initiatives to respond to the challenging labor market, and;

WHEREAS, during last collective bargaining agreement negotiations the time to advance through the salary scales and/or the number of steps in the salary scale were reduced for all three unions and bargaining agreement negotiations for all unions are scheduled to begin in 2022, and;

WHEREAS, in the approved 2022 budget the Common Council granted a 6-month anniversary step increase for non-represented employees below midpoint, which halves the time period before an employee reaches midpoint in the salary range; and

WHEREAS, a one-time, non-base building additional compensation of \$1000 is recommended for approximately 103 non-represented employees who are at or over midpoint and are not eligible for the additional step increase described above, and;

WHEREAS, part-time employees shall receive a pro-rated portion of the \$1000 payment, and;

WHEREAS, this \$1000 represents an increase between 1-2% of annual pay for most affected employees, with the lower paid employees receiving a greater percentage impact, and;

WHEREAS, your Human Resources and Finance Committees reviewed and approved the lump sum payment as described above, funded using 2020 carryover funds, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that it approves the payment of a one-time, non-base building lump sum payment of \$1000 (amount prorated for part-time employees) to non-represented employees who are at or above midpoint in their salary scale on December 31, 2021, to be paid pay period 26 of 2021.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: November 8, 2021 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Approving a One-Time Lump Sum Bonus to Designated Employees.

Vanderboom indicated that this item was briefly mentioned at the last meeting in discussion of hiring and retention. At the last meeting an unspecified lump sum bonus was discussed. This item went to the Finance Committee and was approved funding under the current budget for 2021. The lump sum bonus would be granted to non-represented employees who are at or above midpoint in this calendar year. The fiscal impact would be \$105,000, funded by the levy, utilities, and other funding sources available.

Herbst asked if this would be done every year or if this is a one-time bonus. Vanderboom said it would be a one-time bonus for this year only as a retention initiative. Wadinski expressed concern that this does not apply to all employees, that it is not the same percentage of bonus for those receiving it, and as it is only being considered for one year, if it will help with retention. Vanderboom explained the reasons for who would be eligible for the bonus, why a flat rate was decided upon, and how the bonus is administered can affect payroll calculations. Further discussion by the committee took place.

Motion by Larson approving a one-time lump sum bonus in 2021 to designated employees. Second by Martens. Martens said that his recollection from the Finance Committee discussion was that carryover funds from 2020 would be used for this and that is why this item would have to be done before the end of 2021, and believes it would be a good incentive to employees who would receive it. Wadinski agreed that something should be done but that a one-time bonus isn't the answer. McElhaney said that this is just one item among several that the City would like to consider for hiring and retention. Vanderboom mentioned suspending steps one and two effective November 14th and advancing people up to midpoint faster with six-month step increases. Motion passed 3-2 (*Herbst and Wadinski were the dissenting votes*).

FINANCE COMMITTEE

Date and Time: Tuesday, November 23, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Bob Barteck, Eric Lindman, Katie Rosenberg, Ben Bliven, Toni Vanderboom, Tom Kilian

Discussion and Possible Action Approving a One-Time Lump sum Bonus to Designated Non-Represented Employees

Toni Vanderboom presented a PowerPoint which can be viewed on YouTube along with the full extensive discussion on this item: <https://www.youtube.com/watch?v=-KXPGeEmQ8Y>

Vanderboom explained the retention bonus is extended to non-represented employees whose pay structure length reflects negatively in current market but aren't receiving a base-building adjustment to this structure in 2022 (i.e., non-represented employees who are over midpoint). \$1,000 represents approximately 1-2% of an employee's annual salary, with lower-paid employees receiving a larger percent impact.

Rasmussen questioned what the fund source would be because she felt it should come from surplus not ARPA funds. Vanderboom stated it would be funded with 2020 carryover surplus funds. Groat indicated the total surplus funds were just over \$100,000 and the impact to the general fund is approximately \$87,000.

Rasmussen commented in a post Act 10 world there are only three labor groups in our organization that were allowed to retain the ability to collectively bargain. She noted their contracts are coming around this year to be negotiated and those work groups will be able to renegotiate the terms of anything they choose.

Watson agreed a lot of people were negatively impacted by Act 10 and the lack of bargaining, but she also felt if not given across the board it will keep driving a wedge between employees. She felt that the problem was with the term "bonus" and perhaps it should be rebranded as something else. She suggested the committee consider hazard pay separately from this for those that were on the front line during the pandemic.

Tom Kilian urged them to pay the bonus to both represented and non-represented employees. (Vanderboom had indicated the cost to do that would increase the impact by \$145,000.) Kilian stated if you don't do it, he would title this a "we are going to pay you to not be in a union bonus."

Public comment was also accepted from Bruce Grau in favor of bonus for all employees and Randy Radtke supporting union representation.

Rasmussen asked the HR Committee to reconsider a longevity plan that was taken away from non-represented employees. Discussion followed to also consider hazard pay separately at future committee meetings.

Chief Ben Bliven commented the bonus should be for both represented and non-represented staff, citing ongoing recruitment and retention issues in the police and fire departments even with the union cost of living increases.

Motion by Martens, second by Herbst to approve a One-Time Lump sum bonus to designated Non-Represented Employees. Motion carried 3-2 (*Watson and Ryan were the dissenting votes*)

Human Resource Committee Packet

November 8, 2021

Agenda Item
Discussion and possible action granting \$1000 one time lump sum bonus for designated employees
Background
In October, the Human Resources staff presented several recruitment and retention initiatives. Two levels of recommendations were discussed, including initiatives that could be implemented immediately and those to be considered in the 2022 budget. One item identified for consideration in the 2022 budget is a lump sum increase for non-represented employees who are at or over midpoint. The Human Resources department identified 103 employees who will be at or over midpoint in 2021. Recruitment and retention efforts are currently focusing on non-represented employees, who have not received cost-of-living increases while the City was funding the implementation of the wage study. The Human Resources and Finance departments compared a flat rate lump sum payment against a lump sum equivalent to 1% of an employee's base pay. A lump sum of \$1000 is greater than 1% of employee pay for all but 8 of our highest paid employees (mostly department directors). For some employees, \$1000 represents a pay increase of nearly 2%. This bonus amount would be prorated for part time employees. At the recent Finance Committee, the Finance Committee indicated support of the item but removed it from the 2022 budget. The Finance Committee indicated this item could be funded with carryover funds.
Fiscal Impact
\$105,000
Staff Recommendation
Approve one time lump sum bonus for non-represented employees at or above midpoint in 2021.
Staff contact: Toni Vanderboom (715-261-6634)

Step Increases after 6 years	
Police Officer	25.70%
Firefighter	22.10%
Bus Operator	42.60%
Non-Represented	18%

Cost of Living Increases		
2022		Notes
Police Union	3%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	
Non-Represented	2%	
2021		Notes
Police Union	3%	midyear split
Fire Union	2%	3% LT
Transit Union	2%	
Non-Represented	0%	
2020		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	
Transit Union	3%	5.6% Operator I
Non-Represented	0	
2019		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	midyear split
Non-Represented	0	

Total Step Increases (3 year period)	
Police Officer	18.7%
Firefighter	12.6%
Bus Operator	22.50%
Non-Represented	9%

Total COLAs 2019-2022	
Police Union	11%
Fire Union	9.5%
Transit Union	9%
Non-Represented	2%

Total Increase (3 year period)	
Police	29.7%
Fire	22.1%
Transit	31.5%
Non-Rep	11%

NON-REPRESENTED LUMP SUM BONUS

DISCUSSION AND POSSIBLE ACTION APPROVING A ONE-TIME LUMP SUM BONUS
TO DESIGNATED NON-REPRESENTED EMPLOYEES

THE HR DEPARTMENT WAS TASKED WITH ADDRESSING RECRUITMENT AND RETENTION CONCERNS ARISING FROM CURRENT LABOR MARKET CONDITIONS

- One large recruitment and retention concern identified is the amount of time it takes a non-represented employee to reach midpoint of the salary scale
 - A non-represented employee who starts at the minimum starting salary reaches midpoint after 8-9 years, and reaches maximum pay after 17-21 years
 - Under the 2022 budget, time to midpoint for non-represented employees was addressed. However, this created a retention concern for employees above midpoint, who were unaffected by this adjustment.
 - This employee group (non-represented above midpoint) also experienced delayed implementation of the 2019 wage study; they are receiving full implementation of the 2019 wage study in the 2022 budget.

