



OFFICIAL NOTICE AND AGENDA **REVISED**

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **FINANCE COMMITTEE**

Date/Time: **Tuesday, January 12, 2021 at 5:15 PM**

Location: **City Hall (407 Grant Street) - Council Chambers**

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

AGENDA ITEMS

- 1 Approval of the minutes of previous meetings (12/08/20)
 - 2 Discussion and possible action approving development agreement with WOZ Inc.
 - 3 Discussion and possible action regarding budget modification to transfer funds to the Parking, Recycling and Airport Funds
 - 4 Discussion and possible action regarding funding and sole source procurement of the Wausau Policing Task Force public inquiry and decision making process consulting services from WIPPS
 - 5 Discussion and possible action on terminating Inspection Services Agreement with the Town of Stettin
 - 6 Discussion and possible action on terminating Inspection Services Agreement with the City of Schofield
 - 7 Discussion and possible action on terminating Inspection Services Agreement with the Village of Rothschild
 - 8 Discussion and possible action on terminating Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department
 - 9 Discussion and possible action on approving Towing Services Agreement with Joe Rader Towing LLC
 - 10 Discussion and Possible Action Reclassifying the Building Maintenance Coordinator Position to Facilities Manager
 - 11 Discussion and Possible Action Reclassifying the Business Development Specialist position as Economic Development Manager
 - 12 Discussion and Possible Action Addressing Pay Compression between Union and Non-Represented Supervisory Staff
- Adjourn

Lisa Rasmussen, Chairperson

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by **calling 1-408-418-9388**. The **Access Code is: 146 535 8736 Password: 3QkgKJ7sJ4T**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting 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 "Finance Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 1/08/21

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mary.goede@ci.wausau.wi.us

In accordance with the requirements of Title II of the Americans with Disabilities Act (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 City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Other Distribution: Media, (Alderpersons: Peckham, Neal, Gisselman, McElhaney, Herbst, Thao), *Mielke, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, December 8, 2020 @ 5:45 pm., Council Chambers

Members Present: *In Person:* Rasmussen (C), Martens, Herbst, Ryan; *By Webex:* Watson

Others Present: Kremer, Barteck, Barnes, Jacobson, Kujawa, Lindman, Rosenberg, Van Krey, Neal, Larson

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chair, Lisa Rasmussen.

Minutes of the previous meeting(s). (11/24/20)

Motion by Herbst, second by Martens to approve the minutes of the 11/24/20 meeting. Motion carried 5-0.

Discussion and possible action on Intergovernmental Humane Officer Services Agreement with Everest Metro Police Department

Martens stated they recently approved the contract with the Humane Society for impoundment of dogs for the City of Wausau. He questioned if Weston has their own agreement with the Humane Society for impoundment.

Deputy Chief Barnes explained the City of Wausau has two different contracts with the Humane Society, one is called the non-dog stray contract, which covers cats and any other animal that is defined as a stray. Everest Metro has backed out of this contract for the City of Schofield, Village and Town of Weston. He noted there still is a "Held for Cause" contract that applies to both jurisdictions. This provides that when we have to hold an animal as evidence or because of maltreatment in a case, it is held at the Humane Society under a different contract. The services we provide with our Humane Officer include the investigation of dog bites, mistreatment of animals and those are the services Everest Metro is seeking from us.

Motion by Ryan, second by Martens to approve the Intergovernmental Humane Officer Services Agreement with Everest Metro Police Department. Motion carried 5-0.

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

Motion by Ryan, second by Herbst to approve. Motion carried 5-0.

Discussion and possible action regarding the Police Department budget modification to transfer \$91,935 from 2020 personnel budget to fund emergency preparedness equipment and radios

Rasmussen stated Chief Bliven has decided to take the item pertaining to non-lethal riot control equipment separately through the Public Health & Safety and Finance Committees later this month and into January in order to allow for more committee and public discussion. The only items the Police Department will be making a request for at this time are the portable radios and guns, which will subtract \$36,000 from the ask.

Deputy Chief Barnes explained over the last five years PD transitioned from Tate radios, which they found not to be effective in this community, to Motorola radios via a recurring CIP request purchasing 10-20 radios each year. Due to some additional positions being added and possibly some miscalculations they ended up five short. He indicated five additional radios would provide every sworn member of the police department to carry the same Motorola radio. He stated PD is requesting \$18,935 to complete that project.

Barnes stated the second request is for \$37,000 to transition from .40 caliber Glock handguns to 9mm Glock handguns. He indicated they are bringing this forward now because the funds exist in their current budget year due to some Covid savings and open position savings. He noted because of the changes in Glock and their design as they move to the next generation of Glocks within the next three to five years, it won't be a case of a want, but rather a need. He explained the parts of his .40 caliber Glock handgun are interchangeable, including the magazines, with any other officer's Glock handgun but this will not be the case as they move to Generation 5 Glock.

Barnes noted each holster is at least \$100 and the new .40 caliber Glock will not fit in their current holsters, but a Glock 9mm will. The FBI and numerous other law enforcement agencies have done all of the scientific research and have determined that the 9mm not only is a gun that can be shot more accurately because of less recoil, but that the rounds made for it are as or more effective than the rounds we currently carry. Price of ammunition is also increasing January 1st. Barnes summarized knowing that the funds exist in this year's budget, they felt it prudent to

do this now rather than come back in a year through CIP. He stated doing this now before the end of the year saves the city significant money.

Ryan raised discussion regarding departments using leftover funds for other things due to unfilled positions. She did not feel those funds should remain as part of a specific department, but should go back into a collective fund to be considered by Council to prioritize how it is used. She was not comfortable programming anything that is personnel and fringes related and putting it into other miscellaneous categories.

Groat stated the city's budget policy speaks to personnel line item transfers and does not prohibit that activity, but it does require Finance Committee and Council approval. She felt this addressed that issue by requiring 2/3 vote of Council to approve a transfer. *Discussion continued.*

Motion by Martens, second by Watson to approve budget modification for the firearms and the portable radios. Motion carried 4-1. *(Ryan was the dissenting vote)*

Discussion and possible action regarding budget modification to show a change of purpose for the Fire Department CIP to use leftover funding for Laryngoscopes to purchase an additional ventilator.

Groat clarified based on our budget policy this does not need to go to Council because it is a change of purpose within the CIP budget and the Finance Committee is the authority.

Motion by Herbst, second by Martens to approve the budget modification change of purpose. Motion carried 4-1. *(Ryan was the dissenting vote)*

(Addendum) Discussion and possible action regarding sole source purchase of snow making machine and associated water booster system

Motion by Martens, second by Herbst to approve the sole source request. Motion carried 4-1. *(Ryan was the dissenting vote)*

Discussion and possible action on General Fund financial report

Groat stated revenues are holding their own, however, there are several areas that show somewhat of a negative outlook: licensing, because of the liquor and bartender licenses; fines & forfeitures; public charges for parks & recreation; and our interest on investments. She stated expenses were doing okay, but elections were significantly more expensive this year. She estimated approximately a \$600,000 profit.

Communications:

The second Finance Committee meeting scheduled for December 22nd is canceled.

Adjourn

Motion by Herbst, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:28 pm.

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Wausau Center Mall)**

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”), **GREATER WAUSAU PROSPERITY PARTNERSHIP, LTD.**, a Wisconsin non-stock corporation formerly known as Wausau Area Chamber Foundation, Inc., and organized under Chapter 181 of the Wisconsin statutes (“GWPP”), and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, GWPP is the sole owner of Developer; and

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the “Development Agreement”), with respect to Developer’s acquisition and development of the Mall Property as described in the Development Agreement; and

WHEREAS, on or about February 4, 2020, the parties closed on the sale of certain portions of, and interests in, the Mall Property to Developer in accordance with the terms of the Development Agreement; and

WHEREAS, as contemplated in the Development Agreement, Developer has presented a proposal to the City for the redevelopment of the Mall Property, which is attached hereto as **Exhibit A-1** (the “Redevelopment Plan”); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including (i) the demolition of: (a) the improvements located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0260 (the “Wausau Central Mall Parcel”); (b) the vacant Sears building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0270 (the “Sears Parcel”); and (c) the vacant J.C. Penney’s building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0280 (the “Penney’s Parcel”, and, together with the Wausau Central Mall Parcel and the Sears Parcel, the “Demolition Property”); and (ii) the renovation of the façade of the HOM Furniture building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0250 (the “HOM Parcel”) necessary because of the foregoing demolition work (collectively, the “Demolition Work”) which Demolition Work is more thoroughly described on that certain Scope of Work, dated October 6, 2020, provided by Developer to the City, attached hereto as **Exhibit A-2** (“Scope of Work”); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including the work necessary to renovate and enclose the parking ramps and all their associated improvements, located on the Parking Lot Parcels that must be completed in conjunction with and as a result of the foregoing Demolition Work (the “City Demolition and Reconstruction Work”), which City Demolition and Reconstruction Work is more thoroughly described in the Scope of Work; and

WHEREAS, Developer is working cooperatively to relocate certain tenants occupying the Mall Property (the “Tenant Relocation”); and

WHEREAS, the parties have agreed that certain portions of the Mall Property will be dedicated to the City for the extension of certain public streets and utilities by the City; and

WHEREAS, the parties desire to amend and supplement the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. Any term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement. As used in this Amendment, the following terms shall have the following meanings:

a. “Demolition Property” is defined in the Recitals above. For the sake of clarity, the Demolition Property does not include the HOM Parcel or the Parking Lot 1 Parcel or the Parking Lot 2 Parcel.

b. “Demolition Work Commencement Deadline” means a date reasonably established by Developer and anticipated to be in the second quarter of 2021, but not prior to the relocation from or vacation by all tenants of the Mall Property (other than HOM Furniture).

c. “Demolition Work Completion Deadline” means June 30, 2024.

d. “Minimum Assessed Value” means at least \$7,000,000.

e. “Demolition Work Plans” means final detailed plans and specifications for the Demolition Work as produced by Developer.

f. “Demolition Work Schedule” means the schedule established by Developer for completion of the Demolition Work, which is anticipated to occur in phases as outlined in the Scope of Work, with completion of the Demolition Work to occur no later than the Demolition Work Completion Deadline.

g. “Demolition Project Cost Breakdowns” means cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying

development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of the Demolition Work.

h. “Shortfall Payment Term” means the time period commencing on January 1, 2024 and ending December 31, 2031.

i. “Upfront TID Grant Amount” means an amount up to but not to exceed \$3,500,000.

j. “WDPW” means the Wausau Department of Public Works.

2. Amendments and Supplements to Development Agreement. The Development Agreement is hereby amended and supplemented by the following:

a. *Governing Board of Developer.* Section 2.e. of the Development Agreement is hereby deleted in its entirety.

b. *Release of Parking Lot Purchase Option.* The Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel shall be terminated as of the date the ROW Dedication (as defined herein) occurs, and upon such termination, Developer shall release any and all of its right, title and interest in and to the Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel.

c. *Demolition Work.* GWPP shall cause to be completed the Demolition Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, GWPP will cause to be delivered to WDPW copies of the Demolition Work Plans and Demolition Work Schedule for each such phase. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans and Demolition Work Schedule. For all purposes hereof, the representative of WDPW who shall receive such submissions is the then-current Director of WDPW (“WDPW Representative”). The City may change the WDPW Representative from time to time by providing written notice to Developer.

ii. Following awarding of contracts for each phase of the Demolition Work, GWPP shall cause to be delivered to WDPW a Demolition Project Cost Breakdown for such phase, along with any modifications to the Demolition Work Plans or Demolition Work Schedule that GWPP and Developer determine are necessary to comply with the Scope of Work and project variables that may not be known by the parties as of the Effective Date. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after such submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans, Demolition Work Schedule, and Demolition Project Cost Breakdown accordingly; provided, however, that the Demolition Work

completion date in the Demolition Work Schedule shall not be changed to later than the Demolition Work Completion Deadline without the approval of the City Council.

iii. The Demolition Work will be completed in a good and workmanlike manner and in accordance with the Demolition Work Plans.

iv. The Demolition Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the then applicable Demolition Work Schedule.

v. The Demolition Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

vi. Developer or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the Demolition Work for which they are responsible.

vii. Developer shall invite the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, to all contractor pre-construction and construction meetings held as part of the Demolition Work.

