



OFFICIAL NOTICE AND AGENDA - AMENDED

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	September 24, 2024 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
24-0901	COUN	Approve Minutes of a previous meeting(s) (09/10/2024).	Placed on file
24-0910	HR	Ordinance Amending Section 2.06.050 – Annual review of goals and objectives, Section 2.10.050 – Annual review of goals and objectives and Section 2.12.040 – Annual review of goals and objectives.	Approved 5-0
24-0911	I&F	Resolution Approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park).	Approved 5-0
12-0107	FIN	Resolution Approving contract for crossing guard services with All City Management Services, Inc.	Approved 5-0
24-0913	I&F	Resolution Accepting Easement with Frontier Communications for the placement of utilities at 725 Woods Place.	Approved 5-0
24-0914	I&F	Resolution Approving State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street.	Approved 5-0
24-0905	HR	Resolution Authorizing the creation of the Senior Collection System Technician position in Wausau Water Works.	Approved 5-0
24-0918	FIN	Resolution Approving Reprogramming of 2020 Community Development Block Grant CARES III funds and the 2022 Homme Homes Elevator Project into the Acquisition/Housing Development Activity.	Approved 5-0
24-0108	PH&S	Resolution Approving Various Licenses as Indicated.	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
24-0902	MAYOR	Mayor's Appointments	Placed on file
24-0912	PARKS	Resolution Approving Intergovernmental Agreement to Provide Park Services for City of Wausau Parks.	Approved 4-1
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
16-1110	FIN	Resolution Authorizing the Wausau Police Department to accept a Victims of Crime Act (VOCA) grant of \$100,347 per year for 3 years to continue the ongoing work of the Victim Resource Unit (VRU) and related budget modification.	Pending
23-1109X	FIN	Resolution Approving University of Wisconsin-Madison Service Agreement and related budget modification.	Pending
24-0915	FIN	Resolution Proceeding with airport terminal renovations construction project as temporarily City only funded project administered by Wisconsin Bureau of Aeronautics (BOA) with approximately 95% of project costs to be ultimately reimbursed with FAA funding, contingent on assurance from BOA that FAA reimbursement will occur: cost of \$1.4 million.	Pending
24-0916	HR	Resolution Approving amendment to Leave Donation Policy.	Pending
24-0917	HR	Resolution Approving security door policy.	Pending

CLOSED SESSION pursuant to Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding Marathon County Case No. 24CV40 Green Acres at Greenwood Hills, LLC vs. City of Wausau and Marathon County Case No. 23CV756 The Portage County Bank vs. Bull Falls Properties, LLC, et al regarding a Stipulation.

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

Public Comment & Suggestions

Adjournment

Signed by Mayor Doug Diny

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

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 10 2024, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

09/10/2024

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Proclamations

09/10/2024

The Mayor of the City of Wausau Proclaims:

- Graphic Packaging Day (September 8, 2024)
- Constitution Week (September 17 – 23, 2024)
- International Wisconsin American Ginseng Month (September 2024)

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

09/10/2024

1. Jay Coldwell, 3422 Horseshoe Spring Road - spoke in support of the solar array project.
2. Judy Lombard, 149988 Skylark Lane, Wausau - spoke in opposition to the humane officer proposal.

Presentation: Report from Sustainability, Energy, and Environment Committee on Current Initiatives

09/10/2024

Discussion was held. No action taken.

Consent Agenda

09/10/2024

Without objection, item 24-0904 was pulled from the consent agenda by the request of the Mayor and item 99-1104 was pulled from consideration by the request of the Mayor.

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

24-0901 from the Common Council Approve Minutes of a previous meeting(s) (08/19/2024).

24-0903 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) designating no parking on the east side of North 4th Avenue beginning at the intersection of Oak Street and extending 60 feet north, and designating no parking on the west side of North 4th Avenue between Oak Street and Bridge Street.

24-0908 Resolution from the Public Health & Safety Committee Approving Various Licenses as Indicated.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

24-0904

09/10/2024

Motion by Rasmussen, seconded by Watson, to adopt the Joint Resolution from the Human Resources Committee and Wausau Water Works Commission Approving Additional Staff at Wausau Water Works.

Larson questioned the need to add additional employees which would add to the budget of the utility in the context of the PILOT payments and a water facility that is automated. It was stated this was the recommendation of the Wausau Water Works Commission and the utility. Larson stated the extra three employees are not necessary.

Tierney questioned the wage comparisons presented and the appropriateness of the cities compared as they are cities in the southern part of the state with a higher cost of living. It was stated the comparisons were meant to reflect the job responsibilities and not staffing wages as the creation of the positions were the matter at hand. Tierney questioned why an increased workload for meter changeover for the utility did not need more staff while the utility is asking for more positions.

Rasmussen stated the city has an obligation to staff the utility, and if not staffed properly regulators would step in. It was stated this would address that deficiency to properly meet the needs of the facility.

Kilian questioned if it was true that the new facility, with the automation in place, needed less staff and if the utility is currently in non-compliance with staffing needs. It was stated the new facility did have more automation but with increased regulations and general maintenance of the facility requires more staffing. It was also stated the utility is currently in compliance with staff needs at this time and that future needs would necessitate hiring more staff.