- The lump sum bonus being considered today was not intended as a pandemic hardship or hazard pay.
- Those items would be a separate initiative, which staff can investigate for future consideration but are not agendized for discussion today.
- The lump sum bonus is also identified for one market group only, non-represented employees, and is a retention effort for employees who are experiencing market pressures but aren't impacted by the step system adjustment.

- Represented employees align with their markets (i.e. Police officer to Police Officer) during contract negotiations which are anticipated to be held next year.
 - Police and Fire contracts are valid through 2022, and the Transit contract expires June 30, 2022.
 - HR and Metro management are in discussions with the Transit union to adjust their pay schedule to address significant recruitment issues; this was done previously under the last contract.
 - Other recruitment and retention efforts such as the increase in vacation time also do not apply to represented employees and are subject to contract negotiation.

THE CITY HAS HISTORICALLY APPROACHED REPRESENTED AND NON-REPRESENTED MARKETS SEPARATELY

COST OF LIVING INCREASES

Cost of Living Increases		
2022		Notes
Police Union	3%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	
Non-Represented	2%	
2021		Notes
Police Union	3%	midyear split
Fire Union	2%	3% LT
Transit Union	2%	
Non-Represented	0%	
2020		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	
Transit Union	3%	5.6% Operator I
Non-Represented	0	
2019		Notes
Police Union	2.5%	midyear split
Fire Union	2.5%	midyear split
Transit Union	2%	midyear split
Non-Represented	0	

STEP INCREASES OVER 3 YEARS

Total Step Increases (3 year period)	
Police Officer	18.7%
Firefighter	12.6%
Bus Operator	22.50%
Non-Represented	9%

THE CITY HAS HISTORICALLY APPROACHED REPRESENTED AND NON-REPRESENTED MARKETS SEPARATELY

- From 2019-2022, a new hire who started at minimum received the following total base pay increase:
 - Police Officer: 29.7%
 - Firefighter: 22.1%
 - Bus Operator: 31.5%
 - Non-Represented: 11%
- If the City wishes to consider cross-market alignment, the benefits will need to flow both ways with non-represented employees receiving commensurate benefits to represented employees.

THE PAY STRUCTURES FOR REPRESENTED AND NON-REPRESENTED EMPLOYEES IS ALSO DISTINCT

- Each pay group reaches maximum pay after different lengths of time:
 - Non-represented: 17-21 years
 - Police Officer: 6 years (less with higher education)
 - Firefighter: 10 years
 - Bus Operator: 6 years
- During last contract negotiations, all three unions negotiated a reduction in either the number of steps or the time it takes to move through steps.

THE PROPOSAL BEFORE YOU TODAY

- This is a retention bonus extended to non-represented employees whose pay structure length reflects negatively in current market, but aren't receiving a base-building adjustment to this structure in 2022 (i.e. non-represented employees who are over midpoint)
- \$1,000 represents approximately 1-2% of an employee's annual salary, with lower-paid employees receiving a larger % impact

THE PROPOSAL BEFORE YOU TODAY

- Why a bonus?
 - Non-base building reduces ongoing costs
 - Eligible for non-reoccurring funding sources
- FLSA Discretionary Bonus
 - Discretionary bonus are not eligible for inclusion in overtime calculations
 - To remain compliant with FLSA Discretionary Bonus regulations, this bonus should be issued as soon as practicable after approval and cannot be contingent upon items like attendance, production or other goals.

THE PROPOSAL BEFORE YOU TODAY

Questions?

RESOLUTION OF THE PARKS & RECREATION COMMITTEE

Authorizing the approval of Wausau/Marathon County Parks, Recreation & Forestry Sponsorship Policy and Wausau/Marathon County Parks, Recreation & Forestry Naming Guidelines and Criteria on behalf of the City.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-1207

Date Introduced: December 14, 2021

RESOLUTION

WHEREAS, the Wausau and Marathon County Parks, Recreation, and Forestry Department (“Department”) desires the establishment of a policy, guidelines and/or criteria to guide it with respect to soliciting, managing and reporting on park sponsorships and developing names for City or County parks, property, and facilities; and

WHEREAS, development of a policy, guidelines and/or criteria utilized by both the City and County facilitates efficient park management and promotes effective and timely decision-making by the Department; and

WHEREAS, the Marathon County Park Commission approved the attached Wausau/Marathon County Parks, Recreation & Forestry Sponsorship Policy (“Sponsorship Policy”) and Wausau/Marathon County Parks, Recreation & Forestry Naming Guidelines and Criteria (“Naming Guidelines”) on November 30, 2021, copies of which are attached hereto as Exhibit A and B; and

WHEREAS, your Parks and Recreation Committee, at its December 6, 2021 meeting, recommends that the City adopt the Sponsorship Policy and Naming Guidelines substantially in the form of those attached hereto as Exhibit A and B.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the City adopt a City of Wausau Sponsorship Policy and a City of Wausau Naming Guidelines substantially in the form of those attached hereto as Exhibit A and B.

Approved:

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: December 6, 2021 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Tom Kilian, Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson

Others Present: Jamie Polley-Director, Anne Jacobson – City Attorney, Andrew Sims – Assistant Director of Operations

5. Discussion and Possible Action Approving of Revisions to the Park Naming Guidelines and Criteria and Sponsorship Policy for the Parks and Park Facilities – Polley explained that this Committee had reviewed and approved the Park Naming Rights Criteria and a Sponsorship Policy in April of 2021. Prior to going to the City Council for final adoption, the City Attorney's office reviewed the documents and made several changes. Most of the changes were formatting and the reduction of redundancies. The content and overall goal of the documents remain the same. The Department would like to have one set of naming rights criteria and one sponsorship policy for both the City of Wausau Parks and Marathon County Parks. In developing the criteria for park naming and a sponsorship policy it was important to develop guidelines and criteria that the Committee and Commission can utilize to make an informed, impartial decision on the naming of City and County parks and park facilities and obtaining sponsors for the parks and parks facilities. The Park Commission has approved this item at their meeting last week. **Motion** by Neal, second by Larson to approve the Park Naming Guidelines and Criteria and Sponsorship Policy for the Parks and Park Facilities as revised. Motion **carried** by voice vote, vote reflected as 5-0.

WAUSAU/MARATHON COUNTY PARKS, RECREATION & FORESTRY SPONSORSHIP POLICY

I. Statement of Policy

The Wausau/Marathon County Parks, Recreation & Forestry Department ("Department") seeks to encourage and facilitate opportunities for individuals, businesses, for-profit or not-for-profit organizations, or foundations to invest in the future of the City of Wausau ("City"), Marathon County ("County") and its parks and recreation facilities through Sponsorships and contributions that will enhance, beautify, improve, supplement, support, or otherwise benefit the City and/or the County.

All offers of Sponsorship received by the Department will be reviewed in accordance with this Policy. The guidelines and procedures contained within this Policy do not apply to gifts or donations for which there is no benefit or recognition.

II. Purpose

This Policy provides guidelines that facilitate and support opportunities for Sponsorship and is intended to guide the City, County and the Department in soliciting, managing and reporting on Sponsorships. The purpose of such Sponsorships is to increase the Department's ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's or County's general fund. The Department will seek Sponsors that further the Department's mission in a manner that respects the noncommercial nature of the Department's, City's or County's property and services. The public's trust, including the public's perception of the Department's, City's, or County's fairness and impartiality, and the Department's, City's, or County's reputation (sometimes collectively referred to as 'public trust') may be damaged by Sponsorships that are aesthetically incompatible with park surroundings, or inconsistent or incompatible with the Department's, City's, or County's public mission and core services. When the Department, City, or County loses the public trust, its ability to govern or maintain and manage its assets efficiently and effectively is impaired. Therefore, the Department, City, and County will consider Sponsorship of certain Department, City or County park property, facilities, events, activities, programs and services (collectively 'facilities and services') in certain circumstances and in accordance with this Policy. Sponsorships of Department facilities and services are maintained as a nonpublic forum.

III. Definitions.

'Recognition Benefit' is the opportunity given to a Sponsor to have its name and/or logo appear on park property or materials for a specified period of time. The details of those opportunities are specific to each Sponsorship and detailed in a Sponsorship Agreement.

'Sponsorship' is financial or in-kind support from an individual, business, for-profit or not-for-profit organization, or foundation, including other governmental or quasi-governmental organizations, (collectively "Sponsor") in exchange for tangible and intangible benefits to the Sponsor. Such benefits can include but are not limited to marketing opportunities (product promotion and/or temporary advertising) on City, or County property or, association of the Sponsor's name, logo, products or services with a Department, event, activity, program, or service.