d. *Soil Management Plan.* Developer shall hire an environmental engineer (“Environmental Engineer”) to serve as a consultant to develop an environmental investigation and testing plan with respect to soils of the Mall Property during the Demolition Work (the “Soil Management Plan”). The Soil Management Plan must be approved by the City prior to implementation, which approval shall not be unreasonably withheld, conditioned or delayed. During the Demolition Work Developer shall provide the City Clerk with copies of all correspondence and investigatory reports provided by the Environmental Engineer. Developer shall deliver to the City Clerk all correspondence delivered to or received from the Wisconsin Department of Natural Resources with respect to the Mall Property.

e. *City Demolition and Reconstruction Work.* The City shall complete at its sole cost and expense the City Demolition and Reconstruction Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, City will deliver to Developer copies of such work plans and schedules as is reasonably necessary to undertake and complete the City Demolition and Reconstruction Work in a harmonious and complimentary fashion with the then-applicable phase of the Demolition Work (the “City Work Plans and Schedule”). Developer may

provide comments or suggestions on such deliveries to the WDPW Representative for a period of 15 days after each such submission and City shall take into consideration all such comments or suggestion and may revise the City Work Plans and Schedule accordingly.

ii. The City Demolition and Reconstruction Work will be completed in a good and workmanlike manner and in accordance with the City Work Plans and Schedule.

iii. The City Demolition and Reconstruction Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the City Work Plans and Schedule.

iv. The City will conform and comply with, and will cause the City Demolition and Reconstruction Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

v. The City or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the City Demolition and Reconstruction Work for which they are responsible.

vi. The City shall invite an authorized representative of the Developer or such individual's designated representatives to all contractor pre-construction and construction meetings held as part of the City Demolition and Reconstruction Work.

f. *TID Grant Termination.* The TID Grant as described in the Development Agreement is hereby terminated and the City shall have no further obligation with respect to the TID Grant.

g. *Upfront TID Grant.* From and after the Effective Date, the City shall provide GWPP with an "Upfront TID Grant" in the Upfront TID Grant Amount in accordance with the following procedures:

i. During the Demolition Work, Developer shall prepare and submit to GWPP applications for payment for such work during each prior calendar month GWPP will submit to the WDPW Representative (with copies to the City Clerk and City Finance Director), draw requests to pay for portions of the Demolition Work contemplated in the Scope of Work as completed through the date of such draw request, in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures

and forms; provided, however, that such draw requests may not include a separate architect certification. Each draw request shall include conditional lien waivers (conditioned upon payment only) for the work included in such request, and following the initial draw request, such subsequent draw requests shall also be accompanied by final lien waivers for work paid for by the previous draw request. Such draw requests may be submitted no more than one time per calendar month.

ii. Developer may retain from payment to any contractor or material supplier up to ten percent (10%) pending final completion of the Demolition Work, and, if so directed by GWPP, the City will retain such portions of each draw request until directed to disburse by GWPP. If reasonably requested by the City, Developer agrees to require such retainage.

iii. Developer shall provide the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, reasonable access to inspect the progress of the Demolition Work in order to determine whether the work included in draw requests has been completed to the reasonable satisfaction of the City. In the event the WDPW Representative (or designee, if applicable) reasonably determines has not been properly completed, the City shall provide Developer with written notice of the same and Developer and the City shall cooperate in good faith to resolve any such discrepancy.

iv. The City shall disburse to GWPP the portion of the Upfront TID Grant in the amount of each such draw request within thirty (30) days of delivery, subject to the retainage amount discussed above; provided, however, that the City may retain portions of such draw request that are for work that has not yet been completed to the reasonable satisfaction of the City.

v. At the City's election, the proceeds of the Upfront TID Grant may be disbursed through a title company pursuant to a disbursement agreement between the City, GWPP, and the title company (the "Disbursement Agreement"), which, to the extent the terms of the Disbursement Agreement conflict with the foregoing, the terms of the Disbursement Agreement shall control.

vi. The Developer understands and agrees that in the event that the Demolition Work is not completed by the Demolition Work Completion Deadline, further disbursements of the Upfront TID Grant shall be conditioned upon approval by the City Council. Absent such approval, the Upfront TID Grant Amount shall be reduced to the amount disbursed as of such date.

h. *Developer Dedication.* Within ninety (90) days of the completion of the Demolition Work in the areas where such streets will be reconstructed (the "ROW Dedication Deadline"), Developer shall convey by special warranty deed approximately 95,000 square feet of the Mall Property to the City for the purposes of dedicating such area to the public in order to extend the public streets, sidewalks, and utilities with

respect to 2nd Street, 3rd Street, Jackson Street, and Washington Street (the “ROW Dedication”). Developer and the WDPW shall cooperate to establish to the specific portions of the Mall Property (the “ROW Area”) that will be transferred to the City for the ROW Dedication, including, but not limited to allowing such survey work by the City as may be necessary to establish the boundaries of the ROW Area. Developer shall convey the ROW Area to the City by special warranty deed, free from any liens, on a date at or prior to the ROW Dedication Deadline as mutually agreed to by the City and Developer. Developer hereby agrees to cooperate with the City’s and the City’s title company’s reasonable requests to execute additional closing documentation to carry out the intent of this section.

i. *City Street Construction.* As soon as reasonably practical after the ROW Dedication, the City, at its sole cost and expense, shall design and construct extensions of the public streets, sidewalks, and utilities within the ROW Area in the manner contemplated in and consistent with the Redevelopment Plan. The City shall actively and continuously work on such projects until completion.

j. *Loan Amendment.* Effective as of the date the ROW Dedication occurs, the Development Agreement and the Note shall be amended to provide that: (i) the outstanding principal amount of the Loan shall be reduced to \$660,000; (ii) the maturity date of the Loan shall be the first day of July in the sixth calendar year following the calendar year in which the ROW Dedication occurred; and (iii) Developer shall repay the Loan in six (6) equal annual payments in the amount of \$110,000.00, beginning on the first day of July of the calendar year immediately following the calendar year in which the ROW Dedication occurred. As of the Effective Date, the Loan shall no longer be forgivable by the City in the fashion contemplated in the Development Agreement and any reference in the Development Agreement and the Note to such forgiveness of the Loan, including, but not limited to, Sections 3.b.ii and 4.e. of the Development Agreement, are hereby deleted.

k. *Real Estate Assessment; Shortfall Payments.*

i. During any calendar year during the Shortfall Payment Term, if the sum of the equalized assessed values for all parcels that comprise the Mall Property, as well as the Sears Parcel and Penney’s Parcel (the “Assessment Property”), as reflected in the records of the assessor for the City of Wausau is less than the Minimum Assessed Value, Developer agrees to pay to the City an amount equal to the difference between the amount of property tax which would have been due for such calendar year had the Assessment Property been assessed at the Minimum Assessed Value and the actual assessed value thereof for such calendar year (the “Shortfall Payment”). Any Shortfall Payment will be due and payable in full to the City at the same time as other real estate taxes are due in the City for such calendar year, even if such due date falls after the end of the Shortfall Payment Term. By way of example, if a shortfall exists because of a shortfall in the assessed values of the Assessment Property as of January 1, 2024, then the Shortfall Payment shall be due at the same time as the property taxes

are due for calendar year 2024. In the event a Shortfall Exception (as defined herein) exists and reduces the cumulative equalized assessed values for the Assessment Property, then the Shortfall Payment shall be reduced to the extent the Shortfall Payment was caused by such Shortfall Exception.

ii. A “Shortfall Exception” shall mean any one or more of the following:

1. A breach of the Development Agreement, as amended hereby, by the City.
2. Any loss or damage to any portion of the Assessment Property as a result of acts of God, war, government regulations, orders, or advisories, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, infectious disease; travel warnings or prohibitions, including governmental, corporate, or employer warnings or prohibitions, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal, impossible, or commercially impracticable to perform its obligations under this Agreement.
3. A failure by the City to fully disburse the Upfront TID Grant pursuant to the terms and conditions herein.

iii. Developer understands and agrees that this provision shall not in any way bind the City assessor in his/her assessment and appraisal of the Mall Property and that the City assessor will arrive at an Assessed Value of the Mall Property based solely on his/her reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair Developer’s rights to appeal an assessment in excess of the Minimum Assessed Value.

iv. In the event Developer fails to timely make a Shortfall Payment in full, the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon such notice, Developer shall have thirty (30) days to make the Shortfall Payment. If Developer fails to make the Shortfall Payment after such 30-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Marathon Circuit Court, for the amount of the Shortfall Payment (or such lesser amount if a partial payment was made). The City then shall have the express right to seek execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event Developer fails to timely make a Shortfall Payment in full, to attach a lien in the amount of such Shortfall Payment (or such lesser amount if a partial payment was made) to the Mall Property, which lien shall run with the land, and the

City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

3. *Conditions to Disbursement of the Upfront TID Grant.* The obligations of the City under this Amendment to disburse each installment of the Upfront TID Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Amendment or the Development Agreement.

ii. Developer shall have provided the WDPW with a list of all contractors and material suppliers employed in connection with the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay.

iii. Developer shall have submitted an executed copy of each construction contract or material supply contract for the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay to the WDPW Representative, with a copy to the City Clerk.

iv. Developer shall have provided the WDPW with such other supporting documents reasonably acceptable to the WDPW as are customary for a construction draw request in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures and forms.

4. Miscellaneous.

a. Notices to GWPP. Any notice given to Developer pursuant to the terms of the Development Agreement shall be deemed to have been simultaneously provided to GWPP.

b. No Other Amendments. Except as amended hereby, the Development Agreement is not otherwise amended and remains in full force and effect.

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Amendment, and no party shall seek or claim any such personal liability.

d. Severability. If any covenant, condition, provision, term or agreement of this Amendment is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Amendment will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

e. Captions and Interpretation. The captions of the articles and sections of this Amendment are to assist the parties in reading this Amendment and are not a part of the terms of this Amendment. Whenever required by the context of this Amendment, the singular includes the plural and the plural includes the singular.

f. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first printed above.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: _____
Name: _____
Title: _____

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Name: Leslie M. Kremer, Clerk

QB\940025.00063\66282830.5
DRAFT 01/08/21

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for the Recycling, Parking and Airport Fund

Committee Action: Approved

Fiscal Impact: \$375,000

File Number: 19-1109

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: General Fund Transfer</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$375,000</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Recycling Fund was established to account for the curbside recycling collection, yard waste site operations and leaf collection, and

WHEREAS, the Airport fund was established to account for the Wausau Airport operations; and

WHEREAS, the Parking Fund was established to account for Parking operations for the City, and

WHEREAS, the preliminary 2020 financial results reveal that these funds operated at a deficit in 2020; and a fund transfer and budget modification is warranted to eliminate the deficit; and

WHEREAS, the General Fund preliminary financial results indicate the General Fund will ample surplus to fund these projected deficits; and

WHEREAS, your Finance Committee has reviewed and recommends the following fund transfer and budget modification from the General Fund to the Parking Fund, Recycling Fund and Airport Fund.