Watson questioned if season hires were an option or if staff was all the same regardless of season. It was stated all positions need to be staff year-round minus season staff hired for mowing at facilities. Watson further questioned if this can be delayed and considered with the budget. It was stated this was an option and it was stated this would be part of a cost to continue with positions being filled over the years.

Rasmussen stated the format of the budget workshops would allow the budget to factor in this expense and prioritize other budget needs within the departments. Rasmussen stated concerns with waiting to staff the utility properly as it is in compliance now but could easily find itself with an order from the state in the future.

Tierney questioned if future staff may be requested as legislation requiring more regulations is implemented and if those additional staff would come to the Common Council. It was stated that was a possibility and any position requests would come before the Common Council.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	NO
9	Tierney, Vicki	YES
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 8

No Votes: 3

Abstain: 0

Not Voting: 0

Result: PASSED

24-0803

09/10/2024

Motion by Henke, seconded by Watson, to adopt the Resolution from the Economic Development Committee for the Authorization of the American Rescue Plan Act - Beneficiary Agreement and Attestation with the Wausau Community Development Authority.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO

4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

24-0813

09/10/2024

Motion by Lukens, seconded by Rasmussen, to adopt the Joint Resolution from Public Health & Safety and Human Resources Committees Recommending Approval of the Proposed Restructuring of the Animal Control Program within the Wausau Police Department.

Motion by Larson, seconded by Tierney, to amend 24-0813 to substitute the 7th whereas clause with “the proposed model to use one full time humane officer, and two part-time, non-sworn officers to allow up to 60 hours per week of animal control services which would include evening and weekend shifts for one year and then review data”; and remove in the 10th whereas clause “is a budget neutral restructure which”; and substitute the 11th whereas clause with “the proposed model would continue for one year, at which time a review of this model for delivery of animal control services would be reviewed”; and add as the 16th whereas clause “on August 19, 2024, the Common Council voted 8-2 to postpone to the next regular Council meeting scheduled for September 10, 2024, an amended version of the resolution under consideration, and to send it to Finance Committee on August 27, 2024”; and substitute the nowtherefore, be it resolved clause with “ by the Common Council of the City of Wausau that the current animal control program will continue to operate for one year with a full-time humane officer and two, part-time non-sworn officers for up to 60 hours per week of animal control services to include evenings and weekends as opposed to using a single employee to provide 40 hours of services during business hours.” and add a budget modification.

Rasmussen stated concerns with the amendment in that it spends more money on the program. It was stated research done by staff and the committees that reviewed the proposal found the current service model was inefficient. Rasmussen stated opposition to the amendment because it does not save money as the proposal as presented would be sufficient for the service needed.

Neal questioned and noted the fiscal impact of the proposal and stated opposition to the amendment.

McElhaney stated the program as originally intended included additional community services officers (CSO’s) which was meant to generate an enterprise fund for buy-in from other communities in the county. It was stated that never happened and the program now only has operation in the city. McElhaney stated opposition due to budget concerns.

Larson stated there was a need for an experienced full-time humane officer and stated support for the amendment.

Martens stated there were several deficiencies with the amendment in how staffing will occur within the department and the year long review of the program. Martens stated opposition to the amendment.

Kilian stated the amendment represents more than a financial issue. It was stated residents had expressed in the media and experts in the animal welfare businesses and organizations the need for a humane officer position. Kilian stated support for the amendment.

Watson questioned the fiscal impact of the amendment and the impact of the reserve fund which will be used to pay for the proposal as amended.

Lukens questioned if CSO’s were utilized for animal control services in another municipality. It was stated that if a CSO was available it was possible but that those non-sworn officers work during limited times of the year and it is possible they were not available when the service was needed in another municipality. Lukens stated the original program was meant for a larger area and this amendment proposes a level of service that may not be needed.

Rasmussen stated the last thing this needs is more money and more service as the level of service right now is not self-sustaining and carries cyclical levy pressure. It was stated the current program is not as robust and optimal as it needs to be and recommended trying the original plan as proposed.

Tierney shared concerns with not having two dedicated CSO's that will work year-round. It was stated the original proposal would have three part-time CSO's that are dedicated year-round to the animal control service. Tierney shared concerns of a revolving training cost.

Kilian stated the animal control services is not a one-person-job and stated a humane officer position in addition to the support of CSO's would provide adequate assistance and help to make the program self-sustaining.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Terry	YES
4	Neal, Tom	NO
5	Gisselman, Gary	YES
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	NO

Yes Votes: 4 No Votes: 7 Abstain: 0 Not Voting: 0 Result: FAILED

Martens stated support for the resolution as staff had thoroughly researched the program and provided an additional level of service that would have the ability to work year-round that provides evening and weekend hours.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	NO
4	Neal, Tom	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	NO
11	Henke, Chad	YES

Yes Votes: 7 No Votes: 4 Abstain: 0 Not Voting: 0 Result: PASSED

24-0907

09/10/2024

Without objection, item 24-0907 was taken out of order from the agenda.

Motion by Neal, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$9,100,000 General Obligation Promissory Notes.