IV. Determination of Sponsorship Opportunities

The Department is responsible for determining the facilities and services within the Department that are suitable for Sponsorship ('eligible facilities and services'). Sponsorships are arranged primarily through two processes: a) self-initiated by the potential Sponsor or; b) initiated by the Department through a formal or informal solicitation process.

Sponsorships are appropriate for the following broad types of activities:

1. Events – financial or in-kind support for an event organized by the Department.
2. Park/Facility Development – Financial or in-kind support associated with the design and construction of a particular park or recreational facility. Projects within this category will typically be of a one-time nature.

3. Program Delivery – financial or in-kind support that facilitates the ongoing delivery of a particular program.
4. Park/Facility – financial support of a park facility that supports the maintenance costs of the Department such as a specific field, scoreboard, playground, etc.

Public access to information about Sponsorship opportunities is important:

1. to create an open and fair process and to protect against disputes related to Sponsorships that are category exclusive;
2. to market available Sponsorship opportunities in an open and efficient manner allowing both the potential Sponsor and the Department to negotiate efficiently.

Where Sponsorships are initiated through a formal or informal solicitation process, the Department will make information about potential Sponsorship opportunities available through the Department's website and other appropriate means.

Where offers are self-initiated by the potential Sponsor and involve requests for exclusivity, the Department will endeavor to determine whether there may be other potential Sponsors interested in the same opportunity and in such cases may proceed to identify such other potential Sponsors through a formal or informal solicitation process before making a selection of a final Sponsor for that Sponsorship.

The Department Director may contract with an independent contractor for services related to solicitation and consideration of Sponsorships in accordance with the City or County Procurement Policy.

V. Sponsorship Approval:

Level 1, City Council or Park Commission Approval Required:

Offers of Sponsorship that are for terms of more than five years or are projected to generate \$200,000 or more over the full term of the Sponsorship, or that involve naming rights for any City or County park or facility (whether currently named or unnamed), shall require the approval of the City Council or Park Commission, including its approval of the corresponding Sponsorship Agreement.

Level 2, Department Director Approval Permitted:

Offers of Sponsorship that are for terms of up to five years, and are projected to generate less than \$200,000.00 over the full term of the Sponsorship, may be approved by the Department Director, including approval and execution of the corresponding Sponsorship Agreement. This approval includes the authority to approve Sponsorships for naming rights of designated portions of City or County park facilities, such as naming rights for a specific athletic field within a park, or a specific shelter within a City or County park, provided such naming right otherwise meets the requirements of this Level 2 authority. No such Sponsorship approvals may be delegated to any Department Director designee. The Director may always elect to refer any proposed offer of Sponsorship or Sponsorship Agreement within the Director's authority level to the City Council or Park Commission for approval.

Level 3, Departmental Staff Approval Permitted:

The Department Director may delegate the authority to approve offers of Sponsorship and the approval and execution of Sponsorship Agreements that are within the Department Director's authority and are for terms of three years or less and projected to generate less than \$10,000 per year to an appropriate staff member. All such approvals shall be in consultation with the Department Director.

VI. Criteria for Review of Sponsors and Offers of Sponsorship

The following principles form the basis for evaluating every offer of Sponsorship:

1. All Sponsorships must directly relate to the intent of the facility, park or program.
2. The extent and prominence of the Sponsorship Recognition Benefit.
3. The aesthetic characteristics of the Sponsorship Recognition Benefit; the Recognition Benefit to be offered does not compromise the design standards and visual integrity of the park or facility. Any on-site Recognition Benefits will be of an appropriate size and color and will be done in a way that minimizes impacts on the visitor's experience and visitor use of the park or facility and minimizes impact on the park or facility's surroundings or any interpretive message.
4. The importance of the Sponsorship to the mission, values and image of the Department.
5. The level of support proposed to be provided by the Sponsor; Sponsorship Recognition

Benefits offered should be commensurate with the relative value of the Sponsorship.

6. The cooperation necessary and degree of support from other departments to implement the Sponsorship.
7. The value of the resources that is provided to the Department in fulfilling its overall mission and its compatibility with the Department's mission.
8. No Sponsorship may suggest in anyway the endorsement of the Sponsor's goods or services by the Department, City, or County or any proprietary interest of the Sponsor in the Department's, City's or County's facilities or services.
9. The Sponsorship must be for a fixed term.
10. Evaluation of the Potential Sponsor which includes but is not limited to:
 - a. Product/services offered.
 - b. Sponsor's record of involvement in environmental stewardship.
 - c. Principles of Sponsor.
 - d. Sponsor's rational for its interest in City or County parks and facilities.
 - e. Sponsor's timeliness or readiness to enter into a Sponsorship Agreement.
11. Other factors that might affect or undermine the public trust or public confidence in the Department's, City's, or County's impartiality or interfere with the efficient delivery of Department's, City's, or County's services or operations, including, but not limited to, the existence of, or possibility for, conflicts of interest between the Sponsor and Department's, City's, or County's officers, employees. Offers of Sponsorship may be rejected where a potential Sponsor is engaged in litigation with the City or County.

Sponsorship offers that seek naming or re-naming of City or County property or facility or any portion thereof will also be evaluated in conjunction with, and must meet the requirements of the Department's Park Naming Guidelines and Criteria.

Offers for Sponsorship for eligible facilities and services will also be reviewed to determine that they are complete and properly executed by the Sponsor.

Products, and businesses generally ineligible for Sponsorships under this Policy include for-profit businesses whose primary products or services are substantially derived from the sale of alcohol, drugs, tobacco, gambling, firearms, or sexually explicit materials.

VII. Recognition Benefits and Guidelines

A. Categories

Recognition Benefits that are consistent with this Policy include, but are not limited to generally used forms of branding and advertising set forth below:

- Park and building naming rights, as approved by City Council/Park Commission and in accordance with the Park Naming Guidelines and Criteria.
- Naming rights of fields within City or County parks or buildings within a City or County park, and in accordance with the Park Naming Guidelines and Criteria.
- Signage including:
 - Fencing fabric and/or fence signage
 - Light pole and building banners
 - Certain interior walls.
- Scoreboards.
- PA audio and visual messages.
- Inclusion on printed materials of the Department.
- Inclusion on Department maintained facility web-pages and social media.
- Inclusion on bulletin boards.
- Inclusion on information kiosks.
- Inclusion on pavers or other similar permanent fixtures.
- TV Shows.
- Inclusion in or on a facility or service marketing and promotional materials, items, and

messages (including electronic messages, new media and other forms of communication that may arise in the future).

Recognition Benefits that are more interactive than the above may also be permissible for certain facilities or services under this Policy. These include, but are not limited to:

- Give away items, coupons, or other sponsor related marketing materials.
- Event booth space.
- Contests, drawings or other activities that request a response.

Other proposed forms of Recognition Benefits, other signage and other visible advertising will be considered on a case by case basis, consistent with this Policy.

B. Guidelines

Sponsorship Recognition Benefits may identify the Sponsor or product, including the use of Sponsor or product logos and marks. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted.

No Sponsorship may suggest in anyway the endorsement of the Sponsor's goods or services by the Department, City, or County or any proprietary interest of the Sponsor in the Department's, City's, or County's facilities or services.

The Department may impose restrictions on advertising, Sponsorship and naming rights consistent with applicable law and the use of City or County parks and facilities by citizens of all ages, in particular, young children and families. The Department possesses full control over the placement and appearance (including design and materials) of all Sponsorship Recognition Benefits.

No Sponsor shall issue any materials or communications other than as approved in the Sponsorship Agreement, including but not limited to print, video, internet, broadcast, or display items to promote or communicate the Sponsorship using the Department, City's, or County's name, marks, or logo without written approval from the Department Director.

VIII. Sponsorship Agreement

Upon approval of an offer of Sponsorship, the Sponsor and Department shall enter into a Sponsorship Agreement. Entering into a Sponsorship Agreement is not an endorsement of that Sponsor or its services or products.

Agreements should include the following at a minimum:

1. Clear statement how the Department is improving services through the Sponsorship and how the Sponsorship supports the mission and vision of the Department.
2. The financial value, benefits associated, costs of the Sponsorship, including any exclusivity or other hierarchy of benefits.
3. Type of Recognition Benefits and time limit or term of each Sponsorship.
4. Clear statement of Department's and Sponsor's responsibilities and roles.
5. Specific plan for marketing and branding opportunities such as display, type, location, size, design, content and duration.
6. Provision that the Department reserves the right to terminate any Sponsorship should conditions arise during its term that results in conflict with this Policy or the Sponsorship no longer serves the best interests of the Department, the City or the County. Any decision to terminate shall be made in the same manner as the original approval of the offer for Sponsorship.