GENERAL FUND TRANSFER TO:	PARKING FUND	\$250,000
GENERAL FUND TRANSFER TO:	RECYCLING FUND	\$100,000
GENERAL FUND TRANSFER TO:	AIRPORT FUND	\$25,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the 2020 budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Katie Rosenberg, Mayor

PARKING UTILITY FUND

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
910 - PERSONAL SERVICE	413,619	272,983	272,268	715
920 - CONTRACTUAL SERVICES	555,427	442,275	391,662	50,613
930 - SUPPLIES & EXPENSE	94,394	41,700	48,082	(6,382)
940 - BUILDING MATERIALS	3,121	5,900	704	5,196
950 - FIXED CHARGES	135,165	128,000	130,346	(2,346)
970 - GRANTS, CONTRIBUTIONS & OTHER	3,853	-	-	
980 - CAPITAL OUTLAY	-	25,000	-	
TOTAL EXPENSE	1,205,579	915,858	843,062	72,795
840 - GENERAL PROPERTY TAXES	50,000	105,108	105,108	-
844 - FINES & FORFEITURES	220,017	235,000	165,296	(69,704)
845 - PUBLIC CHARGES FOR SERVICES	756,749	564,250	395,073	(169,177)
848 - MISCELLANEOUS REVENUE	361	1,500	2,240	740
849 - OTHER FINANCING SOURCES	200,000	-	-	
TOTAL REVENUE	1,227,128	905,858	667,717	(238,141)
PROFIT/LOSS	21,548	(10,000)	(175,345)	(165,345)

RECYCLING PROGRAM

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
PERSONAL SERVICE	115,173	117,202	141,064	(23,862)
MOTOR POOL	208,746	125,000	260,684	(135,684)
CONTRACTUAL SERVICES	433,863	442,260	401,256	41,004
SUPPLIES & EXPENSE	9,194	16,645	9,206	7,439
FIXED CHARGES	9,000	10,500	14,812	(4,312)
TOTAL EXPENSES	<u>775,976</u>	<u>711,607</u>	<u>827,022</u>	<u>(115,415)</u>
GENERAL PROPERTY TAXES	562,744	564,007	564,007	-
INTERGOVERNMENTAL GRANTS & AID	147,177	147,000	147,100	100
MISCELLANEOUS REVENUE	936	600	300	(300)
OTHER FINANCING SOURCES	65,000	-	25,000	25,000
TOTAL REVENUES	<u>775,856</u>	<u>711,607</u>	<u>736,407</u>	<u>24,800</u>
PROFIT (LOSS)	(120)	(0)	(90,615)	(90,615)

AIRPORT FUND

	2019 Actuals	2020 Modified Budget	2020 Actuals	2020 Budget Variance
PERSONAL SERVICE	22,265	35,216	23,969	11,247
CONTRACTUAL SERVICES	245,062	235,620	240,126	(4,506)
SUPPLIES & EXPENSE	19,362	14,625	22,913	(8,288)
FIXED CHARGES	16,101	15,990	15,884	106
TOTAL EXPENSES	302,790	301,451	302,892	(1,442)
GENERAL PROPERTY TAXES	101,000	125,000	125,000	-
PUBLIC CHARGES FOR SERVICES	23,906	32,000	24,759	(7,241)
MISCELLANEOUS REVENUE	128,551	126,000	134,634	8,634
OTHER FINANCING SOURCES	50,000	-	-	
TOTAL REVENUES	303,457	283,000	284,393	1,393
PROFIT/(LOSS)	667	(18,451)	(18,500)	2,834

Prepared By: Eric Giordano, Executive Director, WIPPS

Project Lead: Eric Giordano, Executive Director, WIPPS

Listening Sessions/Information Gathering

Assumptions:

Hold 6 virtual listening sessions (including 1 Hmong/1 Spanish)

Design & upload online questionnaire via Qualtrics platform

Listening session transcriptions

Collate, analyze, and write up results for listening sessions and online questionnaire

Marketing/communication blitz of listening sessions

Executive-summary type report and presentation

Item: Organization and Discovery	No./Hrs.	Cost
Weekly project management meetings (average 1 hr/week @ \$125/hr x 2 persons x 8 weeks)	16	\$ 2,000
WIPPS administration, payroll, coordination, communications (8 hrs @ \$30/hr)	8	\$ 240
		\$ 2,240
Item: Listening Sessions (x6)	No./Hr.	Cost
Develop questions (2 hrs @ \$125/hr)	2	\$ 250
Listening session facilitation/notetaking (2 hrs @ \$125/hr x 6 sessions)	12	\$ 1,500
Listening session notetaking (1.5 hrs @ \$125/hr x 6 sessions)	9	\$ 1,125
Hmong translation (6 hours @ \$40/hr)	6	\$ 240
Spanish translation (6 hours @ \$40/hr)	6	\$ 240
Transcription/notes (5 hrs @ \$30/hr x 5 sessions)	25	\$ 750
		\$ 4,105
Item: Marketing	No./Hr.	Cost
Flyer/Ad design (10 hrs @ \$30/hr)	10	\$ 300
Ads: City Pages/Facebook/Other		\$ 1,000
Social Media Messaging (10 hrs @ \$30/hr)	10	\$ 300
		\$ 1,600
Item: Analysis, Summary, and Dissemination of Findings	No./Hr.	Cost
Online Questionnaire tech support (10 hrs @ \$15/hr)	10	\$ 150
Set up and management of document of drop boxes (10 hrs @ \$15/hr)	10	\$ 150
Analysis of information and write-up (14 hrs @ \$125/hr)	14	\$ 1,750
		\$ 2,050
		\$ 9,995

Wausau Policing Task Force

PUBLIC INQUIRY AND DECISION-MAKING PROCESS

DRAFT (10/27/2020) Proposal Submitted by



I. PURPOSE

This purpose of this proposal is to suggest a **two-phased public inquiry and decision-making process** to support the Wausau Policing Task Force’s mission to “provide community-led safety recommendations to the public, the Wausau City Council, and the Wausau Police Department about how best to protect the human health, safety, and general welfare of Wausau residents and visitors who come into contact with the law enforcement system.” The proposal is based on several specific goals designed to meet Task Force needs:

1. Transparently gather information to “take the temperature” of the Wausau community regarding their attitudes towards local law enforcement and the current practice of policing in our community.
2. Provide inclusive opportunities to engage local public voices—particularly from underrepresented populations—to share their perceptions regarding policing goals, tactics and overall confidence in local law enforcement.
3. Specifically examine the potential existence and consequences of systemic racism within our public safety institutions and law enforcement procedures.
4. Understand and highlight areas of success of current policing practices as well as areas of concern and potential gaps in procedurally just policing.
5. Educate the public about the value of local law enforcement as a taxpayer-funded provider of essential community services.
6. Engage in a process that builds and (where necessary) begins to restore trust and confidence in local law enforcement.
7. Provide adequate information to the Task Force to assist them in generating recommendations for policy changes where warranted.

II. RATIONALE

As is well documented, we are at a particularly delicate moment in the ongoing relationship between law enforcement and the public in our state and nation. Trust is a necessary foundation for any effective interaction between government and the governed, between decision-makers and stakeholders, as well as the bedrock of legitimacy of our laws and law enforcement

institutions.¹ A meta-analysis of more than 16,000 studies of community engagement processes found that some forms of community engagement/public interaction, however well-intentioned, can inadvertently erode public trust rather than build it. The Justice Collaboratory at Yale University has found that “if decision-makers provide community members with opportunities to speak but have no intention of following their input, such a false opportunity for voice can undermine trust.” As a result, this proposal is informed and structured by the following statement:

Any research project undertaken under the auspices of the Policing Task Force that publicly engages residents of Wausau around questions of law enforcement will necessarily awaken an expectation that resident voices will inform local law enforcement policy and programming in the future.

In this light, this proposal endorses and supports the Task Force’s stated goal to “[p]articipate in community engagement activities and dialogues about policing, human service needs, and systemic racism.” The two phases of this proposal outline a broadly inclusive, evidence-based public engagement process that will encourage the Task Force to:

1. Involve community participants early in the inquiry phase of the process and to maintain involvement throughout the decision-making process.
2. Communicate clearly and transparently about research goals and be open and realistic about what can/cannot be achieved and how long delivery may take.
3. Provide training and support for community members to participate effectively.
4. Offer community participants a voice in managing the “rules” and processes of participation.
5. Trust the process of public involvement and be prepared to relinquish some control to community members.
6. Integrate a way to monitor and evaluate the process of joint decision-making throughout the process.
7. Create recommendations based on public input and consultation, and deliver action plans.

WIPPS Research Partners understands that resource and time challenges may impact the city’s ability to create a comprehensive public engagement process. For this reason, we provide a “menu” of public inquiry and decision-making processes. Your choices will have a significant impact on the goals, assumptions, design, messaging, and deliverables outlined in this proposal.

Nevertheless, given the general evidence-based principles and best practices of community engagement mentioned above, we recommend that you:

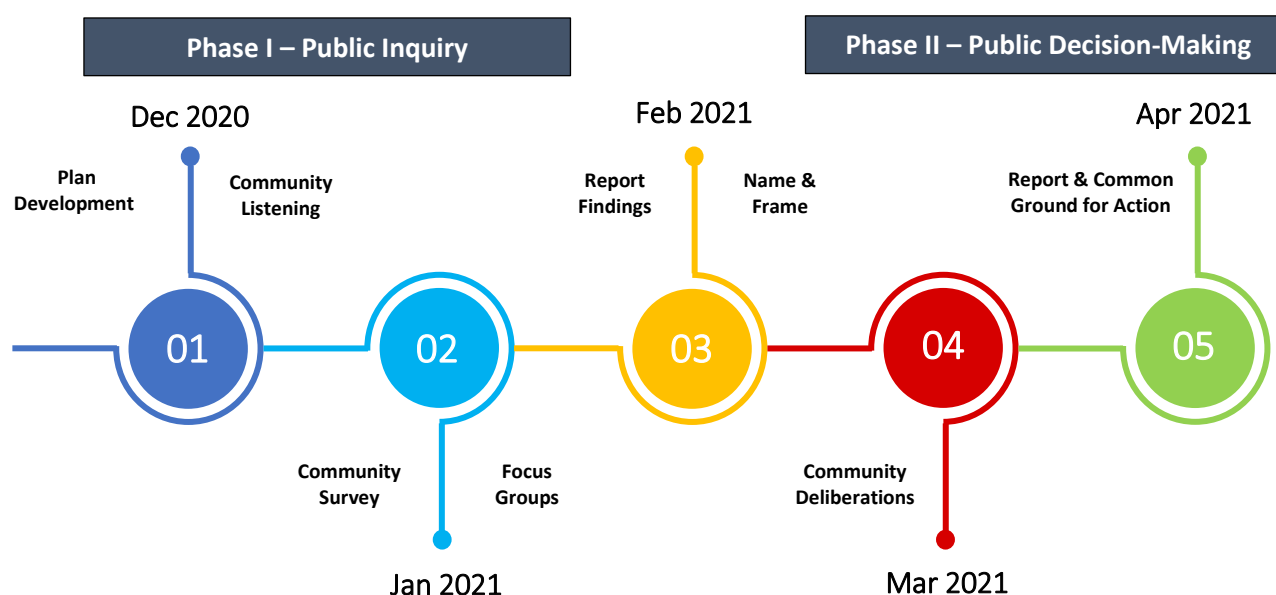
- Prioritize involvement of underrepresented residents who have high stakes and significant interaction with Wausau law enforcement including communities of color and individuals with low socioeconomic status, substance addictions, and mental illness, among others.
- Direct available resources toward the activities most needed to ensure robust and sustained participation of these “key groups.”

¹ See, for example, Megan Quattlebaum, Tracey Meares, Tom Tyler, et al. *Principles of Procedurally Just Policing*, The Justice Collaboratory, Yale University, January 2018.

- Focus resources and energy to tease out the nuances of the public’s disposition to accept the various elements/recommendations of procedurally just policing and evidence-based measures that work toward prevention, rather than engaging in a more superficial analysis of whether the public approves/disapproves of law enforcement as it is.

III. A TWO-PHASED PROPOSAL

Due to the complexity of the Task Force’s mission and goals, and the critical importance of gathering additional information before determining next steps, we propose a two-phased approach: 1) A “Public Inquiry” Phase and a “Public Decision-Making” Phase. Each phase will consist of specific and logical steps designed to achieve the stated goals in this proposal.



A. Phase I – Public Inquiry

The purpose of this phase is to provide maximum opportunity for members of the community to express their concerns and ideas related to public safety, procedurally just policing, and systemic racism based on their current perceptions, attitudes, and lived experiences. This process includes incorporating multiple methods of sharing input such as public listening sessions, either in-person or virtual depending on COVID-19 concerns (including an accompanying open-ended questionnaire); a representative community survey; and in-depth focus groups focusing on targeted sub-groups. Information obtained from one or more of these processes can be used by the Task Force in the next phase to name, frame, and deliberate concrete recommendations for policy and procedural changes as needed (see Section IV below for more detail).

B. Phase II – Decision-Making

With significant information in hand from the Public Inquiry Phase, the Task Force may choose to move into a Public Decision-Making Phase. Phase II of this proposal is based on a deliberative inquiry model, the purpose of which is to provide a holistic citizen-centered dialogue process that allows community participation in decision-making. Our choice of a deliberative dialogue approach is predicated on the likelihood that Phase I will produce outcomes that identify multiple concerns and potential action steps that are varied and present multiple potential tradeoffs. In other words, this proposal presumes that the issue of policing policy and procedural reforms is a complex topic that will require greater deliberation by the community.

However, because the results of Phase I are not knowable beforehand, the steps outlined in Phase II are a placeholder based on a best approximation of what might occur. Until the task Force can process the relevant information from the Phase I, it is unclear exactly how Phase II should be operationalized. For instance, if the information received during the Public Inquiry Phase points to a clear set of concerns and a consensus about what to do to address these concerns, the decision-making phase may be fairly swift and straightforward. If, however, the Public Inquiry Phase uncovers complex tensions and tradeoffs, additional public consultation and a more deliberative approach to decision-making may be warranted. For this reason, the proposed elements of Phase II are less certain and should be considered as general suggestions that are subject to adaptation and revision depending on needs.