Tierney pointed out a scrivener's error in the resolution which authorized \$9,100,000,000. It was stated that the agenda correctly listed \$9,100,000 and staff was directed to correct that scrivener's error in the resolution itself.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	NO
10	Larson, Lou	NO

Yes Votes: 9 11 Henke, Chad YES
 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASSED

23-1109V **09/10/2024**

Motion by Martens, seconded by Henke, to adopt the Resolution from the Finance Committee Approving of a Budget Amendment Recognizing the Grant Award of \$498,482.08 for a Wisconsin DNR Urban Forestry Inflation Reduction Act Grant for City of Wausau Tree Planting and Private Ash Mitigation Project.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

23-1109W **09/10/2024**

Motion by Watson, seconded by Lukens, to adopt the Resolution from the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Water Meters.

Henke stated opposition as the funding of the water meters was chosen over the solar array project at the water treatment plant.

Rasmussen stated the solar array had wide public support as a task force researching the project worked with the neighborhood to find consensus. Rasmussen questioned if additional funding could be secured for the solar array project. It was stated the project would move through the regular budget process to see if funding could be secured.

Lukens stated support for the solar array project and hoped that ARPA funds would have been applied to the project.

Henke stated the approval of this funding toward water meters did not kill the solar array project but moves the funding decision to the budget.

Gisselman stated support for the solar array project and stated concern for the timing of these two projects with the challenge of finding funding for the project. Gisselman stated the city was moving away from a strong endeavor towards alternative energy which is opposed to what the residents want.

Larson questioned the alternative funding for water meter replacements. It was stated there was no planned alternative for water meters at this time. Larson stated water meter replacements had been neglected for some time and stated support for both projects.

Lukens stated willingness to support the water meter replacement project as a number of residents see that as a concern. Lukens stated full support for the solar array project and hoped to find funding for the project in the future.

Martens stated the solar array project was a worthy endeavor and would save the utility money in the long run. It was stated there are concerns with the drawdown and deadline of ARPA funding if the solar array project could be contracted in time for the deadline. Martens stated this will help fund the additional cost to complete the project as an increase in revenue from accurate meter reads will support the full cost of the replacement. Martens stated a vote for the water meter project was not an opposition vote for the solar array.

Watson questioned the remainder of the ARPA funding allocation and if the contract for the water meter replacements could be secured by the deadline with an estimated lead time.

Gisselman stated citizens desire a solar array project and wants the city to move in that direction and wanted to see how the city will ensure the project gets completed.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES

Yes Votes: 9 11 Henke, Chad NO
No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASSED

24-0906 **09/10/2024**

Without objection, item 24-0906 was pulled from consideration by the request of the Mayor.

Suspend the Rules **09/10/2024**

Motion by Neal, seconded by Lukens, to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

23-1109U **09/10/2024**

Motion by Neal, seconded by Rasmussen, to adopt the Resolution from the Finance Committee Approving of a Budget Modification for Fire Department CPR Devices.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

CLOSED SESSION **09/10/2024**

Motion by Tierney, seconded by Lukens, to go into closed session pursuant to Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding a settlement offer from plaintiff in Marathon County Case No. 19CV162 Kenneth J. Stankowski, et al vs. City of Wausau.

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASSED

McElhaney is excused from the rest of the meeting at 8:45 p.m.

RECONVENED INTO OPEN SESSION to take action on closed session item, if necessary.

Public Comment & Suggestions **09/10/2024**

1. Tom Kilian, 133 E. Thomas Street – spoke on the humane officer position
2. Ashlee Bishop, 1203 N. 5th Street – spoke on the humane officer position

Adjourn **09/10/2024**

Motion by Henke, second by Larson, to adjourn the meeting. Motion carried. Meeting adjourned at 9:20 p.m.

Doug Diny, Mayor
Kaitlyn Bernarde, City Clerk

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

ORDINANCE OF HUMAN RESOURCES COMMITTEE			
Amending Section 2.06.050 – Annual review of goals and objectives, Section 2.10.050 – Annual review of goals and objectives and Section 2.12.040 – Annual review of goals and objectives.			
Committee Action:	Approved 5-0	Ordinance Number:	61-5969
Fiscal Impact:	None		
File Number:	24-0910	Date Introduced:	September 24, 2024

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

Add ()
Delete ()

Section 1. That Section 2.06.050 – Annual review of goals and objectives, is hereby amended to read as follows:

2.06.050 - Annual review of goals and objectives.

All officers appointed under the terms of this chapter shall be interviewed at least once annually by the Mayor, ~~together with the Human Resources Committee~~, to provide each a formal opportunity to discuss mutual concerns, goals and objectives.

Section 2. That Section 2.10.050 – Annual review of goals and objectives, is hereby amended to read as follows:

2.10.050 - Annual review of goals and objectives.

All officers appointed under the terms of this chapter shall be interviewed at least once annually by the Mayor, and the appointing authority, ~~and the Human Resources Committee~~ to provide each a formal opportunity to discuss mutual concerns, goals and objectives.

Section 3. That Section 2.12.040 – Annual review of goals and objectives, is hereby amended to read as follows:

2.12.040 - Annual review of goals and objectives.

All persons appointed under the terms of this chapter shall be interviewed at least once annually by the appointing authority ~~and/or the Human Resources Committee~~, to provide each a formal opportunity to discuss mutual concerns, goals and objectives.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall be in full force and effect on the day after its publication.

Adopted:

Approved:
Approved:
Published:
Attest:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION

DATE/TIME: March 11, at 4:45 p.m.