IX. Appeal Process

Self initiated offers of Sponsorship that are not accepted may be appealed as follows:

1. A Level 3 offer of Sponsorship that is denied by a Department Director designee, may be appealed to the Director.
2. A Level 2 offer of Sponsorship that is denied by the Director, or their designee, may be appealed to the City Council or Park Commission.

Appeals shall be made in writing and within thirty (30) days of the notice that the offer of Sponsorship is not accepted. Appeals to the City Council shall be directed to the City Clerk. Appeals to the Park Commission shall be directed to the Commission President.

WAUSAU/MARATHON COUNTY PARKS, RECREATION & FORESTRY NAMING GUIDELINES AND CRITERIA

1. Purpose:

A. The Purpose of these guidelines and criteria is to develop names for City or County parks, property, facilities, or portions thereof that are:

- **Unique.** Unique names are identifiable to a specific place and do not duplicate or are not confused with existing names in the City of Wausau, Marathon County, or neighboring areas.
- **Meaningful.** Names may reference natural features or landmarks, local historic events, or persons with historic significance, locally or nationally.
- **Inclusive.** Respectful of all people and cultures and reflect positive values acceptable to the community as a whole.

B. These guidelines and criteria applies to the naming of City or County parks, property, facilities, or portions thereof, whether payment has been offered or sought in exchange for the naming privilege through an offer of Sponsorship under the Wausau/Marathon County Parks, Recreation & Forestry Department (“Department”) Sponsorship Policy or a naming application has been made without an offer of compensation.

C. Offers for Sponsorship that include or concern naming as a Recognition Benefit are subject to the provisions of the Department Sponsorship Policy and may include provisions for ongoing and special maintenance costs or costs of improvements such as the renovation of a facility. Sponsorship Agreements that include or concern naming as a Recognition Benefit will contain specific terms for discontinuation or termination. Offers of Sponsorship for naming rights of any City park, County Park or facility shall be approved by the City Council or County Park Commission. Offers of Sponsorship for naming rights of designated portions of City or County facilities, such as naming rights for a specific athletic field within a park or a shelter within a City or County Park, may be approved by the Department Director pursuant to the requirements and guidelines of the Department Sponsorship Policy.

2. Guidelines:

A. General Name guidelines:

- Should not duplicate or be easily confused with existing local public or private places.
- Should not be cumbersome, corrupted, or modified names, profane, discriminatory, or derogatory names related to age, race, religion, creed, national origin, sex, color, marital status, disability, sexual orientation, political affiliation, or other similar categories.
- Should not contain names of companies or organizations whose business is substantially derived from the sale of alcohol, drugs, tobacco, gambling, firearms, sexually explicit materials, adult entertainment and/or other practices considered unsuitable or inappropriate for children.
- Should use the fewest words possible.
- Should not be names of appointed or elected local officials currently in office or current City/County employees.
- Former facility names should not be re-used other than for a reconstruction of the same facility in the same location
- .

B. Names of **historic places, events and cultural ideas** utilized for naming purposes shall be appropriate to the site and proposed use.

C. Names may include names of recognizable areas that aid in locating a facility, park, or open space.

D. Names may include references to site features, wildlife, or other natural ideas when site specific.

E. Guidelines for naming in honor of individuals, groups or organizations are as follows.

1. Individuals honored with a park or facility name (“Honoree”) **must** meet all of the following:

- Have resided or worked in Marathon County or the area which has become Marathon County for a minimum of ten (10) years; and
- If a former city or county employee, have been separated from City/County service for at least one year prior to application; and,
- Be highly esteemed in the community based upon character references and generally understood reputation in the community, and without criminal or legal judgments (including violations of environmental laws) which demonstrate poor character.

2. Honoree(s) **are recommended** to meet at least one of the following conditions:

- At least 10 years of civic service (must have made significant and exceptional meritorious contributions to the local parks or local community as a whole for recreation purposes).
- Contributed to the preservation of the City or County’s history or culture
- Contributed in a significant way to the acquisition, development or conveyance of land, buildings, and other amenities to the City or County.
- A major financial contribution (donation of at least 51% of the value of park land dedication).

If the Honoree is living, the naming is only subject to approval after a study has been completed relative to the individual’s background and qualifications pursuant to the criteria set forth above.

2. Groups or Organizations

- Groups, organizations, associations, companies, or businesses that have been instrumental in enabling the City or County to acquire sites either by donation of land or money or have donated the amount of land or money needed to complete development of a park, park facility or park amenity.
- Have a longstanding affiliation with the City/County of significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have:
 - i. Enhanced the quality of life and well-being of City/County residents
 - ii. Contributed to the preservation of the City/County’s history or culture.
 - iii. Made exemplary or meritorious contributions to the City/County or its residents.

Note: Meeting the guidelines does not guarantee that a name will be approved.

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Approving application for and administration of funds from the Safe Drinking Water Loan Program

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 16-0704

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, The Safe Drinking Water Act (SDWA) Amendments of 1996 were signed into law on August 6, 1996, part of which authorized the US Environmental Protection Agency (EPA) to establish the Drinking Water State Revolving Fund (DWSRF) Program to assist public water systems with financing the costs of infrastructure needed to achieve and maintain compliance with the requirements of the SWDA and to protect public health; and

WHEREAS, the SDWA requires each state to prepare an annual Intended Use Plan (IUP) that identifies the uses of the funds in the DWSRF and describe how those funds support the goals of the Act; and

WHEREAS, as part of the State of Wisconsin IUP, the Department of Natural Resources (DNR) and the Department of Administration (DOA) jointly administer the Safe Drinking Water Loan Program (SDWLP), and operate it as a direct loan program; and

WHEREAS, the issue of lead leaching into drinking water from older lead pipes and being released in scale during system repairs has received recent public attention and the best solution is to replace all pipes, joints, and fixtures that contain lead, including privately-owned service lines; yet this solution is costly for municipalities and homeowners alike; and

WHEREAS, in Wisconsin, municipalities are not allowed to incorporate the cost of privately-owned lead service line replacements into user rates; and

WHEREAS, the City of Wausau, as a local governmental unit, may receive financial assistance for lead service line (LSL) replacements on private property, which is a long-term program goal – to facilitate the replacement of all remaining lead service lines, in their entirety, in the State - through a principal forgiveness fund; and

WHEREAS, the City received \$368,000 in State Fiscal Year 2017, \$300,000 in State Fiscal Year 2018, and \$320,000 in State Fiscal Year 2021; and

WHEREAS, the current fund amount for approval and expenditure in State Fiscal Year 2022 available is \$32 million, and the City will be required to apply for a principal forgiveness loan on an annual basis in the fall; and

WHEREAS, the Wausau Water Works Commission, at its December 7, 2021, meeting, discussed the availability of DNR funding for this purpose.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the Director of Public Works and Utilities and the Water Operations Superintendent are hereby authorized and directed to do all things necessary to apply for and administer principal forgiveness funds through the SDWLP for lead service line replacement.

Approved:

Katie Rosenberg, Mayor



Minutes of December 7, 2021

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

Members Present: President Rosenberg, Commissioners Robinson, Herbst, Gehin, Force.
Others Present: Eric Lindman, Scott Boers, Valerie Swanborg, Dave Erickson, Ben Brooks, Ryan Dwelly, Tonia Westphal/Clark- Dietz, Diane Thoun/ Clark- Dietz, Via WebEx:
MaryAnne Groat

- 10) Discussion and Possible Action on Resolution Designating Director of Public Works & Utilities or Water Superintendent to Apply for Private LSL Replacement Funding.

Lindman presents that re-applying for the private Lead Service Line Replacement Funding for the fiscal year 2022 would be beneficial, requires a resolution of the City Council and is seeking approval to have authority for applying be delegated to the Director or Water Superintendent.

Robinson moved to approve the resolution designation and application for the private Lead Service Line Replacement Funding. Seconded by Herbst. Motion carried 5-0.

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

ORDINANCE OF PLAN COMMISSION	
Amending Section 23.01.23 Definitions, Section 23.02.04 Interpretation of zoning district boundaries, Section 23.03.28 Accessory land uses and structures, Section 23.10.21 Notice of public hearings, Section 23.10.22 Public meetings, Section 23.10.31 Zoning map amendment, Section 23.10.44 Planned unit development review and approval procedure.	
Committee Action: <i>Pending</i>	Ordinance Number:
Fiscal Impact:	
File Number: 19-1113	Date Introduced: December 14, 2021

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

Add ()
Delete ()

Section 1. That Section 23.01.23 Definitions is hereby amended to read as follows:

Section 23.01.23 Definitions.