C. Adapting to Needs

In addition, while the steps in this two-phased process are logical, coherent, and rooted in evidence-based practice, they are not all necessarily required or feasible. For instance, limited resources may affect the city's ability to carry them out as envisioned in this proposal. Each step in the two phases, therefore, must be considered and weighed in terms of its value added relative to the cost. For example, after weighing the tradeoffs, the city may decide to conduct a survey OR focus groups rather than both.

In addition, as mentioned previously, the steps outlined in Phase II are conditional on the outcomes of Phase I. In other words, it is reasonable to conjecture that the Public Decision-Making Phase may need to be adapted depending on the outcomes of the Public Inquiry Phase. For this reason, the recommended steps and cost estimates should be viewed as possibilities—even a “menu”—from which the city may choose to carry out specific steps or not depending on needs and affordability.

WIPPS is committed to working closely and transparently with the city to review options and tradeoffs of the outlined steps, and assist in finding the right balance between goals, work steps, costs, and outcomes.

PHASE I - PUBLIC INQUIRY

I. PUBLIC INQUIRY – COMMUNITY LISTENING SESSIONS

A. Purpose

Public listening sessions combined with an open-ended online questionnaire are designed to accomplish several broad purposes:

1. Provide a clear, transparent, and inclusive mechanism to allow the public to share their views on public safety, procedurally just policing, and systemic racism in their own words and with as few constraints as possible.
2. Gather information and trends regarding positive and negative aspects of these topics, and surface important ideas that can inform the topics of inquiry and design of a public survey and focus group instruments.
3. Reveal underlying tensions among viewpoints and potential policies that can be used to begin naming and framing related issue(s) if warranted.
4. Send a clear signal to the community that the process is transparent and meaningfully inclusive, and that the Task Force is serious about accepting public input.
5. Recruit individuals, particularly those from key groups (see below), who are willing to continue to participate in Phase II of the public decision-making process.
6. Serve as a *first* step in a longer process to build or restore public trust and confidence in local law enforcement. Public trust and confidence is predicated on carrying out well-designed listening sessions that are effectively structured, facilitated, resourced, and authentically populated with diverse voices.

B. Justification

1. Supports notion that power is held jointly by all residents and stakeholders.
2. Allows active involvement of all residents by maximizing opportunities to participate.
3. Acknowledges and tackles barriers to full access to all stakeholders, including people with diverse income, education, gender, ethnicity, age, illness, language, disability, and caring responsibilities.
4. Empowers the community to share lived experiences and have voice in the implementation of new policies/decisions.
5. Strengthens public trust in community leadership and enhances the public's sense that policies are legitimate.

C. Approach/Methods

1. Organize and convene approximately 10 public listening sessions across the city and/or via a virtual format. Groups will be organized into general public listening sessions as well as unique sessions focusing on stratified groups based on an assessment of key stakeholders.
2. Partner with the Marathon County Public Library, The Neighbor's Place, ADRC, Hmong American Center, churches, Judicare, Marathon County Jail, businesses and other relevant organizations to appropriately reach out, communicate, and disseminate information

about the listening sessions with particular attention to targeted demographic subgroups. Examples may include, but are not limited to:

- a. Hmong residents
 - b. Hispanic residents
 - c. African American residents
 - d. Juveniles/youth
 - e. Residents in recovery
 - f. Formerly incarcerated and paroled individuals
 - g. Police officers and staff
 - h. Low income residents
3. Provide community participants a voice in creating the “rules” and processes of participation.
 4. Clearly articulate the goals, process and expectations regarding how public input will be used and incorporated in the work and outcomes of the Task Force.
 5. Provide appropriate structures, resources and venues to allow accessibility for working parents, caregivers, people with limited internet access, varying-abled residents, non-English speakers, individuals with conviction histories or who are on parole, and others.
 6. Use an online supplemental open-ended questionnaire to allow alternative participation options to ensure greater anonymity for those who desire it.
 7. Collate, analyze, and write up results of listening sessions and online questionnaire responses.
 8. Use the process to identify people who are willing to participate in more in-depth focus groups and assist in reviewing data, analyzing results, and applying data decision.
 9. NOTE: The purpose and outcomes of listening sessions and online feedback questionnaires are qualitatively and quantitatively different from both a community survey and focus group process. Please see each of those sections below to understand the unique purpose and outcomes of each.

D. Estimated Costs

The costs to hold listening sessions, collect and collate data and provide an interim report of that data will vary considerably depending on several factors. Outlined below are several tasks with approximate costs for WIPPS involvement:

Listening/Online Questionnaire	Cost Estimate
Design listening session and online questionnaires	\$200
Upload and manage online questionnaire	\$200
Organize, convene, and facilitate sessions (face-to-face or online) x 8 to 10 sessions	\$4,000
Transcribe listening sessions	\$600
Collate, analyze, and write up results for listening sessions and online questionnaire	\$2,000
Project management (build partnerships, manage comms and meetings, ensure workflow, etc.)	\$2,000
TOTAL	\$8,000

E. Other Costs/Resources

The costs above do not include additional resources which may be needed, but which could potentially be offered by the city or partnering organizations through in-kind support, such as:

1. Advertising and disseminating information about listening sessions and online questionnaire.
2. Resources to assist low-income and other vulnerable populations to allow transportation to/from in-person session (if necessary); access to the internet for virtual listening sessions and/or online feedback; and other support to necessary to encourage participation.

II. PUBLIC INQUIRY – COMMUNITY PERCEPTIONS SURVEY

A. Purpose

1. A survey can help take the "community's temperature" around policing and specific topics of interest to the Wausau Police Task Force. However, defining the specific purpose of a survey is essential, as the purpose guides what questions will be asked, who will be asked to complete the survey, and how the survey will be administered. In other words, it is important to understand *why* a survey is being done and *how* the information will be used.
2. There are several relevant considerations regarding the purpose of the survey. WIPPS Research Partners would work with the Wausau Policing Task Force and citizen advisors to think through the purpose:
 - a. Is the goal of the survey to understand the community's perceptions of the Wausau Police Department and to assess the general public/community's attitude towards the police?
 - How is the "community" defined? Is it residents of the city of Wausau only or the Wausau metro area? Is it the general public or only "key" groups with more frequent/higher-stakes involvement with law enforcement?
 - b. Is it to identify attitudes and perceptions specifically among those who have had encounters with police over the past year or two, regardless of where they live?
 - c. Will we ask about public dispositions towards the various elements of procedural justice? Do residents agree those elements would increase their sense of the legitimacy of law enforcement?
 - d. To what extent do we want to identify differences in perceptions among specific demographic groups or other relevant sub-sets of the data?
 - e. Is it to identify gaps in the extent to which individuals who have had encounters with police (either as victims or offenders) differ from those who have not had contact with the police?
 - f. Is it to find out whether or not elements of procedural justice were followed based on perceptions of those who had encounters with police?
 - g. Is it to compare attitudes of the police versus the public about certain topics?

B. Approach/Methods

1. Sample Characteristics

- a. A critical element of a community survey is the extent to which the research design can obtain a sample of respondents that is representative of the target population (how the sample characteristics compare to the population.) This means that survey respondents should be representative of the target population with respect to demographic (racial/ethnic, gender, age, marital status, employment status, income), as well as attitudinal and behavioral characteristics. In other words, the group of respondents should not be meaningfully different to those who did not take the survey.
- b. CAUTION: Failing to obtain a representative sample poses considerable risks to allowing bias in the survey results. For example, certain groups may be over-represented and their opinions magnified while others may be under-represented. This is especially important when trying to assess attitudes about policing. As a result, the decision about whether or not to implement a community-wide survey of this topic should be made carefully with a clear consideration of the specific goals of the survey, the sampling plan, resources needed to obtain responses from certain groups that may require a different data collection approach, and our confidence that reasonable representativeness can be obtained. Without such confidence, the risks of conducting a survey with potentially biased results has the potential to generate skepticism and considerable backlash.

2. Survey Administration

- a. The mode of survey administration is important, as some studies of community views of policing have found that telephone surveys overestimate community support for policing while mail surveys underestimate the level of support.² One study also identified more difficulties in contacting African American and Asian residents.³
- b. In order to minimize non-response and/or over-response bias, multiple modes of survey administration are often used and population-based weighting implemented to further reduce bias in survey estimates.⁴
- c. Consideration should be given to providing accessibility to non-English speaking residents, though such efforts can be resource intensive.
- d. Before administering a survey, it is also important to review available community perception data on topics relevant to the Task Force (for example, the LIFE report or other internal information collected by the Wausau Police Department). This will ensure that the survey does not duplicate existing data and instead focuses on gathering information of most value to the Task Force.
- e. WIPPS would work with the Policing Task Force to define and refine the specific research goals of the community survey and define the sample size and representative characteristics. Important questions to discuss include:
 - Should the sample focus on certain subgroups or strata over others?

² See Karen M. Hennigan et al., Community views on crime and policing: Survey mode effects on bias in community surveys, *Justice Quarterly*, Vol. 19, 3 (2002), pp. 565-587.

³ <https://www.cityofpasadena.net/wp-content/uploads/sites/28/Survey-Results-Community-Perceptions-of-Policing-in-Pasadena.pdf?v=1597644000142>

⁴ <https://cjcc.dc.gov/sites/default/files/dc/sites/cjcc/Police%20Community%20Report.pdf>

- What sample size will ensure adequate statistical confidence to report data for identified subgroups?
- f. Determine how the survey will be administered (how the will data be collected), the time period of data collection, and how respondents will be recruited. Examples include mail, telephone, internet and door-to-door canvassing.
- g. Develop and test the survey instrument.
- h. Provide Hmong and Spanish translation services as necessary.

3. Survey Topics

The specific survey topics will depend on the specific research goals, and will be informed (and refined) by existing data such as from the LIFE report or previously collected data about local policing. Examples of topic modules may include:

- a. Demographics
- b. Community perceptions of:
 - Safety
 - Community involvement
 - Racism⁵
- c. Feedback on 4 elements of procedural justice:
 - Treat people with dignity and respect
 - Give everyone a voice during encounters
 - Be neutral and transparent in decision-making
 - Convey trustworthy motives
- d. Other Specific policies and practices of interest to the Task Force.

4. Survey Instrument

The Community Survey on Public Safety and Law Enforcement (COPS) developed by the US Department of Justice may be an ideal starting point as a survey instrument.⁶ Building off of an existing instrument can be less resource intensive. Additional items relevant to local needs could be added to this “basic” survey if desired.

5. Analysis and Report

Following the administration of the survey, researchers will conduct statistical analyses and write up findings in a report with accompanying narrative and visual graphics.

C. **Estimated Costs**

Our experience conducting other community surveys suggests that \$15,000 to \$20,000 should be allocated for a community-wide survey, which includes instrument design, survey dissemination, data collection and collation, data analysis, and a written report.

Survey	Cost Estimate
TOTAL (All inclusive)	\$15,000-\$20,000

⁵ <https://gspp.berkeley.edu/assets/uploads/research/pdf/SpencerCharbonneauGlaser.Compass.2016.pdf>.

⁶ See <https://cops.usdoj.gov/ric/Publications/cops-w0743-pub.pdf>.

III. PUBLIC INQUIRY – FOCUS GROUPS

A. Purpose

1. Focus groups are a qualitative information-gathering tool using trained moderators to conduct a collective, small-group interview, generally lasting 1.5 to 2 hours. Focus groups create open lines of communication among individuals and take advantage of dynamic interaction within a select group to yield data that would be impossible to gather via other approaches. Focus groups offer powerful insights into people's feelings and thoughts and thus provide a detailed, nuanced, and rich understanding of perspectives.
2. Generally, 3 to 4 focus groups are needed with a particular affinity group in order to be confident that key themes will be identified and captured. Comments of participants are used to support the common themes that are identified and summarized in the analysis. Quotes often “bring the general themes to life” in a concrete or tangible way and are shared anonymously to protect the confidentiality of the participants .
3. In the context of this project, focus groups can supplement and complement the data collected from the listening sessions and the community survey. They are especially effective in targeting the perceptions or experiences of specific groups of interest.
4. In other words, they can be conducted using broad sampling methods or can be focused on members of specific subgroups to elicit stories of encounters (positive and negative) with local police and deeper insights or explanations for survey findings. Focus groups with police officers, for example, could yield valuable information about officers’ concerns, perceptions, and suggestions and can identify unique policy recommendations and/or changes in operations and tactics.