LOCATION: City Hall (407 Grant Street) – Council Chambers

MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens

MEMBERS ABSENT: Also Present: J. Henderson, A. Jacobson, J. Kopp, M. Barnes

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion on the Role and Responsibilities of the Human Resources Committee.

McElhaney said that questions emerged during the last budget season about the roles of committees, and Attorney Jacobson provided the information she found describing the role and responsibilities of the Human Resources Committee.

Gisselman asked if they were being asked to make recommendations to update the information provided, or, if they wanted to make revisions, how would that be accomplished? Jacobson explained that she has been working on this request with other committees as well to review their role and how the committee intertwines with others, not recommending any changes, but rather bringing information to the committee's attention. Jacobson explained that she went through the municipal code and found where the Human Resources Committee was mentioned and the Employee Handbook and provided her findings. Jacobson said that ideally all the information should appear where the committees are listed in the municipal code.

McElhaney asked if there is anything listed that the committee would like to change? Discussion took place regarding language in the ordinance pertaining to the Director of Public Works & Utilities and the Utility Commission overseeing management and compensation, and also the committee's responsibility of interviewing department directors and other appointed managers annually. Gisselman said that he would like to see the Madison ordinance for the Human Resources Committee to compare.

McElaney said no action would be taken on this item. Committee members should review the information provided and bring suggestions for any revisions to the next meeting.

DRAFT

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

DATE/TIME: April 8, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Kilian, Michael Martens
MEMBERS ABSENT:
Also Present: A. Keenan

The meeting of the Human Resources Committee was called to order by McElhaney.

Discussion and Possible Action Approving the Revision of the Role and Responsibilities of the Human Resources Committee.

City Attorney Anne Jacobson said that the information in the packet is what was presented last time along with the example from Madison. Jacobson said she could put together a resolution for what the committee decides to draft and provide it at the meeting.

McElhaney said that one of the duties of the committee that she had a question about was the interviewing of all appointed positions annually, as the committee has never done this. Jacobson said that she has never known this to happen either. McElhaney recommended removing the Human Resources Committee this language (municipal code 2.06.050). Gisselman questioned if it was something the mayor is doing or should be doing or if not, should the committee be doing it? McElhaney said that she would like the Human Resources Committee removed from 2.06.050, 2.10.050, and 2.12.040 of the municipal code.

Discussion took place and it was determined that the committee does talk with various employees about needs and staffing through any requests that they make, and that McElhaney's suggestions could be put forth as amendments to the municipal code. Gisselman asked if this could be done based on the language of the agenda item. Jacobson said yes.

Motion by Martens approving the revision of the role and responsibilities of the Human Resources Committee. Second by Herbst. All ayes. Motion passed 5-0.

RESOLUTION OF THE INFRASTRUCTURE AND FACILITIES COMMITTEE

Approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park).

Committee Action: Approved 5-0

Fiscal Impact: \$1.00

File Number: 24-0911

Date Introduced: September 24, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on September 11, 2018, the Common Council approved entering into a lease agreement with the Woodson YMCA Foundation Inc. (“YMCA”) for the use of a portion of Yawkey Park for the purpose of expanding their childcare program and creating an outdoor childcare play area; and

WHEREAS, on August 29, 2024, the City sold the southerly one-half of the Franklin Street vacated right-of-way to the YMCA which encompassed the leased premise; and

WHEREAS, as part of the closing, the lease was terminated; and

WHEREAS, the YMCA is requesting to temporarily relocate their outdoor childcare play area within Yawkey Park to allow for the construction of its expansion at the YMCA; and

WHEREAS, your Infrastructure and Facilities Committee, on September 12, 2024, discussed and recommended entering into a temporary lease agreement with the YMCA for the temporary relocation of their outdoor childcare play area from October 1, 2024 through May 31, 2025.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the attached Temporary Lease Agreement with Woodson YMCA Foundation Inc. and authorizes the proper City officials to execute the Temporary Lease Agreement.

Approved:

Doug Diny, Mayor

AGREEMENT FOR TEMPORARY LEASE OF A PORTION
OF
YAWKEY PARK

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Woodson YMCA Foundation Inc., hereinafter referred to as "YMCA";

WITNESSETH:

WHEREAS, CITY, is the owner of the park adjacent to the YMCA's property, in the City of Wausau; and

WHEREAS, YMCA wishes to lease a portion of the park, which is delineated on "Exhibit A" attached hereto and incorporated hereby reference and shall hereinafter be referred to as "LOT" to temporarily relocate their childcare facility, allowing YMCA to utilize the LOT for their childcare facility, and CITY will permit the lease of LOT, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except as hereinafter agreed, YMCA shall have the exclusive use of LOT for the provision of temporarily relocating their childcare facility; that in return, YMCA agrees to pay CITY \$1.00 as consideration.
2. This Lease shall commence on the date entered above and shall terminate on May 31, 2025.
3. LOT shall be continuously used as a part of YMCA's childcare program. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore. YMCA will keep LOT clean and attractive in appearance at all times.
4. YMCA shall keep LOT, and every part thereof and any fixtures or equipment contained therein, in good condition. If and when this lease is terminated, YMCA shall return LOT to its original condition.

Notwithstanding anything to the contrary contained herein, YMCA will keep, maintain, and preserve LOT in a first class condition.