...

Manufactured home: A one or two family home certified and labeled as a manufactured home under 42 USC 5401-5426 which when placed on the site is set on an enclosed foundation in accordance with Wis. Stats. § 70.043(1) and subchapters ~~III, IV, and V of chapter COMM 21~~ XI of SPS 321, Wis. Admin. Code, or a comparable foundation as approved by the local building services supervisor, is installed according to manufacturer's instructions, is properly connected to utilities, has asphalt shingles and a gable or hip roof, has insulated glass windows, has vinyl, aluminum or other quality siding, and is a minimum of 22 feet wide.

...

Section 2. That Section 23.02.04 Interpretation of zoning district boundaries is hereby amended to read as follows:

Section 23.02.04 Interpretation of zoning district boundaries.

...

(8) Land that is annexed into the City of Wausau shall be automatically zoned to the SR-2 Single Family Residential – 2 Zoning District unless a concurrent petition to zone the property to another zoning district is submitted, following the procedures in Section 23.10.31 of the City’s Zoning Ordinance.

Section 3. That Section 23.03.28 Accessory land uses and structures is hereby amended to read as follows:

Section 23.03.28 Accessory land uses and structures.

...

- (9) *Tourist rooming house:* Includes all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients. It does not include private boarding houses or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under ACTP 73.
- (a) *Permitted by right:* All zoning districts.
1. *Land use requirement.* Tourist rooming house shall only be located as an accessory land use within a residential land use as defined in section 23.03.06.
 2. ~~Annual City license required.~~ Each tourist rooming house shall operate only during the valid period of an Annual City of Wausau Tourist Rooming House License for each calendar year. Operating a tourist rooming house without a current version of a valid license shall be considered a violation of this Zoning Ordinance, and subject to the penalties of section 23.10.60. The following information shall be provided on an annual basis, prior to issuance of said Annual City of Wausau Tourist Rooming House License:
 - a. ~~Completed City of Wausau Tourist Rooming House Application, which includes the property owner name, address, and phone number; the designated operator's name, address, and phone number; the period of operation of up to 180 days in a calendar year, which can be split into two seasons (90 days);~~
 - b. ~~A current floor plan for the tourist rooming house at a minimum scale of one inch equals four feet, and site plan of the property at a minimum scale of one inch equals ten feet showing on-site parking spaces and trash storage areas;~~
 - c. ~~General Building Code inspection by City;~~
 - d. ~~Fire Code inspection by City;~~
 - e. ~~Proof of valid property and liability insurance for the dwelling unit;~~
 - f. ~~State of Wisconsin Tourist Rental House License;~~
 - g. ~~Seller's permit issued by the Wisconsin Department of Revenue;~~

- ~~h. — City of Wausau Room Tax Permit; and~~
- ~~i. — Payment of an administrative fee, set annually by the City Board, to cover the costs to the City administering the above.~~
- ~~j. — The City of Wausau Tourist Rooming House License shall be issued with the completion of the above requirements.~~
- ~~k. — Each tourist rooming house shall maintain the following written business record for each rental of the tourist rooming house: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of four consecutive days), and the monetary amount or consideration paid for the rental. The business record shall be kept intact and available by the designated operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.~~

32. *Property management requirements.* Each tourist rooming house shall be managed consistent with the following requirements:

- ~~a. — The total number of days of operation within any calendar year shall not exceed 180 days. This period of tourist rooming house operation shall be specified by the property owner in the required annual Wausau Tourist Rooming House Application.~~
- ~~b. The minimum rental period shall be a minimum of four consecutive days by any one party.~~
- ~~c. — The maximum rental period shall be no more than 180 consecutive days by any one party.~~
- da. Similar facilities in which residential land uses are available for less than four days, more than 180 days, or throughout the year, are a different land use that falls within the indoor commercial lodging and vacation rental home land use categories.
- eb. The maximum number of occupants shall not exceed the total number licensed by the State of Wisconsin or two per bedroom plus two additional occupants, whichever is less.
- fc. The tourist rooming house shall be operated by the property owner or by a property manager explicitly designated in the valid Wausau Tourist Rooming House Application as the "Designated Operator".
- ~~g. — The property owner's and the designated operator's names, addresses, and 24-hour phone numbers shall be provided in the City of Wausau Tourist Rooming House Application and shall be updated within 24 hours upon any change in the property manager or the property manager contact information.~~
- hd. The designated operator must reside within, or have their business located within, 25 miles of the tourist rooming house parcel.

- ~~i. The designated operator must be available by phone 24 hours, seven days a week, during the period of operation designated in the Wausau Tourist Rooming House Application.~~
 - ~~j. Each tourist rooming house shall provide and maintain a guest register and shall require all guests to register their true names and addresses before allowing occupancy. The guest register shall be kept intact and available by the designated operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.~~
 - ~~k. Each tourist rooming house shall maintain the following written business record for each rental of the tourist rooming house: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of four consecutive days), and the monetary amount or consideration paid for the rental. The business record shall be kept intact and available by the designated operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.~~
43. *Property operational requirements.* Each tourist rooming house shall be operated per the following requirements:
- ~~a. The "Requirements for Tourist Rooming House Guests" form provided by the City of Wausau to summarize City requirements for tourist rooming houses, and the site plan for the subject property clearly depicting guest parking spaces and the rear yard, shall be posted on the inside of the front door of each tourist rooming house throughout its period of operation.~~
 - ba. Parking requirements:
 - i. A minimum of two off-street parking spaces shall be provided on the subject property for each tourist rooming house. If the tourist rooming house provides three or more bedrooms, an additional on-site parking space is required for each additional bedroom over two.
 - ii. All guest parking for vehicles and trailers shall be within a parking space designated on the site plan, on an area paved with concrete or asphalt.
 - iii. All guest vehicles and trailers may only park on-site. ~~Street parking for guests is not permitted.~~
 - iv. No parking is permitted on gravel, lawn, or planter bed areas.
 - c. Site appearance requirements:
 - i. Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as a tourist rooming house visible on the exterior of the subject property.
 - ii. No exterior signage related to the tourist rooming house is permitted, other than the property address.

- iii. No outdoor storage related to the tourist rooming house land use is permitted, except for typical residential recreational equipment, seating, and outdoor cooking facilities which are permitted only within the rear yard.
- iv. No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.

d. ~~Neighborhood impact requirements:~~

- i. ~~No outdoor activity shall occur between the hours of 10:00 p.m. and 7:00 a.m.~~
- ii. ~~At all times, no noise, lighting, odor or other impacts from the subject property shall be detectable at the property line at levels exceeding the requirements of article VI of the Wausau Zoning Ordinance.~~
- iii. ~~No vehicular traffic shall be generated by the tourist rooming house at levels exceeding those typical for a detached single family dwelling unit.~~

e. ~~Tourist rooming house advertising:~~

- i. ~~No outdoor advertising is allowed on the subject property.~~
- ii. ~~The tourist rooming house shall not be advertised for availability in any form of media unless the required City of Wausau Tourist Rooming House License has been issued.~~

54. *Penalties and license revocation.*

- a. Violations of the requirements for tourist rooming houses, ~~the provisions of the tourist rooming house license,~~ and all other the requirements of the Zoning Ordinance are subject to separate daily fines per section 23.10.60. Violations will be issued to, and will be the responsibility of, the property owner.

...

Section 4. That Section 23.10.21 Notice of public hearings is hereby amended to read as follows:

Section 23.10.21 Notice of public hearings.

...

- (4) Notice of the public hearing shall be mailed to the last known address of all parties-in-interest before the hearing. Parties-in-interest shall be defined as the petitioner; the Clerk of any municipality whose boundaries are within 1,000 feet of any lands included in the petition; the owners of all lands included in the petition and all lands lying within 400 **200** feet of lands included in the petition; and the owner or operator of an airport lying within one mile of lands included in the petition. The failure to give any notice to

any property owner shall not invalidate the action taken by any of the aforementioned bodies.

Section 5. That Section 23.10.22 Public meetings is hereby amended to read as follows:

Section 23.10.22 Public meetings.

...

- (2) Where a public meeting is required, within 90 days of filing of a complete application, the applicant shall hold a public meeting to introduce and inform property owners within ~~400~~ 200 feet of the subject property of the proposal to solicit comments and address concerns. The City can supply a list of property owners to the applicant upon request.

...

- (f) Alternative to a Public Meeting. Instead of a public meeting, notification by mail introducing and informing property owners within ~~400~~ 200 feet of the subject property of the proposal may substitute for a public meeting, if deemed appropriate by the Zoning Administrator.