B. Approach/Methods

1. The specific planning, organization, and direction of focus groups can be informed by (and participants selected from) the listening sessions and community survey process.
2. In collaboration with the Wausau Policing Task Force, WIPPS Research Partners would determine which stakeholders would be of most interest and which issues of greatest value to be addressed by asking and answering the following:
 - a. Whose “voices” are important to hear from and capture?
 - b. What are the issues, programs or ideas for which more information is needed?
 - c. How many focus groups will the budget support?
3. Determining the “voices” to be included in the groups, how to organize these perspectives into appropriate groups, and how to recruit participants requires careful consideration and planning. Creating an environment of transparency and trust around this process will be critical to encouraging participation. Partnering with key community stakeholders in participant recruitment is necessary to ensure broad participation.
4. Whether the focus groups will be conducted in-person or virtually will be determined by public health guidelines and safety concerns with regard to COVID-19.
5. WIPPS Research Partners will develop a standard discussion guide instrument to ensure that individuals across different strata respond to the same prompts, to capture information as efficiently as possible, and ensure comparability across multiple focus groups.

6. The table below illustrates how the focus groups might be organized using a virtual format, allowing up to 90 individuals to participate. Although the selection of the sample strata will need to be determined, examples of the range of perspectives that could be reflected include communities of color (Hmong, African American, Hispanic); individuals with a history of criminal activity; victims of crime; juveniles/youth; business owners; low income residents, business owners, police officers; and others.

GROUP (STRATA)	# PARTICIPANTS PER GROUP	# FOCUS GROUPS PER STRATA	TOTAL PARTICIPANTS
Strata 1	8 to 10	3	24 to 30
Strata 2	8 to 10	3	24 to 30
Strata 3	8 to 10	3	24 to 30
TOTAL		9	72 to 90

7. Participants will be identified through various means such as networking with key local contacts and organizations, expert nominations, stakeholder referrals, and public appeals such as through social media.
8. Participants will represent a broad and diverse mix of socio-economic, ethnic, and demographic backgrounds. By having diverse representation within and across each group, researchers can identify patterns or themes applicable to each strata independent of their geographic location, background, or other factors. This approach also lessens the issue of social pressure and conformity that can sometimes be present in homogenous groups from similar backgrounds.
9. We propose that participants typically have the option of receiving a gift card in appreciation for their participation. This is particularly important for underserved populations whose voices are critical to the authenticity and legitimacy of outcomes.
10. Participants will not be personally identified in the summary of the findings, nor will any quotes reported be attributed to a specific individual.
11. Participants have the option of providing their comments to researchers via a private chat space to ensure that highly sensitive responses would not be viewed by others.
12. A member of the research team will take detailed notes and observations. Comments will be categorized into common themes and topics. A summary report will be prepared by the lead researcher and shared with the group facilitator to ensure that it reflects views in an accurate, balanced, comprehensive, and unbiased way.

C. Estimated Cost

Assumes approximately 10 participants in each group and \$30 stipend per participant. Costs are inclusive of focus group organization; participant recruitment; instrument design; group facilitation; note taking; data transcription, collation and analysis; and report writing.

# of Focus Groups	Cost Estimate
3 Focus Groups (30 participants)	\$8,000
6 Focus Groups (60 participants)	\$15,000
9 Focus Groups (90 participants)	\$20,000

PHASE II - PUBLIC DECISION-MAKING

I. PUBLIC DECISION-MAKING – DELIBERATIVE INQUIRY

A. Rationale

1. Public Deliberation is an approach to politics in which community residents come together and consider relevant facts and values from multiple points of view; listen to one another in order to think critically about the various options before them; and consider the underlying tensions and tough choices inherent to the issue.
2. With the help of a trained facilitator, participants seek common ground for action in the form of reasoned public judgment. The practice of deliberation is a cornerstone of democratic and community politics and, when done effectively, can connect people and build trust and mutual respect, even among those with conflicting values and interests.
3. Deliberative processes provide valuable information upon which policy makers can make decisions to address problems or challenging circumstances. Deliberation can also reveal new possibilities for action that individuals alone did not see before.
4. There are two primary motivations for suggesting a deliberative public dialogue approach to decision-making: (a) its intrinsic value and (b) its instrumental benefits.⁷
5. Public deliberation provides a corrective to power inequalities that leave the public—particularly vulnerable populations—without voice or influence. Thus, if we truly value an inclusive approach to decision-making, the opportunity to participate in deliberative processes by a diversity of voices is central to promoting legitimate policy decisions.⁸
6. In addition, deliberation promotes mutually respectful processes of decision-making, even when participants have conflicting values. Although deliberation does not make differences suddenly go away, it helps participants recognize the merit in opposing views, thereby encouraging mutual respect and reciprocity.
7. In sum, deliberation provides instrumental value for governments (better policy decisions, public exposure of private demands, increased likelihood of common ground, and legitimizes ultimate choices); builds community capacity (improved leadership, community organizing, and collaborative skills) and promotes individual skills (civic participation, political efficacy, and mutual understanding).⁹

⁷ Tina Nabatch, An introduction to deliberative civic engagement, in T. Nabatch, J. Gastil, G.M. Weiksner and M. Leighninger (eds.), *Democracy in Motion* (New York: Oxford University Press, 2010), pp. 3–18.

⁸ Joshua Cohen, Deliberation and democratic legitimacy. In A. Hamlin and P. Petit (eds.), *The Good Polity: Normative Analysis of the State* (New York: Oxford University Press, 1989), pp. 67–91; J.S. Dryzek, *Deliberative Democracy and Beyond: Liberals, Critics, Contestations* (New York, NY: Oxford University Press, 2000).

⁹ Martín Carcasson and Leah Sprain, Beyond Problem Solving: Reconceptualizing the Work of Public Deliberation as Deliberative Inquiry, *Communication Theory* (2015), p. 6. doi:10.1111/comt.12055.

B. Approach and Methods – Naming and Framing

1. Before deliberating an issue, the issue itself must be named—in other words, people must know what they are deliberating if they are to invest in a decision-making process. There needs to be some collective agreement as to what the problem(s) are, even if there is not agreement about causes and consequences.
2. The purpose of a naming and framing process is to create an issue “guide” that will be used to help stakeholders constructively deliberate the merits of potential actions around the issue at hand. If the guide has been framed using robust information representing diverse points of view (such as can be obtained through the Phase I community listening sessions and accompanying questionnaire), it will reflect participants’ underlying values and provide concrete viewpoints that are reflective of the community.
3. There are three basic questions to be asked and answered to determine if an issue can be effectively named and framed for a public deliberation:
 - a. Is the issue systemic? While some problems can be addressed with a relatively narrow focus or resolved via a technical solution, others are far more deeply embedded in a community. Systemic racism is a prime example of a complex problem for which a naming and framing exercise can be valuable.
 - b. Does the problem require an ongoing response? In other words, can the issue be fully resolved with a single remedy or does it require ongoing and coordinated efforts? If the latter, it is a frameable issue.
 - c. Does the problem require multilateral action? Some problems can be handled by one institution or agency, while others are beyond the power of a single person or institution to manage. If the latter, it is a frameable issue.
4. Naming and framing public issues requires skilled facilitation, broad community input, and effective research. Specifically, framing involves a process of identifying relevant stakeholders’ concerns and interests, which is typically gathered using community listening sessions, surveys, and focus groups (such as proposed in the Public Inquiry Phase). The input of underserved populations is particularly critical to ensure that all voices are heard. WIPPS has the capacity to provide skilled facilitation to name and frame public issues and has done so countless times throughout Wisconsin and beyond.
5. In addition to a skilled naming and framing facilitator, the framing process would benefit from a framing team that bring available data into focus by helping to articulate a set of policy approaches, each with a coherent set of action-oriented ideas designed to address the problem. In this case, we would recommend a team with representation from the Task Force as well as from key community stakeholder groups, particularly underrepresented populations.
6. The issue guide typically consists of three approaches to addressing the problem with each approach consisting of multiple potential action items or policy choices and potential tradeoffs or consequences.
7. Once the issue is framed it is helpful to test the frame to ensure it holds up to public scrutiny. At that point, the issue is ready to be disseminated and used as a guide for deliberative dialogue. It is important to note that no framed issue guide is perfect. Instead, the guide is meant to allow multiple stakeholders to find things they value and actions

they can support (or reject) in the guide—with space to provide new ideas. The goal is to deliberate the merits of various options and seek common ground for action.

C. Approaches/Methods – Public Deliberation

1. The next step would be to hold a series of public deliberations with broad and diverse community participation. Public deliberation requires one or more teams of trained facilitators who use the framed issue guide to help participants work through policy choices. They are particularly skilled at asking appropriate questions around what can be supported (or not) and why. They also help participants work through tensions, tradeoffs and consequences of policy preferences to determine which can be lived with (or not). Finally, where possible they help participants to find common ground.
2. The basic elements of a public deliberation are highlighted in the table below:

% TIME	100 Minutes	STRUCTURE OF A FORUM
15%	5 minutes	Welcome • Introduce moderator • Purpose and goals • Using the issue guide
	2 minutes	Forum Ground Rules
	3 minutes	Review Approaches
	5 minutes	Personal Stake – 1-2 personal stories that connect the issue to people’s lives and concerns
65%	20 minutes	Approach One – introduce approach
	20 minutes	Approach Two – introduce approach
	20 minutes	Approach Three – introduce approach
20%	20 minutes	Ending the Forum: • Reflections • Finding common ground • Next Steps • Post-Forum Questionnaire

3. As with the focus groups, it is critical that a broad and diverse mix of residents participate to ensure that representative voices are heard, particularly from populations that are often overlooked. And, as with the focus groups, recruitment for the public deliberation groups will rely on a variety of means including (but not limited to) support from a variety of community organizations; from participants in previous listening sessions, focus groups and the survey process; and based on established community networks—particularly involving underserved populations.
4. Participants should reflect a broad and diverse mix of socio-economic, ethnic, and demographic backgrounds. By having diverse representation within and across each group, we ensure that we capture themes and potential action items applicable to each strata independent of their geographic location, background, or other factors. This

approach also lessens the issue of social pressure and conformity that can sometimes be present in homogenous groups from similar backgrounds.

5. Setting up an event registration process will be important to ensure that deliberative groups are appropriately populated with 10-12 people each.
6. The number of deliberative events (in-person or online) is to be determined by WIPPS Research Partners in consultation with the Task Force and other stakeholder advisors. We recommend fifteen (15) groups of 10-12 participants each for a total of 150-180 participants representing diverse strata (e.g., police representatives, specific racial/ethnic groups, formerly incarcerated individuals, persons in recovery, youth, etc.) AND groups that purposely cut across various strata. See below.

GROUP (STRATA)	# PARTICIPANTS PER GROUP	# GROUPS PER STRATA	TOTAL PARTICIPANTS
Strata 1	10 to 12	1	10 to 12
Strata 2	10 to 12	1	10 to 12
Strata 3	10 to 12	1	10 to 12
Strata 4	10 to 12	1	10 to 12
Strata 5	10 to 12	1	10 to 12
Strata 6	10 to 12	1	10 to 12
Strata 7	10 to 12	1	10 to 12
Mixed Groups	10 to 12	8	80 to 104
TOTAL		15	150 to 180

7. It is useful to have participants take a brief post-forum survey to capture demographic data as well as outcome-oriented data.
8. Each deliberative event will be recorded and transcribed to capture the themes and information provided. A note taker/observer will also be on hand to capture broad trends and to contribute to process fidelity.
9. At the conclusion of the deliberations, researchers will collect, collate, and analyze the data and will write a qualitative report incorporating the findings.
10. WIPPS Research Partners will present findings to and debrief the Task Force and other key stakeholders.

D. Estimated Cost

1. Cost Variability
 - a. Costs associated with naming and framing the issue guide and organizing and facilitating the public deliberations the deliberative process may be variable.
 - b. The type and sophistication of the issue guide matters. For example, will the Task Force seek a high level, graphically sophisticated issue guide or will it settle for a simpler one-page, front-to-back issue “placemat”?
 - c. It may also be possible for WIPPS Research Partners to delegate roles and tasks to city staff, to Task Force members, or to other allies, which could reduce costs.
 - d. For the purposes of this proposal, we estimate the costs for this phase as follows:

Public Deliberation Tasks	Cost Estimate
Naming and framing process	\$3,000
Organize and facilitate 15-20 deliberations	\$12,000
Transcribe deliberations	\$1,000
Collate and analyze data	\$3,000
Report Write-up	\$3,000
Project management	\$2,000
TOTAL	\$24,000¹⁰

2. Other Costs/Resources

- a. The costs above do not include additional resources which may be needed, but which could potentially be offered by the city or partnering organizations through in-kind support.
- b. For example, there is likely be some graphic design needs even for a one-page placemat guide. This cost is not included in the above estimate.
- c. Advertising and disseminating information about public deliberation sessions is also critical but could be provided by the city or through in-kind support from key partner organizations.
- d. The city may wish to assist low-income and other vulnerable populations to support transportation or childcare needs (if in person events are possible). Access to the internet for virtual deliberations sessions and/or online feedback is also important; other support may be necessary to encourage participation.