5. YMCA will not make or allow any alterations, additions, improvements, or utility installations upon LOT without first obtaining the written consent of CITY. The term "utility installations," as used herein, shall include without limitation power panels, utility transformers, light fixtures, conduits, and wiring.
6. YMCA shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of YMCA's interest in this Lease or in LOT without CITY's prior written consent. Any attempted assignment, transfer, mortgage,

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(\$30 Charge to City of Wausau)

PIN: Part of 291.2907.253.0649

use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this Lease.

7. Nothing in this Lease shall be construed so as to authorize or permit any insurer of CITY or YMCA to be subrogated to any right of CITY or YMCA against the other party arising under this Lease. CITY and YMCA each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either CITY or YMCA shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either CITY or YMCA from obtaining any such policy.
8. Either party may terminate this Agreement upon 90 days' prior written notice to the other party.
9. YMCA hereby agrees that CITY shall not be liable for injury to YMCA's business or any loss of income or other consequential damages or for damage to the equipment or other property of YMCA, YMCA's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall CITY be liable for injury to YMCA's employees, agents, contractors, occupants, invitees, customers, sublessees, public citizens, or any other person in or about LOT.

YMCA shall indemnify, defend and hold harmless CITY from and against any and all claims arising from YMCA's use of LOT, or from the conduct of YMCA's business or from any activity, work or things done, permitted or suffered by YMCA in or about LOT or elsewhere and shall further indemnify, defend and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on YMCA's part to be performed under the terms of this Lease, or arising from any negligence of YMCA, or any of YMCA's sublessees, agents, customers, invitees, contractors, occupants, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against CITY by reason of any such claim, YMCA, upon notice from CITY, shall defend the same at YMCA's expense by counsel satisfactory to CITY. YMCA, as a material part of consideration to CITY, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and YMCA hereby waives all claims in respect thereof against CITY; however, the provisions in this paragraph shall not apply to those cases in which CITY is negligent.

10. CITY shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on LOT with limits of general liability not less than \$1,000,000 for death/or bodily injury, including personal injury, and property damage liability of not less than \$2,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of YMCA at its expense or other equipment, or personal property located in LOT.
11. YMCA will, at all times during the term of this Lease, and at its sole cost and expense, maintain the following insurance in full force and effect:
 - A. All-risk property insurance covering the full replacement value of all of YMCA's leasehold improvements, equipment, parking meters and personal property within LOT.

- B. Commercial general liability insurance naming CITY and YMCA as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use, occupancy, or maintenance of LOT with limits of general liability not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage. For each year in which this Lease is in effect, YMCA shall provide to CITY and any party designated by CITY a copy of the insurance policy endorsement or wording showing that CITY and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to CITY even if CITY has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.
12. The rights of YMCA under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against LOT and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that YMCA's rights under this Lease and possession of LOT shall not be disturbed so long as YMCA is not in default hereunder. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination YMCA shall promptly execute such further instruments as may be requested by CITY, including an instrument subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by CITY and/or any mortgagees or proposed mortgages. YMCA at the option of any mortgages agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof. Failure of YMCA to execute any of the above instruments within ten (10) days upon written request to do so by CITY, shall constitute a breach of this Lease and CITY will be entitled to, at its option; (i) execute, acknowledge, and deliver any such instrument on behalf of YMCA as YMCA's attorney-in-fact (YMCA hereby constituting and irrevocably appointing CITY as YMCA's attorney-in-fact for such purpose) and/or, (ii) cancel this Lease and terminate YMCA's interest therein.
13. YMCA shall at any time, upon not less than ten (10) days after the giving of written notice by CITY, execute, acknowledge and deliver to CITY or to such person designated by CITY, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to YMCA's knowledge, any uncured defaults on the part of CITY hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of YMCA, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by CITY. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of LOT.
14. In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party is entitled to recover all reasonable costs and expenses including reasonable attorneys' fees.
15. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by CITY to YMCA or by YMCA to CITY shall be deemed to be complied with, when and if, the following steps are taken:
- A. All payments required to be made by YMCA to CITY hereunder shall be payable to CITY at City of Wausau c/o Finance Department, 407 Grant Street, Wausau, WI 54403, or such other addresses CITY may specify from time to time by written notice delivered in accordance herewith.

B. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names as follows: YMCA: YMCA Attention Director, 707 N. 3rd Street, Wausau, WI 54403; and for CITY: City of Wausau, Attn: Finance Director, 407 Grant Street, Wausau, WI 54403, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

16. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
17. This Agreement shall run with the land during the period stated in paragraph 2 and shall be binding upon CITY, its successors in title, or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

[Signatures follow on next page]

Part of Lot 2 (Yawkey Park) of Certified Survey Map No. 19888 recorded as Document No. 1904150 in the Office of Register of Deeds for Marathon County, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Northerly 70 feet of the Southerly 138 feet of the Easterly 28 feet of the Westerly 36 feet of said Lot 2.