Section 6. That Section 23.10.31 Zoning map amendment is hereby amended to read as follows:

Section 23.10.31 Zoning map amendment.

...

- (5) *Public meeting.* If proposed development is expected to have significant impact on other properties, the Zoning Administrator and/or City Planner, may require a public meeting.

- (a) Where a public meeting is required, within 90 days of filing of a complete application, the applicant shall hold a public meeting to introduce and inform property owners within ~~400~~ 200 feet of the subject property of the proposal to solicit comments and address concerns. The City can supply a list of property owners to the applicant upon request.

...

6. Alternative to a Public Meeting. Instead of a public meeting, notification by mail introducing and informing property owners within ~~400~~ 200 feet of the subject property of the proposal may substitute for the public meeting, if deemed appropriate by the Zoning Administrator and/or City Planner.

...

- (8) *Review and action by the Common Council.*

...

- (c) If the Common Council wishes to make significant changes in the proposed amendment to the Official Zoning Map, the procedure set forth in Wis. Stats. § 62.23(7)(d) shall be followed prior to Common Council action. Any action to amend the Official Zoning Map requires a majority vote of the Common Council, except that in case of adverse recommendation by the Plan Commission or of a protest against such change signed and acknowledged by ~~the owners of 20 percent of the frontage proposed to be changed or the frontage immediately in the rear thereof or directly opposite thereto, such~~ **the owners of 20% or more of the land area:**

i. Included within the proposed amendment; or

ii. Immediately adjacent extending 100 feet from the proposed rezoning; or

iii. Directly opposite from the petitioner's extending 100 feet from the street frontage of such opposite land.

Such amendment shall not be passed, except by a three-fourths vote of all members of the Common Council. The Common Council's approval of the requested amendment shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed amendment.

...

Section 7. That Section 23.10.44 Planned unit development review and approval procedure is hereby amended to read as follows:

Section 23.10.44 Planned unit development review and approval procedure.

...

- (3) *Procedure for Planned Unit Development review.* The procedure for zoning to a Planned Unit Development (PUD) district shall follow the Zoning Map Amendment procedure included in section 23.10.31, except that the Planned Unit Development procedure shall be subject to the following additional requirements.

...

- (c) *Public meeting.* If proposed development is expected to have significant impact on other properties, the Zoning Administrator, may require a public meeting.
1. Where a public meeting is required, within 90 days of filing of a complete application, the applicant shall hold a public meeting to introduce and inform property owners within ~~100~~ **200** feet of the subject property of the proposal to solicit comments and address concerns. The City can supply a list of property owners to the applicant upon request.

...

- f. Alternate to Public Meeting. Instead of a public meeting, notification by mail introducing and informing property owners within ~~400~~ 200 feet of the subject property of the proposal may substitute for the public meeting, if deemed appropriate by the Zoning Administrator.

...

Section 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. 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:

Kaitlyn A. Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 16, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Brad Lenz, Brian Stahl, Sam Wessel, Ted Matkom, Frank Szendrey, Melissa Engen

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

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

PUBLIC HEARING: Discussion and possible action on amending Section 23.01.23 Definitions, Section 23.02.04 Interpretation of zoning district boundaries, Section 23.03.28 Accessory land uses and structures, Section 23.10.21 Notice of public hearings, Section 23.10.22 Public meetings, Section 23.10.31 Zoning map amendment and Section 23.10.44 Planned unit development review and approval procedure.

Hebert said went over the code changes with the committee. SR-2 zoning will be used for any property that is annexed into the city, which is the most restrictive zoning district. The tourist rooming house portion of the ordinance would be removed. Marathon County does require licenses and inspections for tourist rooming houses. Staff has not received any complaints, just inquiries. The change in the notice requirement is to reflect current practices.

Mayor Rosenberg closed the public hearing.

Bohlken motioned to amend Section 23.01.23 Definitions, Section 23.02.04 Interpretation of zoning district boundaries, Section 23.03.28 Accessory land uses and structures, Section 23.10.21 Notice of public hearings, Section 23.10.22 Public meetings, Section 23.10.31 Zoning map amendment and Section 23.10.44 Planned unit development review and approval procedure. Brueggeman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on December 14, 2021.



Memorandum

From: William Hebert, Zoning Administrator
To: Plan Commission
Date: October 28, 2021
Subject: Zoning Code Changes – Public Hearing Notification, Zoning of Annexed Land, Tourist Rooming House

Staff is recommending a few changes to the zoning code. In the current zoning code, it is not clear how land annexed to the city should be zoned. We are proposing that land annexed to the city should default to SR-2. SR-2 is our most restrictive single family zoning district. Owners could petition for a different zoning designation if that is desired.

We have proposed removing most of the requirements in a tourist rooming house (TRH). Tourist rooming houses, also known as short term rentals, are regulated by Marathon County. An initial inspection and permit application is required by Marathon County which enforces state regulations through the Department of Agriculture, Trade and Consumer protection. The county has permitted approximately 15 TRHs within the city. We have not received a complaint about any permitted TRH. Staff is proposing to remove the city permitting requirement along with several other limitations within this accessory land use. As it is currently written, we have dual layers of regulation and is viewed by most TRH owners as an unnecessary duplication of permits.

The plan commission recently discussed notification requirements for parcels that are petitioning for a zone change or conditional use. Staff has made proposed changes to reflect the long-standing practice of notifying property owners within a 200 foot radius of the petitioning parcel. Finally, we have proposed some minor changes to update references in the code.

We have a definition of a manufactured home that references COMM when it should be updated to SPS. This is just an update to reference the proper building code standard within the zoning code.

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

RESOLUTION OF THE COMMON COUNCIL

Approving City's Waiver of First Right of Refusal to Repurchase property at 715, 717, 719, 721 and 723 S. 72nd Avenue from Fong Family, LLC

Committee Action: Pending

Fiscal Impact: None

File Number: 21-1213

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Fong Family, LLC ("Fong") has received an offer to purchase the property at 715, 717, 719, 721 and 723 S. 72nd Avenue in the Wausau West Industrial Park from R3JAS3 LLC for \$1,938,000.00; and

WHEREAS, pursuant to recorded deed restrictions on the property, Fong seeks the City's consent to transfer the property and waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

WHEREAS, the City continues to have no said interest in repurchasing the named property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby consents to the transfer of the property to R3JAS3 LLC, waives its right to repurchase the property at 715, 717, 719, 721 and 723 S. 72nd Avenue on the same terms and conditions contained in the present offer.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the accepted Offer.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

MEMO

TO: Common Council

FROM: Anne Jacobson, City Attorney

RE: Waiver of Right of First Refusal to Repurchase Property at 715, 717, 719, 721 and 723 S. 72nd Avenue – Wausau West Industrial

DATE: December 10, 2021

Purpose

Fong Family, LLC ("Fong") has received an offer to purchase the property described above from R3JAS3 LLC for \$1,938,000.00, and pursuant to recorded deed restrictions, seeks the City's consent to this transfer and waiver of its right to exercise its option to repurchase the property.

Background

The City of Wausau sold land to Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992 on October 2, 1996. A set of Deed Restrictions were recorded with the deed. Among the restrictions was one that required the owner of the land wishing to convey it, to first offer it to the City for repurchase at a price reflecting the lesser of that offered by the prospective buyer or at the original sales price, plus interest, plus cost of improvements, less depreciation.

On May 15, 2008, the City received a letter from Roland R. McNutt, Jr. Revocable Trust dated January 1, 1992 indicating the property was going to be transferred to Fong Family LLC ("Fong"). On May 16, 2008, a deed was recorded for this transfer

On June 10, 2008, Council approved waiving its right to repurchase the property.

The City received a request on December 9 for a scheduled closing on December 9 from a realtor representing the Buyer, R3JAS3 LLC (Jason Amrani, representative), requesting a waiver of the right to repurchase the property. The City received the attached written request from the Seller that they will be selling the property and are requesting the City to consent to the transfer and waive its right to exercise its option to repurchase the property.

Recommendation

Approval.

Fong Family LLC
715 S 72nd Avenue
Wausau, WI 54401



December 8th 2021

Anne Jacobson, City Attorney
City of Wausau, WI
407 Grant Street
Wausau, WI 54403

Sent VIA Email and Registered Mail

RE: Request to Wausau to Provide a Resolution Waiving its option to purchase for 715 S 72nd Avenue in Wausau, WI (Parcel Number 29129073120982) contained in warranty deed recorded as document 1092609 and contained in warranty deed recorded as document 936877.