¹⁰ As a reference point, the Toward One Wausau project, which was a very similar deliberative inquiry process, was roughly equal in cost to this phase of the proposal.

PHASE I & II – COST OVERVIEW

I. COST OVERVIEW SUMMARY

PHASE 1 – Public Inquiry and Information-Gathering	
Community Listening Sessions (8 to 10 listening sessions)	\$8,000
Community “Temperature” Survey (community-wide survey of a representative sample of respondents)	\$15,000 to \$20,000
Focus Groups (3, 6, or 9 focus groups)	\$8,000, \$15,000, \$20,000
PHASE 2 – Public Decision-Making	
Naming and Framing the Issues	\$3,000
Public Deliberation (15-20 deliberations)	\$24,000

A. Most Comprehensive: \$75,000

Phase 1

- 8 to 10 listening sessions (\$8,000)
- Community survey (\$20,000)
- 9 focus groups (\$20,000)

Phase 2

- Naming and framing the issues (\$3,000)
- 15 to 20 deliberative events (\$24,000)

B. Comprehensive “Lite”: \$60,000

Phase 1

- 8 to 10 listening sessions (\$8,000)
- Community Survey (\$20,000)
- 6 focus groups (\$15,000)

Phase 2

- Naming and framing placemat (\$2,000)
- 10 deliberative events (\$15,000)

C. Option A - Budget Target: \$35,000

Phase 1

- Online concerns questionnaire (\$3,000)
- 6 focus groups (\$15,000)

Phase 2

- Naming and framing the issues placemat (\$2,500)
- 10 deliberative events (\$15,000)

D. Option B - Budget Target: \$35,000

Phase 1

- 8 to 10 listening sessions (\$8,000)
- 6 focus groups (\$15,000)

Phase 2

- Naming and framing the issues placemat (\$2,500)
- 10 deliberative events (\$15,000)



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

☐

Ongoing Sole Source – 365 days

☒

One Time Sole Source Request

-
1. Provide a detailed explanation of the good or service to be purchased and vendor.

This research and engagement project will support the Wausau Policing Task Force's mission to "provide community-led safety recommendations to the public, the Wausau City Council, and the Wausau Police Department about how best to protect the human health, safety, and general welfare of Wausau residents and visitors who come into contact with the law enforcement system." Goals include:

1. Transparently gather information to "take the temperature" of the Wausau community regarding their attitudes towards local law enforcement and the current practice of policing in our community.
2. Provide inclusive opportunities to engage local public voices—particularly from underrepresented populations—to share their perceptions regarding policing goals, tactics and overall confidence in local law enforcement.
3. Specifically examine the potential existence and consequences of systemic racism within our public safety institutions and law enforcement procedures.
4. Understand and highlight areas of success of current policing practices as well as areas of concern and potential gaps in procedurally just policing.
5. Educate the public about the value of local law enforcement as a taxpayer-funded provider of essential community services.
6. Engage in a process that builds and (where necessary) begins to restore trust and confidence in local law enforcement.
7. Provide adequate information to the Task Force to assist them in generating recommendations for policy changes where warranted.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The purpose of phase 1 is to provide maximum opportunity for members of the community to express their concerns and ideas related to public safety, procedurally just policing, and systemic racism based on their current perceptions, attitudes, and lived experiences. This process includes incorporating multiple methods of sharing input such as public listening sessions, either in-person or virtual depending on COVID-19 concerns (including an accompanying open-ended questionnaire); a representative community survey; and in-depth focus groups focusing on targeted sub-groups. Information obtained from one or more of these processes can be used by the Task Force in the next phase to name, frame, and deliberate concrete recommendations for policy and procedural changes as needed.

While phase one will not exceed the sole source policy, we will want to continue engaging WIPPS for phase 2, the decision making phase which will require scientific analysis and work with the task force specifically.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Wausau doesn't have another embedded research engine in our community. WIPPS has deployed several similar projects in this community including the Toward One Wausau project and Immigration Dialogues.

4. Describe your efforts to identify other vendors to furnish the product or services.

There are no other local organizations that provide the same services though I did look at the other research centers offered by the University of Wisconsin.

5. How did you determine that the sole source vendor's price was reasonable?

6. I used my knowledge of the kinds of prices private research organizations charge to corporate organizations and asked other governmental organizations what they paid for research services.

7. Which of the following best describes this sole source procurement? Select all that apply.

- ☒ Product or vendor is uniquely qualified with capability not found elsewhere.
- ☐ Urgency due to public safety, serious financial injury or other. (explain)
- ☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- ☐ Lack of acceptable quotes or bids.
- ☐ Product compatibility or the standardization of a product.
- ☐ Continuation of a phased project.
- ☐ Proposal development is uneconomical.

Department: *Mayor's Office*

Preparer: *Katie Rosenberg*

Vendor Name: *Wisconsin Institute for Public Policy and Service*

Expected amount of purchase or contract: *\$9,995 initially; \$35,000 total*

Department Head Signature:

Sharon Rosenberry

Date:

10 Jan 2021

Finance Director Signature:

Date:



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the Town of Stettin

Purpose: To terminate an Inspection Services Agreement with the Town of Stettin.

Facts: On March 12, 1985, the Common Council approved entering into an Agreement for Inspection Services with the Town of Stettin for the City to perform inspection services.

On March 25, 1985, the City and Town of Stettin entered into an Agreement for Inspection Services. The contract expired on March 25, 1986.

On August 12, 1987, the City and the Town of Stettin again entered into an Inspection Services Agreement for the City to perform inspection services for the Town of Stettin. The contract expired on August 12, 1988.

The Common Council, on February 28, 1989, approved renewing the subject agreement with the inspection fees being increased which expired on December 31 1989.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with an adjustment to the fees.

On September 5, 1990, the City and Stettin entered into an Inspection Services Agreement with an automatic year-to-year renewal until terminated by either party and also included a fee increase.

On November 9, 1993, the Common Council approved amending the inspection fees and on January 1, 1994, an agreement was entered into reflecting the new fees.

On November 15, 1994, the Common Council approved increasing the inspection fees.

On January 23, 1995, the City and Stettin again entered into an Inspection Services Agreement reflecting the approved fees increase.

While conducting research on another project, it was discovered that the subject Agreement was never properly terminated.

The Inspections Department indicated they have not performed inspection services for the Town of Stettin for ten years and more likely twenty years.

Recommendation: Approve terminating the Inspection Services Agreement with the Town of Stettin.

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 23rd day of January, 1995, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the Town of Stettin, Marathon County, Wisconsin, hereinafter called "STETTIN";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and STETTIN wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to STETTIN and STETTIN is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to STETTIN inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).

2. STETTIN shall pay to WAUSAU four hundred fifteen dollars (\$415) per permit per dwelling. This shall include time spent in travel.

3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, STETTIN shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.

4. STETTIN shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.

5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.

6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Doris Carlson
Witness
Doris Carlson
Witness

CITY OF WAUSAU BY:
John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

John H. H. E. T.

Witness

William B. Denham

Witness

TOWN OF STETTIN BY:

Thomas L. Miller

Thomas L. Miller, Chairman

LeRoy Rusch

LeRoy Rusch, Clerk



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the City of Schofield

Purpose: To terminate an Inspection Services Agreement with the City of Schofield.

Facts: On August 12, 1987, the City and City of Schofield entered into an Agreement for Inspection Services for the City to perform inspection services for Schofield. The agreement expired on August 12, 1988.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with the fee being adjusted.

On September 5, 1990, the City and Schofield entered into an Agreement for Inspection Services with an automatic year-to-year renewal until terminated by either party and also included a fee increase.

On November 9, 1993, the Common Council approved amending the inspection fees and on February 3, 1994, an agreement was entered into reflecting the new fees.

On November 15, 1994, the Common Council approved increasing the inspection fees.

On March 29, 1995, the City and Schofield again entered into an Inspection Services Agreement reflecting the approved fees increase.

While conducting research on another project, it was discovered that the subject Agreement was never properly terminated.

The city and Schofield have a current contract for inspection services for the period January 1, 2020 through December 31, 2024.

Recommendation: Approve terminating the Inspection Services Agreement dated March 29, 1995 with the City of Schofield.

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 27 day of March, 1995, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the City of Schofield, Marathon County, Wisconsin, hereinafter called "SCHOFIELD";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and SCHOFIELD wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to SCHOFIELD and SCHOFIELD is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to SCHOFIELD inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).

2. SCHOFIELD shall pay to WAUSAU four hundred fifteen dollars (\$415) per permit per dwelling. This shall include time spent in travel.

3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, SCHOFIELD shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.

4. SCHOFIELD shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.

5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.

6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Devin Carlson
Witness
Devin Carlson
Witness

CITY OF WAUSAU BY:

John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

Katla Kusinski
Witness

Katla Kusinski
Witness

CITY OF SCHOFIELD BY:

Sarah L. Kamke
Sarah Kamke, Mayor

Lynn Grych
Lynn Grych, Clerk-Treasurer



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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Inspection Services Agreement with the Village of Rothschild

Purpose: To terminate an Inspection Services Agreement with the Village of Rothschild.

Facts: On June 19, 1989, the City and Village of Rothschild entered into an Agreement for Inspection Services whereby the City would perform inspection services for Rothschild which expired on June 19, 1990.

On September 4, 1990, the Common Council approved renewing the agreement for an indefinite period of time along with a fee increase.

On September 5, 1990, the City and Rothschild again entered into an Agreement for Inspection Services with an automatic year-to-year renewal until terminated by either party and also included the approved fee increase.

On November 9, 1993, the Common Council approved entering into an Inspection Services Agreement with a fee increase.

On February 3, 1994, the City and Rothschild entered into an Inspection Services Agreement with an automatic year-to-year renewal until terminated by either party and also included the approved fee increase.

While conducting research on another project, it was discovered that the subject agreement was never properly terminated.

The Inspections Department indicated they have not performed inspection services for the Village of Rothschild for ten years and more likely twenty years.

Recommendation: Approve terminating the Inspection Services Agreement with the Village of Rothschild.

89-0233
AG754

AGREEMENT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this 3rd day of Feb, 1994, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter called "WAUSAU" and the Village of Rothschild, Marathon County, Wisconsin, hereinafter called "ROTHSCHILD";

WITNESSETH:

WHEREAS, WAUSAU has an inspection department which provides inspection services to the residents of WAUSAU, and ROTHSCCHILD wishes to avail itself of the services of this department; and

WHEREAS, WAUSAU is willing to allow the inspectors within its inspection department to provide inspection services to ROTHSCCHILD and ROTHSCCHILD is willing to reimburse WAUSAU for these services, all pursuant to the provisions of that section.

NOW, THEREFORE, the parties hereto agree as follows:

1. WAUSAU shall provide to ROTHSCCHILD inspection services for the inspection of one and two family dwellings as defined in Section ILHR 20-25 of the Wisconsin Administrative Code (Uniform Dwelling Code).
2. ROTHSCCHILD shall pay to WAUSAU Three Hundred Seventy-five Dollars (\$375) per permit per dwelling. This shall include time spent in travel.
3. For any services provided other than actual inspection services, such as but not limited to appearances at trial, appearances at pretrial, conferences prior to trial, and other inspection-related types of services, ROTHSCCHILD shall pay to WAUSAU the actual cost to WAUSAU of the time spent by the employee at those appearances or in those services, including but not limited to the actual cost of salary of and any overhead allocated to that employee.
4. ROTHSCCHILD shall remit to WAUSAU any amounts due and owing to WAUSAU within thirty (30) days after billing by WAUSAU.
5. Unless terminated as hereinafter provided, this agreement shall automatically renew on a year-to-year basis with the exception of the charges stated in paragraph 2, which shall be mutually agreed to at least 60 days prior to the effective date of those charges.
6. Either party to this agreement may terminate this agreement and all of its provisions, for any reason, at any time, such termination being effective 60 days after notice, in writing, to the other party.

IN WITNESS WHEREOF, this agreement has been duly executed the day first above written.