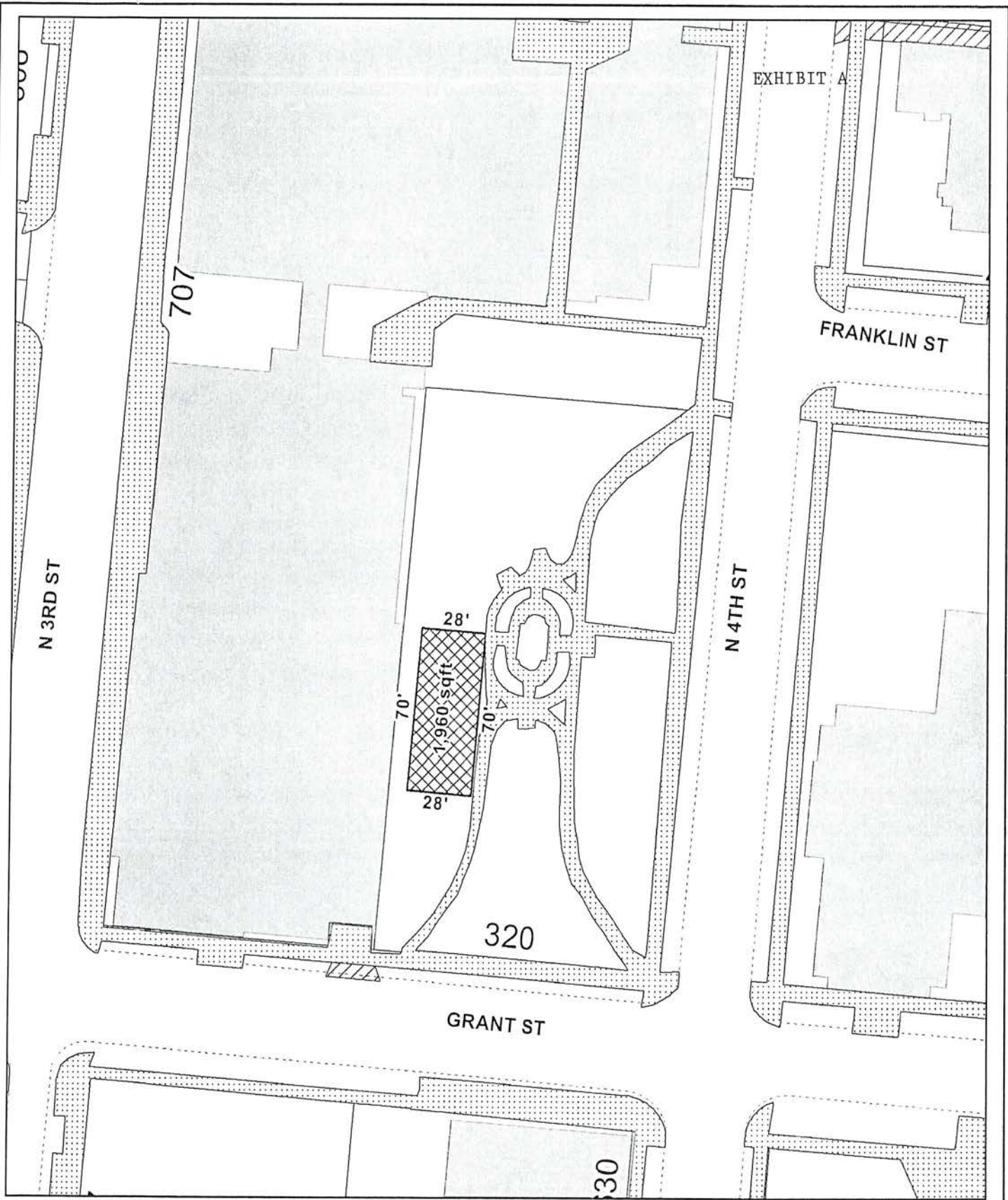


EXHIBIT A

707

N 3RD ST

FRANKLIN ST

N 4TH ST

28'
70'
1,960 sqft
70'
28'

320

GRANT ST

330

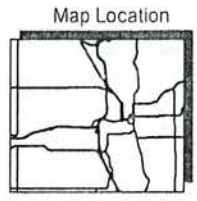


Map Date: September 5, 2024

City of Wausau
Marathon County Wisconsin



- Road Edge
- Sidewalks
- Driveways
- Existing Building Footprints
- Proposed Easement



INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: September 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal

Also Present: Mayor Diny, Eric Lindman, Anne Jacobson, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch, Mark Thuot – City of Schofield, Dan Borchardt – MSA, Eric Jones – CIP

Discussion and possible action approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)

This item was taken out of agenda order.

Jacobson explained that recently the City sold a portion of the vacated Franklin Street right-of-way to the YMCA for their upcoming expansion project. They had a permanent lease agreement with the City for the use of their childcare facility on the west end of Franklin Street. That lease was terminated since the entire area that was being leased to them was contained within the property we just sold to them. Now they need to move their childcare facility temporarily while they stage their construction project south of The Landing. They needed a minimum of 870 square feet to meet childcare regulations. A map is attached to the proposed lease showing 1,960 square feet that would not encumber any access, the sidewalk or fountain. This will be temporary. They expect to finish in the spring and the proposed lease ends in May. The YMCA paid the City approximately \$2,900 a year under the old lease. They proposed one dollar for consideration and that we do not charge them a monthly lease payment for the temporary lease since they are providing a critical service to our community. Approval of the temporary lease is recommended to move their childcare facilities during their construction.

Neal moved to approve. Larson seconded and the motion passed 5-0.