To Ms. Jacobson,

We are hereby requesting that the City of Wausau waive its option to purchase granted to it in 1990 and subsequent deed in 1996. Further, we are requesting that the City release the property from these deed restrictions. The improvements have been on this property for many years and the purpose of the restrictions has been accomplished. As these deed restrictions require waiver by resolution of the City, we are requesting such resolution. Please let me know if you need anything else in order to obtain such a resolution.

Sincerely,

Authentisign
John H. S. Rosemurgy
12/9/2021 5:06:31 PM CST
John H. S. Rosemurgy
Fong Family LLC

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) from Stettin Investors Group, LLP and termination of deed restriction requiring such waivers for future conveyances

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 01-0904

Date Introduced: October 12, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Stettin Investors Group, LLP ("Stettin") has received an offer to purchase the property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) in the Wausau West Industrial Park from Industrial Assets Partners II, LLC for \$17,500,000; and

WHEREAS, pursuant to recorded deed restrictions on the property, Stettin seeks the City's consent to transfer the property and waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

WHEREAS, given the significant improvements made to the land and the length of use of this property, Stettin requests that the City consider terminating its right to repurchase this particular piece of property in the future; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Economic Development Committee, at its October 5, 2021 meeting, considered the matter and recommends consenting to the transfer, waiving the right to repurchase the property on the terms and conditions contained in the present offer, and further, to terminate the deed restriction requiring waivers of the right to repurchase the property in the future.

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

that the City hereby consents to the transfer of the property to Industrial Assets Partners II, LLC, waives its right to repurchase the property at 500 N. 72nd Avenue and 7300 International Drive on the same terms and conditions contained in the present offer, and further terminates the deed restriction that requires waiver of its right to repurchase this property in the Wausau Business Campus.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the accepted Offer.

Approved:

Katie Rosenberg, Mayor

STAFF MEMO

TO: Mayor Katie Rosenberg
Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Approving Termination of recorded deed restrictions and recording revised restrictions

DATE: December 10, 2021

On October 12, 2021, the Council approved the City's Waiver of First Right of Refusal to Repurchase property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) from Stettin Investors Group, LLP, consented to the transfer of the property to Industrial Assets Partners II, LLC, and terminated the deed restriction requiring such waivers for future conveyances.

On December 7, 2021, Seller's counsel contacted me and indicated that the new buyer was raising objections to some deed restrictions. On December 9, I learned that the transfer approved on October 12, 2021, did not come to fruition.

The Seller now has an accepted offer to purchase from Jomela Valley Hill LLC and as they must close before year end, have scheduled closing for Dec. 21 or 22.

Since the City had already terminated the deed restriction requiring City consent to transfer the property on October 12, consent to transfer and waiver of the right to repurchase is not necessary.

The same land is involved, as shown on the attached map. It was originally five (5) parcels, which are now under one PIN and comprises approximately 30 acres. That is why you will see numerous amended and rerecorded deed restrictions as each parcel was transferred.

The buyers are now requesting that the attached revised Deed Restrictions be recorded against the entire parcel, which are identical to the set last recorded, with the following important exceptions – ***which are now proposed to be deleted from the Revised Deed Restrictions:***

#3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

#5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action. (terminated with October 12, 2021 action)

#17. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, ~~[provide for other and/or further covenants, regulations,~~

| ~~restrictions, and/or encumbrances to this land, or they may~~] exempt the land or any portion of the land from one or all of the above covenants regulations, or restrictions, and/or encumbrances.

In essence, the buyer objected to the need to get transfers approved; changes in use approved, as those are regulated by zoning ordinances; and have unknown unilateral restrictions placed upon the land in the future.

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this day of December, 2021 by the CITY OF WAUSAU (“City”) and consented to by STETTIN INVESTORS GROUP, LLP, a Wisconsin limited liability partnership (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated April 22, 1997, recorded April 23, 1997 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1100311 (“Deed Restriction 1”);

Recording Area

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated April 22, 1997, re-recorded February 1, 2002 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1265381 (“Deed Restriction 2”);

Name and Return Address

Stattin Investors Group, LLP
William Reif
707 Gray Place
Wausau, WI 54403

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated October 23, 2001, recorded December 5, 2001 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1257337 (“Deed Restriction 3”);

PIN: 291-2906-251-0972

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated October 23, 2001, re-recorded February 1, 2002 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1265382 (“Deed Restriction 4”);

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated October 15, 2015, recorded October 20, 2015 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1702078 (“Deed Restriction 5”);

WHEREAS, City is the beneficiary of certain deed restrictions contained in that certain Warranty Deed dated October 15, 2015, recorded October 20, 2015 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1702079 (“Deed Restriction 6”; Deed Restriction 1, Deed Restriction 2, Deed Restriction 3, Deed Restriction 4, Deed Restriction 5, Deed Restriction 6, and Waiver, collectively, the “Deed Restrictions”);

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

WHEREAS, Owner has received an offer to purchase the Property from Jomela Valley Hill LLC, a copy of which has been provided to the City, and Owner intends to transfer title to the Property to Jomela Valley Hill LLC or its assigns (“Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Deed Restrictions;

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

NOWHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of ROFR. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.
3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the "New Deed Restrictions"):
 - a. No building or driveway shall be constructed or created, nor shall any addition made to the exterior of a building be made until plans showing the nature and location on the site of the proposed improvements shall be approved in writing by the Economic Development Committee or its successor committee.
 - b. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the Owner to comply with the setback, parking and off-street loading provisions of the Zoning Code.
 - c. All leases or premises in such site shall provide for termination or other penalty, and conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or in time by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).
 - d. City shall retain possession to any and all of the black dirt and topsoil on the premises. Excess landfill material, other than black dirt and topsoil not wanted by Owner, shall be removed from the premises by the Owner without first offering the same to City, free of charge.
 - e. There shall be no on-site dumping of anything which City indicates shall not be dumped.
 - f. Owner shall submit to City plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.
 - g. All railroad service to Owner's property shall be subject to any agreements in effect between the Chicago and Northwestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and City. Railroad lead tracks may not be used for loading or unloading purposes.
 - h. The entire area between the building(s) of each site and the front of the property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and

shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in Section 3(f) above.

- i. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by City.
 - j. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from City.
 - k. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from City.
 - l. Prior to the construction of any buildings and improvements on the premises, the owner shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.
 - m. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
 - n. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the Property. Any prior restrictions, regulations, covenants, burdens, and/or encumbrances which affect the Property in favor of the City are hereby terminated and of no further force or effect.
 - o. The New Deed Restrictions shall be considered deed restrictions and the covenants, burdens, and restrictions shall run with the land in perpetuity and shall forever bind Owner, its successors, and assigns.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page]

Dated this ____ day of December, 2021.

CITY OF WAUSAU BY:

* Katie Rosenberg, Mayor

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2021.

* _____
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

* Kaitlyn Bernarde, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) ss.
MARATHON COUNTY)

Personally came before me this ____ day of
December, 2021, the above named Katie Rosenberg,
Mayor, and Kaitlyn Bernarde, Clerk of the City of
Wausau, to me known to be the persons who executed
the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

OWNER BY:

STETTIN INVESTORS GROUP, LLP

* _____

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2021.

* _____
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) ss.
MARATHON COUNTY)

Personally came before me this ____ day of
December, 2021, the above named _____ of
STETTIN INVESTORS GROUP, LLP, to me known
to be the persons who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

THIS INSTRUMENT DRAFTED BY
Anne L. Jacobson, City Attorney
for the City of Wausau
City Hall, Wausau, WI 54403

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 9543, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN ON APRIL 22, 1997, IN VOLUME 38 OF CERTIFIED SURVEY MAPS, PAGE 166, AS DOCUMENT NO. 1100144, BEING PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE SIX (6) EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN. EXCEPTING THEREFROM THE CERTIFIED SURVEY MAP NO. 12231 RECORDED ON FEBRUARY 06, 2002, IN VOLUME 52 OF CERTIFIED SURVEY MAPS, PAGE 119 AS DOCUMENT NO. 1265772.