Doris Carlson
Witness
Doris Carlson
Witness

CITY OF WAUSAU BY:
John D. Hess
John D. Hess, Mayor
Gary Lee Klingbeil
Gary Lee Klingbeil, Clerk

Kathryn J. Mason
Witness

Elizabeth Lusch
Witness

VILLAGE OF ROTHSCHILD BY:

Neal C. Torney
Neal C. Torney, President

Sheila Pudelko
Sheila Pudelko, Clerk-Treasurer

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

Memorandum

From: Anne Jacobson 
To: Finance Committee
Date: January 5, 2021
Re: Terminating Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department

Purpose: To terminate a Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

Facts: On June 21, 2005, the City executed a Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department to provide extended firefighting capabilities in the participating municipalities in the event of a major fire or disaster.

On January 1, 2014, The South Area Fire District was formed to include the Rib Mountain and Weston fire departments.

The term of the agreement states, "This agreement shall remain in force until cancelled by filing with the affected city or town of a cancellation notice approved by the governing body of the withdrawing unit of government and signed by it's Mayor or Town Chairman. Cancellation shall become effective 30 days after transmittal of such notice."

A council resolution was not able to be located for this agreement.

While conducting research on another project, it was discovered that the subject agreement was never properly terminated.

Recommendation: Approve terminating the Fire Department Mutual Aid Agreement with the Rib Mountain Fire Department.

ABR
1369

RECEIVED

SEP 15 2005

CITY OF WAUSAU
CITY CLERK

Fire Department Mutual Aid Agreement
Between The Wausau Fire Department and The Rib Mountain Fire
Department

STATEMENT OF PURPOSE: It is the purpose of this agreement to provide extended firefighting capabilities in the participating municipalities in the event of a major fire or disaster through a mutual aid agreement. Reliance on mutual aid under this agreement is not intended to be a substitute for the maintenance of an adequate level of firefighting capability which should enable the participating municipality to meet its normal fire service needs.

The agreement is entered into by and between the City of Wausau and the Town of Rib Mountain and shall be mutually binding upon each of the parties, and is entered into pursuant to authority granted under Wisconsin Statutes Section 66.0301 providing intergovernmental cooperation. The agreement shall become effective on the date an executed copy hereof is filed in the office of the City Clerk and Town Clerk of each party.

OPERATIONS: Each member municipality hereby authorizes their Fire Chief or his/her designee the ability to request and afford mutual aid from and to the other agreement member when properly requested. In the absence of the Fire Chief, the following departmental personnel are authorized to act in the absence of that proceeding: assistant chief or next senior officer, shift commander or other member in charge, next senior member.

Rules and regulations for the technical operation of this agreement shall be as follows and shall be adhered to by member Fire Department's under the direction of their Fire Chief's. Provided that nothing so written in the rules and regulations shall in any way vary or modify the terms of this agreement and provided further that nothing contained in these rules and regulations shall in any way require an agreement member to at any time materially impair the service necessary for the protection of their individual municipality.

Each member municipality to this agreement will hold the other municipality, its officers, agents, and personnel harmless to their actions.

Responding or aiding fire departments shall be responsible for the acts of their member's enroute to or returning from the emergency in all other localities or places, other than within the boundaries of the aided community.

No party to this agreement shall be held liable to another party for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement; provided that if the equipment or property of a party is damaged or destroyed by the gross negligence of another party, its agents or personnel, then the party responsible for such injury shall be responsible in

damages therefore, and the terms of the settlement shall be decided by authorized representatives of the parties. Provided that a requestor shall assume responsibilities for expenses providing lubrication oil, motor fuel and welfare items for the firefighters to the extent of supplies available at the time of the request, incurred by the requested in connection with the rendering or emergency assistance. Providing further, that all parties shall exercise due diligence in returning lost or forgotten equipment or material to the rightful owner.

Responding or aiding departments shall provide units that are adequately staffed and equipped. However, failure to provide assistance will not result in liability to a party.

If a member of a Fire Department is injured or killed while officially responding to or returning from or acting at the emergency whether within or without the boundaries of the aided community and under this mutual aid agreement, the Department of which he/she is a member shall grant him/her the same compensation and insurance benefits that it would if the emergency were in his/her own community.

When requested by a responding or aiding Department, assistance shall be provided by the aided Department to lead units inside the boundaries of the aided community.

The Chief of the Department, or his/her authorized assistant, that made the request for aid shall assume full charge of the operations, however, the apparatus, personnel and equipment and material of any Department rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the officer in command of the Fire Department rendering assistance.

Each member Fire Department shall file with the other participating Chief's a form mutually developed to provide the following information:

1. Fire Department phone number(s);
2. Names of Fire Chief and others in charge;
3. Business numbers of Fire Departments, if any;
4. List and numbers assigned for all available fire apparatus;
5. List of all available equipment for mutual aid and numbers assigned;
6. A copy of the department's chain-of-command and it's designation.

The Fire Chiefs of the two parties are hereby authorized to further enact details of this agreement, as necessary, for efficient day-to-day operations.

This agreement supercedes all other previous mutual aid agreements for fire services entered into between the signatories.

Specialized equipment and services, which constitute a higher level of fire fighting capability not generally comparable to that of the member Departments, and as

determined by the participating Fire Chiefs, are excluded from the agreement. Special agreements for such equipment and services may be negotiated as required.

TERMS OF THE AGREEMENT:

This agreement shall remain in force until cancelled by filing with the affected city or town of a cancellation notice approved by the governing body of the withdrawing unit of government and signed by its Mayor or Town Chairman. Cancellation shall become effective 30 days after transmittal of such notice.

SUNSET PROVISION:

The agreement shall be reviewed and update by all parties on a three-year rotational basis.

THEREFORE, BE IT RESOLVED:

1. That this mutual aid agreement is hereby approved and the rights and duties therefore are hereby assumed and accepted, subject to terms and conditions herein before set forth.
2. The Fire Chiefs of the respective signatories are hereby authorized and directed to do and perform the necessary acts to fulfill the obligation of this agreement.

Fire Department Mutual-Aid Agreement

Signature Page

City of Wausau

Town of Rib Mountain

James E. Tapp
City of Wausau – Mayor

Alan Opall
Town of Rib Mountain – Chairman

Michael Saff
City of Wausau – Clerk

Patricia J. Johns
Town of Rib Mountain – Clerk

Ray Buchberger
Wausau Fire Chief

[Signature]
Rib Mountain Fire Chief

June 21, 2005
Date

8/4/05
Date

TO: Finance Committee Members
FROM: Nathan Miller, Assistant City Attorney
DATE: January 5, 2021
RE: Towing Services Agreement

SUMMARY

The Wausau Police Department, in consultation with the City Attorney's Office, is submitting a recommendation to the City of Wausau Finance Committee for a towing services provider: Joe Rader Towing, LLC as well as the contract to be entered into between the City and Joe Rader Towing for said services. The towing services provider will be contracted with the City of Wausau to provide three categories of towing services: non-consensual/no-preference tows, evidence tows, and city-owned vehicle tows (Wausau Police Department fleet vehicles).

BACKGROUND

The Wausau Police Department sought support from the City to partner with a towing services provider who could assist the department in improving our efficiency and customer service in responding to situations requiring towing services.

The City of Wausau initiated a Request for Proposal of Towing Services (RFP) in October 2020. The RFP notice was published on the City's website and sent directly to known towing service providers within six (6) miles of the City's corporate limits.

The RFP invited response related to three categories of towing services: non-consensual/no-preference tows; evidence tows; city-owned vehicle tows (Wausau Police Department fleet vehicles). Proposals were submitted by interested parties in November 2020. In total, five (5) towing service providers requested RFP materials and two (2) of those providers submitted proposals: Brickner's of Wausau, Inc. (Brickner's), and Joe Rader Towing, LLC (JRT).

Brickner's proposal was responsive to the category of 'city-owned vehicle tows'. JRT's proposal was responsive to all three categories of towing services. The submitted proposals have since been reviewed, according to criteria outlined in the RFP, by staff members of the Wausau Police Department and the City Attorney's Office.

CONCLUSION

The proposal submitted by Joe Rader Towing, LLC met requirements related to insurance coverage, capacity to provide listed services (e.g. availability, response, clean-up, storage, etc.), and service pricing. The Wausau Police Department is recommending Joe Rader Towing, LLC for the towing services contract as specified in the City of Wausau Request for Proposal of Towing Services published on October 19, 2020.

NM

Towing Services Agreement

THIS AGREEMENT is made on the date this Agreement is executed by and between Joe Rader Towing LLC (“Tow Company”), a Wisconsin limited liability company with a principal place of business at 4701 North 32nd Avenue, Wausau, WI 54401, and City of Wausau (“City”) a Wisconsin municipal corporation, 407 Grant Street, Wausau, WI 54403, collectively referred to as the “Parties”.

RECITALS

The City wishes to be provided with the towing services outlined below by Tow Company and Tow Company agrees to provide the towing services outlined below to the City on the terms and conditions of this agreement.

1. TERM

This Agreement shall become effective upon the date of the last party to sign the Agreement and, unless sooner terminated as provided, shall remain in full force and effect for a term of one (1) year from such date. Two (2) months prior to the expiration of the term, the City will issue another Request for Proposal of Towing Services. At that time, Tow Company may submit another response for the City’s consideration.

2. DEFINITIONS - TYPES OF TOWING SERVICES

- Non-consensual/no-preference tows (abandoned vehicles)– When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

3. PERFORMANCE REQUIREMENTS

1. Rules of Conduct

The Tow Company shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

2. Regulation

The Tow Company shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

4. OBLIGATIONS OF TOW COMPANY

a. DISPOSITION REQUIREMENTS AND OBLIGATIONS FOR ABANDONED VEHICLES

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow

Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall provide these records to the City monthly. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, will be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 will also be considered a default and grounds to terminate the Towing Services Contract.

b. AREA OF SERVICE

Vehicles shall be towed from their stalled or parked location to another location within the City or not more than five miles outside of the City's corporate limits as directed by a City agency.

c. VEHICLE STORAGE

1. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at a minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all time; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.
2. Tow Company shall not charge a "lot fee" or access fee for citizens to access their vehicles stored at Tow Company's storage facility.
3. All vehicles shall be protected from vandals and pilferage.
4. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date and time of access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.
5. Tow Company shall provide immediate response to a request for the release of a vehicle twenty four (24) hours a day, seven (7) days a week. In the event no one is

available to release a stored vehicle upon request, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.

6. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
7. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company's negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

5. PRICE

Non-Consensual/No-Preference Tows

Accident Vehicles- (These costs are based on a typical accident in the City of Wausau)

- Base accident rate hook-up - \$150.00
- Mileage rate from pick up location to destination - \$3.00/mile
- Labor rates vary depending on severity of accident
 - o Typical labor rate \$20 - \$40/per hour
 - o Labor rate is based on how much clean-up is needed at the scene and necessary winching and/or retrieval
 - o Any excessive winching could increase the labor rate an additional \$40-\$80/per hour
- After hour rate (6:00 PM – 6:00 AM) - \$40.00
- Daily storage rate - \$35.00

Disabled Vehicles- (Vehicles that breakdown on the roadway)

- Base rate hook-up - \$75.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$20-\$40/per hour
- Daily storage rate - \$35.00

Evidence Tows

Evidence Tows

- Base rate hook-up - \$75.00
- Mileage rate from pick up location to destination - \$3.00/mile
- If any winching and/or labor is needed, the labor rate may range from \$40-\$80/per hour
- Daily storage rate - \$35.00

City-Owned Vehicle Tows

City-Owned Vehicle Tows

- WPD squad vehicles - \$0
- City of Wausau Light/Medium Duty Vehicles
 - o Base rate hook-up - \$75.00
 - o No mileage charge

6. BILLING

1. Invoices for services provided by Tow Company shall be sent the first of every month to:

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

2. The City is responsible for all charges for towing and storage of City owned vehicles only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the City under this contract. The City of Wausau shall not be responsible for payment of towing charges for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or for the towing of non-City owned vehicles being held by the police department for evidentiary or other purposes.

3. Monthly billing statements shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates and the total number of days stored.

7. INSURANCE REQUIREMENTS

a. GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY

Tow Company shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by the Tow Company, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

1. Comprehensive General Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
2. Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
3. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.

b. WORKERS COMPENSATION INSURANCE

Tow Company shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed during the duration of this contract. In case any work is sublet, the Tow Company shall require the subcontractor similarly

to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by the Tow Company.

c. PROOF OF INSURANCE

1. The Tow Company shall furnish the City Attorney with a Certificate of Insurance, naming the City as an additional insured, countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Tow Company meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the City Attorney and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the Tow Company, with a copy of the Certificate of Insurance to be delivered to the City Attorney for approval prior to the execution of this contract.
4. The Certificates shall describe the contract by name in the "Description of Operations" section of the form.