AGENDA ITEM
Discussion and possible action approving Temporary Lease Agreement with Woodson YMCA Foundation Inc. (Yawkey Park)
BACKGROUND
On August 29, 2024, the City sold the southerly one-half of the Franklin Street vacated right-of-way to the Woodson YMCA Foundation Inc. for expansion purposes. The City and YMCA had previously entered into a lease for a portion of the property for their outdoor childcare play area on September 19, 2018, so the lease was terminated as part of the sale. The YMCA is now looking to temporarily relocate the outdoor childcare play area to a location in Yawkey Park which would require the execution of a Temporary Lease Agreement, while construction of their expansion project is underway.
FISCAL IMPACT
STAFF RECOMMENDATION
Staff recommends approval of the Temporary Lease Agreement.
Staff contact: Anne Jacobson

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving contract for crossing guard services with All City Management Services, Inc.	
Committee Action:	Approved 5-0
Fiscal Impact:	2024/2025 - \$183,024 and 2025/2026 - \$194,853.60 with the Wausau School District paying 29.75 percent of the total cost
File Number:	12-0107
Date Introduced:	September 24, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source General Fund Budget</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$183,024 24/25</i>
SOURCE	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Wausau school district will fund 29.75%</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, on January 14, 2020, the city entered into a contract with All City Management Services, Inc. (“ACMS”) for crossing guard services; and

WHEREAS, the city has contracted with ACMS since 2020 and would like to enter into a contract for the 2024/2025 and 2025/2026 school years; and

WHEREAS, your Finance Committee, at their September 10, 2024 meeting, discussed and recommended approval of a sole source procurement method for crossing guard services in the amount of \$183,024 for the 2024/2025 school year and \$194,853.60 for the 2025/2026 school year.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the sole source procurement of crossing guard services with All City Management Services, Inc. and directs the appropriate city officials to enter into a contract for the 2024/2025 and 2025/2026 school years.

Approved:

Doug Diny, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, September 10, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Terry Kilian, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Tammy Stratz, Matt Barnes, Jeremy Kopp, Alder Henke

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action on a sole source purchase request for contract with All City Management Service crossing guards for the Wausau Police Department.

Motion by Tierney, seconded by Kilian, to approve the sole source request to continue to use All City Management Service. Motion carried 5-0.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=SKOTOf-gcPI>

DRAFT



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$10,000

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 \$10,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$10,001 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.

All City Management Services has been the contracted provider of crossing guard services to the City of Wausau for the last four years. This sole source request is to have All City Management Services continue to provide this service. The Wausau School District pays 29.75 percent of the total cost.

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

All City Management Services will provide crossing guard staff at the assigned locations.

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.

We are not aware of another provider of this service working in the State of Wisconsin.

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

Online searches and discussions with other municipalities in the State of Wisconsin.

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

We have been contracting with this organization for three years and increases are reasonable in our labor market.

6. 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: *Wausau Police Department*

Preparer: *Matthew Barnes*

Vendor Name: *All City Management Services*

Expected amount of purchase or contract: *\$183,024.00 for 24/25 school year and \$194,854.00 for the 25/26 school year.*

Department Head Signature: *Matthew Barnes* **Date:** *9/3/24*

Finance Director Signature: **Date:**



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June 30, 2024 and is between the CITY OF WAUSAU (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period commencing on or around July 1, 2024 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City as to personnel ready to deploy. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Contractor shall make every reasonable effort to maintain stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall make every reasonable effort to hire City's current Crossing Guards that are found to meet Contractor's established hiring guidelines.
3. The City's representative in dealing with the Contractor shall be designated by the City of Wausau.
4. The City shall determine the locations where Crossing Guards shall be furnished and the number of Crossing Guards to be furnished at each location by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. Effective November 1, 2021 if Contractor fails to provide services to a location where Crossing Guards are required, when school is in session as specified by adopted school calendars for Wausau School District, the Contractor shall pay or credit to City Thirty-five Dollars (\$35.00), per shift/report, per person, per location that is staffed by City

personnel. It is understood this penalty will be assessed in the interest of assuring that each location has the required coverage at all times during the period of this Agreement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the provisions of this Agreement and all applicable laws of the state and municipality in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state and municipality in which the Services are to be performed and best practices pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees in accordance with the laws and statutory limits of the State of Wisconsin. The Contractor shall further provide and maintain commercial general and automotive liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds together with an additional insured endorsement signed by the insurer's representative. Such insurance shall include commercial general and automobile liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents elected and appointed officials and representatives, from and against any and all actions, suits, claims for damages to persons or property, judgements, penalties, obligations, debts, demands, charges or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

- b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Eighty Cents (**\$32.80**) per hour, per Crossing Guard during the 2024-2025 term. Based on a minimum of fifteen (15) sites and upon a projected (5,580) hours of service the cost shall not exceed One Hundred Eighty-three Thousand, and Twenty-four Dollars (\$183,024.00) for the 2024-2025 school year, unless Contractor fails to perform service.
- The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-four Dollars and Ninety-two Cents (**\$34.92**) per hour, per Crossing Guard during the 2025-2026 term. Based on a minimum of fifteen (15) sites and upon a projected (5,580) hours of service the cost shall not exceed One Hundred Ninety-four Thousand, Eight Hundred and Fifty-four Dollars (\$194,853.60) for the 2025-2026 school year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

- 18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Wausau

All City Management Services, Inc.