ALSO:

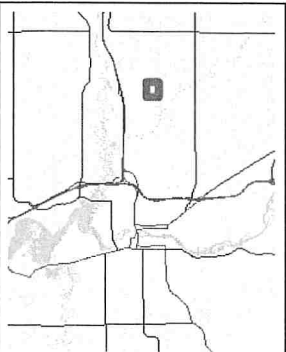
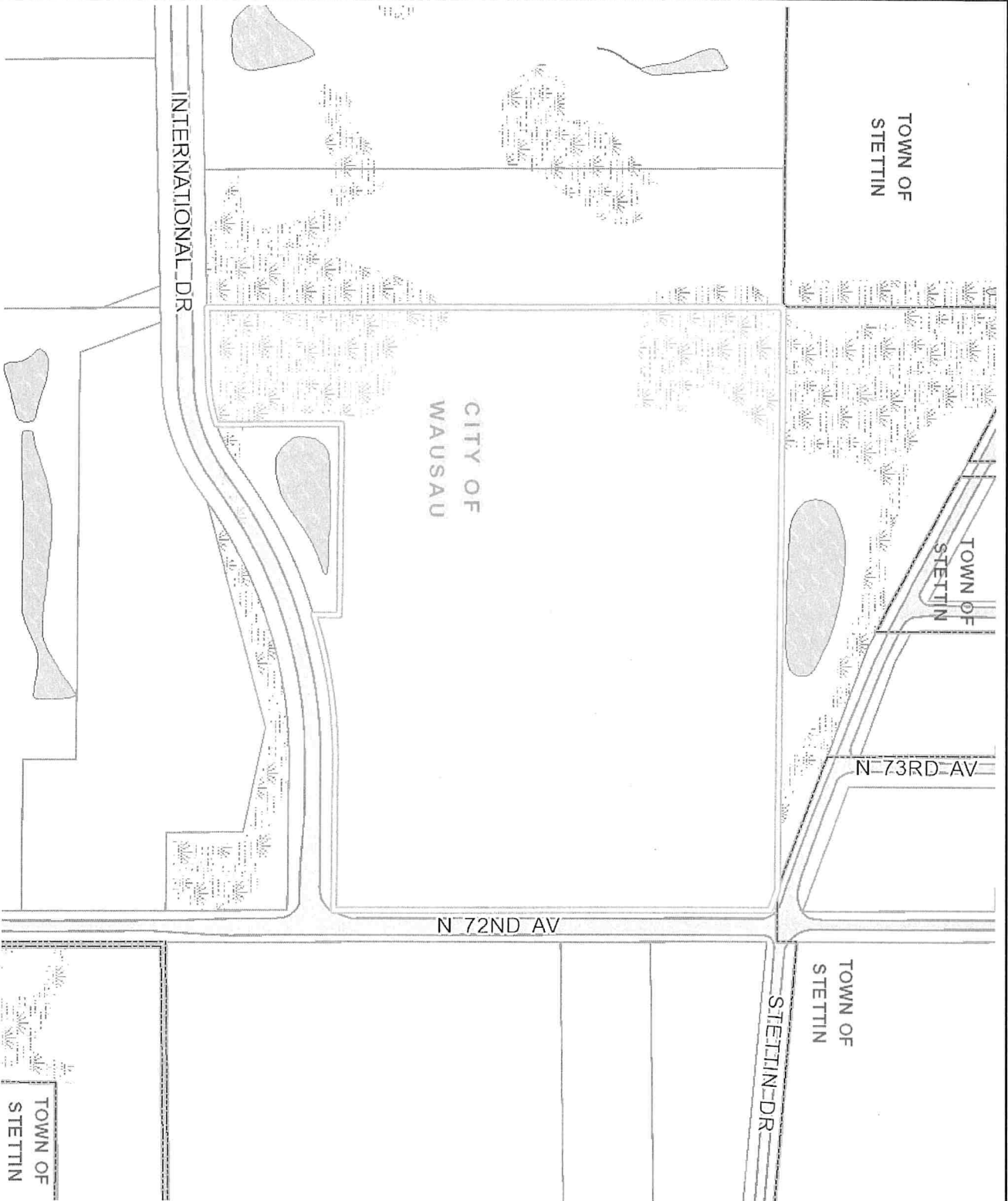
LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 12076, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN ON OCTOBER 11, 2001, IN VOLUME 51 OF CERTIFIED SURVEY MAPS, PAGE 164, AS DOCUMENT NO. 1250598, BEING PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE SIX (6) EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

ALSO:

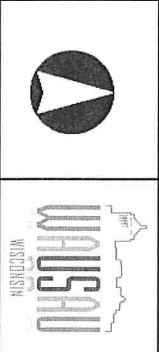
OUTLOT ONE (1) OF CERTIFIED SURVEY MAP NO. 12231, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN ON FEBRUARY 06, 2002, IN VOLUME 52 OF CERTIFIED SURVEY MAPS, PAGE 119, AS DOCUMENT NO. 1265772, BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9543, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE SIX (6) EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

ALSO:

LOT ONE (1) AND OUTLOT ONE (1) OF CERTIFIED SURVEY MAP NO. 17224, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MARATHON COUNTY, WISCONSIN ON OCTOBER 12, 2015, IN VOLUME 82 OF CERTIFIED SURVEY MAPS, PAGE 22, AS DOCUMENT NO. 1701486, BEING PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE SIX (6) EAST, IN THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



- Legend**
- ☐ Parcel
 - ☐ Railroad
 - ☐ Bridge
 - ☐ Overpass
 - ☐ Paved Road
 - ☐ Divided Highway
 - ☐ Right Of Way
 - ☐ Stream - River
 - ☐ Pond - Lake
 - ☐ Wausau Wetland
 - ☐ Swamp



Notes

Map Created: 12/10/2021

153.24 0 153.24 Feet

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

NAD_1983_HARN_WISCRS Marathon County_Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) from Stettin Investors Group, LLP and termination of deed restriction requiring such waivers for future conveyances

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 01-0904

Date Introduced: October 12, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Stettin Investors Group, LLP ("Stettin") has received an offer to purchase the property at 500 N. 72nd Avenue and 7300 International Drive (Eastbay) in the Wausau West Industrial Park from Industrial Assets Partners II, LLC for \$17,500,000; and

WHEREAS, pursuant to recorded deed restrictions on the property, Stettin seeks the City's consent to transfer the property and waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

WHEREAS, given the significant improvements made to the land and the length of use of this property, Stettin requests that the City consider terminating its right to repurchase this particular piece of property in the future; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Economic Development Committee, at its October 5, 2021 meeting, considered the matter and recommends consenting to the transfer, waiving the right to repurchase the property on the terms and conditions contained in the present offer, and further, to terminate the deed restriction requiring waivers of the right to repurchase the property in the future.

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

that the City hereby consents to the transfer of the property to Industrial Assets Partners II, LLC, waives its right to repurchase the property at 500 N. 72nd Avenue and 7300 International Drive on the same terms and conditions contained in the present offer, and further terminates the deed restriction that requires waiver of its right to repurchase this property in the Wausau Business Campus.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the accepted Offer.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE COMMON COUNCIL

Approving the hiring of special counsel and authorizing the City Attorney to hire and manage outside legal counsel engaged to advise the Ethics Board in the matter of the Complaint of William Harris against Alderperson Debra Ryan

Committee Action: *Pending*

Fiscal Impact: Unknown at this time

File Number: 21-1212

Date Introduced: December 14, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source Legal services are budgeted in the City Attorney and Insurance Fund
	One-time Costs:	Yes ☒ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☒	Amount:
	Grant Financed:	Yes ☐ No ☒	Amount:
	Debt Financed:	Yes ☐ No ☒	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Complainant William Harris filed with the City Clerk on December 7, 2021, a Complaint against Alderperson Debra Ryan, alleging a violation of the City's Code of Ethics for Public Officials; and

WHEREAS, Wausau Municipal Code 2.03.060(a) requires the board to accept from any individual, a verified complaint, in writing, signed and sworn to under oath, which states the name of any person alleged to have committed a violation of the chapter and forward to the accused, within ten (10) days, a copy of the complaint; and

WHEREAS, no investigation of the complaint may be commenced until it has been authorized by a majority vote of the board and the person who is the subject of the investigation has been notified of the investigation pursuant to WMC 20.03.060(c)(3); and

WHEREAS, WMC 2.03.040 provides that the City Attorney shall furnish the board whatever legal assistance is necessary and proper to carry out its functions. The board or the City Attorney may request the Common Council to authorize special counsel for the board. The board shall be furnished with whatever staff assistance is required to fulfill its duties.

WHEREAS, the City Attorney requests authorization to retain special counsel to advise the Ethics Board because the documentation filed suggests the potential for seeking information or testimony from the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby authorize the hiring of special counsel to advise the Ethics Board in the matter of the Complaint filed by William Harris against Alderperson Debra Ryan, and pursuant to the City's Procurement Policy, authorizes the City Attorney to engage Attorney Ted Waskowski, of Stafford Rosenbaum, Madison, Wisconsin.

Approved:

Katie Rosenberg, Mayor