8. INDEMNIFICATION

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City's governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

9. TERMINATION OF CONTRACT

1. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective 30 days after receipt of such notice, if such named default remains uncured. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

2. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course. Termination shall be effective immediately upon receipt of notice.

3. For Convenience

The City may terminate this contract at any time by giving written notice to the Tow Company. Such termination shall be effective upon receipt of notice and the Tow Company shall be entitled to just and equitable compensation for any satisfactory work completed.

4. Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

10. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

11. DELINQUENT TAXES OR CHARGES

The City may terminate this contract for default if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

12. FORCE MAJEURE

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Tow Company is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

13. DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to mediation. If the parties cannot agree to mediation, any party may commence an action in the Circuit Court of Marathon County. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

14. INDEPENDENT CONTRACTOR STATUS

The Tow Company agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

15. NON-DEBARMENT CLAUSE

The Tow Company hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. The Tow Company further agrees and certifies that this clause shall be included in any subcontract of this contract.

16. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

17. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Tow Company shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

18. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

1. If delivered by First class post, 5 days from the date of posting; and
2. If delivered by hand, on the date of such delivery

Notices will be sent to:

Joe Rader Towing LLC
4701 North 32nd Avenue
Wausau, WI 54401

Wausau Police Department
ATTN: Cord Buckner
515 Grand Avenue
Wausau, WI 54403

City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

19. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

20. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by the Tow Company without the written consent of the City.

21. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

22. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

23. AUTHORITY TO EXECUTE

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives as of the last date set forth below:

Signed:

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor (Date)

Leslie M. Kremer, Clerk (Date)

JOE RADER TOWING LLC

(Date)

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

Committee Action: HR: *Pending*
FIN: *Pending*

File Number: 21-0107

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 ☐					

WHEREAS, your Human Resources and Finance Committees reviewed the position and supports the reclassification request;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau to reclassify the Building Maintenance Coordinator (\$43,741 - \$61,237) to Facilities Manager (\$55,514 - \$83,270) effective upon the filling (or overfilling) of the anticipated vacancy.

Approved:

Katie Rosenberg, Mayor

Human Resource Committee Packet

December 14, 2020

Agenda Item
Discussion and possible action reclassifying the Business Development Specialist position as Economic Development Manager.
Background
In 2017, the Common Council approved the elimination of the Economic Development Manager position and the creation of the Assistant Planner position. In 2019, the Common Council approved the elimination of the Administrative Assistant III position and the creation of the Business Development Specialist position. The Business Development Specialist (salary grade 18, \$21.02-\$29.44) position was initially conceived as a liaison, responsible for the development of relationships between the City and businesses. This position was originally conceived as a technical support position for the economic development director position. The position has been filled for more than six months, and the department has realized that the responsibilities are greater than initially conceived. For succession planning and continuity purposes, the reclassification reflects additional responsibilities such as drafting economic development agreements. The position has also been expanded to include responsibilities for the City's overall marketing presence, including press releases and social media, and responsibility for oversight of Public Access programming and staff. The Human Resources Department has evaluated the new responsibilities under the Decision band matrix, and recommends that the Economic Development Manager position be classified at salary grade 15 (\$25.39-\$38.08).
Fiscal Impact
Approximately \$6,000 plus benefits.
Staff Recommendation
Approve the reclassification of the Business Development Specialist (SG18) to Economic Development Manager (SG15).
Staff contact: Toni Vanderboom (715-261-6634)



JOB DESCRIPTION

Economic Development Manager

Job Title:	Economic Development Manager	Reports To:	Community Development Director
Department:	Community Development	FLSA Status:	Exempt
Division:	Economic Development	EEO Code:	
Salary Grade:	15	Occupational Code:	
Employee Group:	General Employee	Training Category:	2-Professionals
Created:	12/14/2020	Last Revision:	

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

Purpose of the Position

The purpose of this position is to perform professional expertise and analytical work in supporting the comprehensive plan and economic development strategy for the City of Wausau and communicating those plans and goals to businesses and the broader community cohesively. The position is primarily responsible for implementing business retention and attraction efforts; encouraging the development of infrastructure and public amenities to support area business needs; marketing the City's efforts to residents, potential new businesses and strategic workforce populations including managing the City's marketing campaigns; and advocating for public policy and tools that improve the economic competitiveness and quality of life features of the City.

Essential Duties and Responsibilities

1. Develops and implements components of economic and business development to attract new and expanding industrial and commercial development to the City.
2. Develops and implements communication plans and strategy that build awareness and support for the City's programs and initiatives related to community and economic development opportunities and challenges. Assists in the coordination of the City's overall marketing presence, including developing and coordinating overall marketing and social media presence.
3. Facilitates the Economic Development Committee policy-making process by taking a lead role in the formation and implementation of the City's economic development strategy.
4. Provides technical assistance to businesses and community groups to communicate City initiatives, efforts and program tools that increase the City's economic competitiveness.
5. Exercises discretion in coordinating tailored assistance to businesses and assists in directing resources for short and long-term business expansion goals.
6. Develops drafts and presents terms of Development Agreements with new or expanding multi-tiered business developments to the Economic Development Committee, Joint Review Board and City Council. Coordinates with appropriate City departments when agreements are reached and as needed during agreement development.
7. Facilitates and coordinates the City's Tax Increment Financing district preparation and implementation of Tax Incremental Finance (TIF) plans while managing the Joint Review Process involving multiple departments within the City and outside stakeholders to accomplish creation and amendment of plans.
8. Gathers, analyzes and presents economic development trend information clearly and effectively in order to allow businesses and government officials to easily access the information.

9. Designs and implements of the economic development marketing program to attract new businesses to the City of Wausau by managing the Planning, Community and Economic Development websites and pages, the City of Wausau Government Facebook brand, and the Wausome.com branding initiatives, writing news releases, visiting business and industry representatives, and making public presentations.
10. Responsible for the development and management of the Government and Public Access Television programing and staff.
11. Advances the City of Wausau's position by representing the City at local, state and regional organizations and participates in the expanding professional field of economic development.
12. Consults with state and national agencies, developers, and commercial brokers; reviews and critiques large scale development proposals.
13. Assists with the department's financing programs and federal funding including administering the City's economic development fund.
14. Assists the department in administrative functions including preparation of program budgets and staffing.

Additional Duties and Responsibilities

- Researches and coordinates work between City departments and local firms to resolve problems and respond to inquiries.
- Develops and prepares applications for government and non-government funding of economic development, quality of life, and key infrastructure projects on behalf of the City and/or local businesses.
- Supports entrepreneurial programming, incubation and accelerator efforts of the Entrepreneurial & Educational Center, the Greater Wausau Chamber of Commerce and MCDEVCO.
- Provides information to the press, elected officials and the public regarding community and economic development issues.
- Performs various duties and special projects as assigned.

Education and Experience Requirements

Bachelor Degree in Economic Development or a closely-related field (including Business or Public Administration, Marketing, Finance, Accounting, Urban Planning, Political Science, Communications, Public Relations). Additionally a minimum of **four** years of experience working on related and specialized public communication initiatives or development programs, or the combination of education and experience that provides equivalent knowledge, skills, and abilities.

Certified Economic Developer designation from International Economic Development Council or equivalent obtained from the National Community Development Association or American Planning Association within five years of employment.

Knowledge, Skills and Abilities

MS-Word-Intermediate

MS Excel- Intermediate

MS PowerPoint- Intermediate

Social Media- Intermediate

- Ability to evaluate data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure and/or sort, as well as assemble, copy, record and transcribe data and information.
- Knowledge of the development of business plans and financial statements.
- Some knowledge of the use and creation of Tax incremental Financing (TIF) Districts and implementation of successful TIF project plans.

- Ability to decide the time, place, and sequence of operations within an organizational framework as well as the ability to oversee their execution.
- Ability to advise and provide interpretation regarding the application of laws, policies, procedures and standards related to economic development.
- Ability to utilize consulting and design data and information such as legal briefs, economic analysis, organizational analysis, census reports, survey data, employment reports, official plans, ordinances, resolutions, pending legislations, zoning matters, maps, State statutes and administrative codes and computer software operating manuals.
- Ability to communicate and effectively relate with- both orally and in writing- with land developers, consultants, contractors, business owners, Community Development personnel, City employees, community organization representatives, State and Federal governmental agencies and elected officials, and especially the local media and the general public.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information.
- Ability to coordinate eyes, hands, feet and limbs in performing semi-skilled movements.
- Ability to exert very moderate physical effort in sedentary to light work.
- Thorough knowledge of public relations and promotion techniques.
- Ability to maintain confidentiality of the department.
- Proficient with intermediate functions of all MS Office suite products.

Physical and Working Environment

Limited exposure to disagreeable elements such as dirt, temperature fluctuations, and/or limited exposure to weather conditions. Limited travel.

Normal mental and visual attention is required. Light physical demands to include bending, twisting, turning, and light lifting. Limited exposure to workplace hazards.

Acknowledgement

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

Signature of Department Director: _____ Date: _____

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

Printed Name: _____ Signature: _____ Date: _____

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

DRAFT

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

DATE/TIME: December 14, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Michael Martens, Lou Larson, Becky McElhaney, James Wadinski
MEMBERS ABSENT: Dawn Herbst,
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Reclassifying the Position of Business Development Specialist to Economic Development Manager.

Vanderboom explained that the Community Development Department had an Economic Development Manager position in the past that was removed to create an Assistant Planner position. Vanderboom talked with department staff about the organization of the department and it was found that bringing this position back would be beneficial. Additionally, the Business Development Manager position was a newly created position, and the position is functioning more in line with the Economic Development Manager job description and should be reclassified as such. The mayor spoke in favor of reclassifying the position. Martens asked if this would change the responsibilities of the Community Development Director position. Vanderboom said that the Director position should not change but that this change should take some of the day-to-day operational burdens related to economic development off of the Director. McElhaney talked in favor of reclassifying this position. The mayor indicated that this position would also work with Public Access.

Motion by Martens to reclassify the position of Business Development Specialist to Economic Development Manager. Second by Wadinski. All ayes. Motion passed 4-0.

Human Resource Committee Packet

December 14, 2020

Agenda Item
Discussion and possible action addressing pay compression between union and non-represented supervisory staff.
Background
In 2016 and 2019, the Common Council moved to adjust the compensation plan to account for internal alignment and pay compression within the Police Department. With new collective bargaining agreements being approved, this issue is up for review again. “Compression” is a common term for a lack of salary difference between staff and their supervisors. There is no universally accepted degree of spread, and there are some circumstances which may account for a line staff earning more than a supervisor (for example, a senior line staff with longevity with the company may earn more than a new supervisor without outside experience). The City of Wausau established 5% as a generally accepting spread in compensation.
Fiscal Impact
\$7400 plus benefits
Staff Recommendation
In the Transit Department, one compression item was identified. I recommend increasing the salary for one supervisor by one step increase effective 12/27/20. This will assure a 5% spread for this employee over the life of the current contract. In the Fire Department, one compression item was identified. I recommend increasing the salary for one battalion chief by one step increase effective 12/27/20. This will assure a 5% spread for this employee over the life of the current contract. In the Police Department, compression will be experienced by six Lieutenants mid-2021 and by eleven Lieutenants mid-2022. I recommend increasing the salary for the six affected Lieutenants effective upon the midyear increase represented in the contract. This will ensure a 5% spread for these employees in 2021. Compression with this group will continue to be monitored; if necessary, another adjustment may be brought before this Committee prior to the 2022 contracted increases.
Staff contact: Toni Vanderboom (715-261-6634)

DRAFT

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Discussion and Possible Action Addressing Compression Between Union and Non-Represented Supervisory Staff.

Vanderboom said now that the tentative agreements have been accepted, the City looks at compression issues that can arise between union employees and supervisors due to increases not being the same. The City prefers to have a 5% spread between union employees and the first line supervisors. Vanderboom said that some instances of compression were found that should be addressed and approved to bring to the Finance Committee for approval. Vanderboom went over the increases that are necessary with the committee. Larson asked if the increases were reflected in the budget. Vanderboom said that the increases were not included in the budget and therefore will need to go to the Finance Committee. Vanderboom said the amount is about \$7,400 plus benefits.

Motion by Larson to approve addressing compression between union and non-represented supervisory staff and forwarding to the Finance Committee. Second by Wadinski. All ayes. Motion passed 4-0.