By _____
Doug Diny, Mayor

By _____
D. Farwell, Corporate Secretary

Kaitlyn A. Bernarde, City Clerk

Date _____

Date _____

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

**RESOLUTION OF THE
INFRASTRUCTURE & FACILITIES COMMITTEE**

Accepting Easement with Frontier Communications for the placement of utilities at 725 Woods Place.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 24-0913

Date Introduced: September 24, 2024

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Frontier Communications is planning on placing a copper telecommunications service drop to 113 Pearl 3rd Street, City of Schofield; and

WHEREAS, in order to complete the installation, cable needs to be extended; and

WHEREAS, Frontier Communications has requested an easement on City-owned property at 725 Woods Place to install the facilities; and

WHEREAS, the easement would be along the east side of the property, near an existing fence; and

WHEREAS, your Infrastructure and Facilities Committee met on September 12, 2024 to review the proposed easement and recommends approval; now therefore

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

Approved:

Doug Diny, Mayor



August 21, 2024

City of Wausau
Wausau Municipal Airport
407 Grant St
Wausau, WI 54403

**RE: Frontier Communications
3598533 - Wausau**

To Whom this may concern,

Frontier Communications is planning on placing a copper telecommunications service drop to 113 Pearl St. Schofield, WI. Because the cable will be placed along private property, Frontier will need to acquire an easement from the current property owner(s) whose land the new cable will cross.

Enclosed is an easement document for your review, please sign it on the grantor line above your typed name(s) **in the presence of a notary public** and return it in the enclosed envelope.

Feel free to call or email me with questions at 435-623-6677, or row@jsitel.com.

Sincerely,

Alexia Simon

JSI

Enclosures: Easement Documents

DOCUMENT NO.	CONVEYANCE OF EASEMENT
--------------	---------------------------

FOR A VALUABLE CONSIDERATION \$1.00 Dollars
 City of Wausau, a municipal corporation, with an address of
407 Grant St. Wausau, WI 54403

FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, ("Grantor")
 hereby conveys and quit claims to Frontier North Inc. a Wisconsin Corporation,
 its successors and assigns, ("Grantee"), for a valuable consideration,
 an easement to construct, use, maintain, operate, alter, add to, repair,
 replace, and/or remove its facilities consisting of underground cables
 and wires, and for appurtenances for communication and/or other
 purposes upon, in, under, across and along that certain real property in
 Marathon County, State of Wisconsin,
 described as follows:

Space Reserved
 RETURN TO:
 Frontier Communications
 Attn: Joint Use Department
 4011 N. Clinton Street
 Fort Wayne, IN 46805

Parcel: 291-2807-122-0999

A strip of land 10ft in width, the centerline of which will be the first cable placed thereunder. See **Exhibit A** attached hereto and made a part hereof. Route of said strip is generally known as agreed to on the property described as:

A parcel of land location in the Northwest Quarter of the Northeast Quarter, Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, State of Wisconsin. As more particularly described in Document 535270, Marathon County Records.

The grantee, for itself, its successors and assigns, covenants that it will pay the reasonable value of any crop destroyed or other physical damage done to the property of the Grantors, their heirs, successors and assigns, arising at any time out of the exercise by it of the right herein granted.

The Grantee, its successors and assigns, shall have the right of ingress and to egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut and control the future growth of all trees and brush which may, in Grantee's judgement interfere with the use of said easement.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with the Grantee's use of said easement and this covenant shall be binding upon the Grantor's successors and assigns.

Date: _____ (Seal)

 Title

Exchange: Wausau _____ (Seal)

 Title

Work Order No: 3598533 _____
 Title

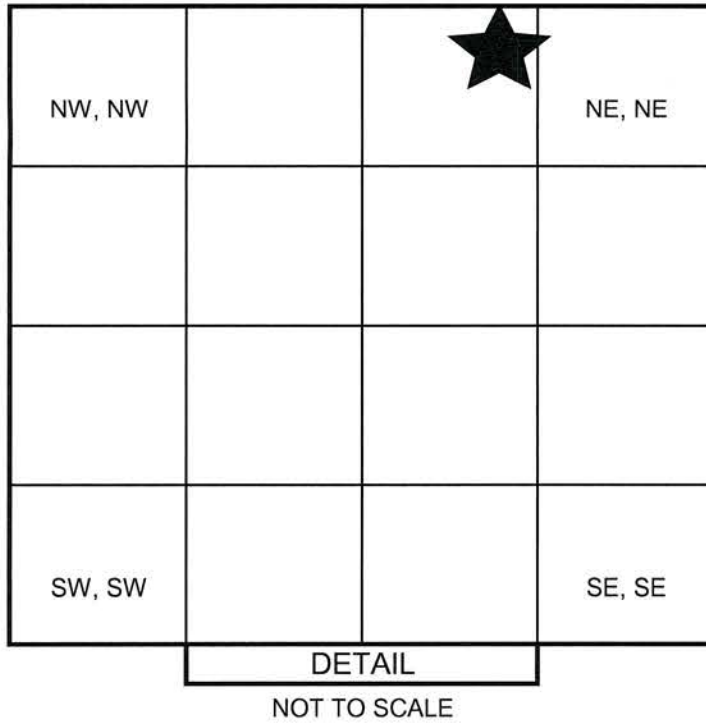
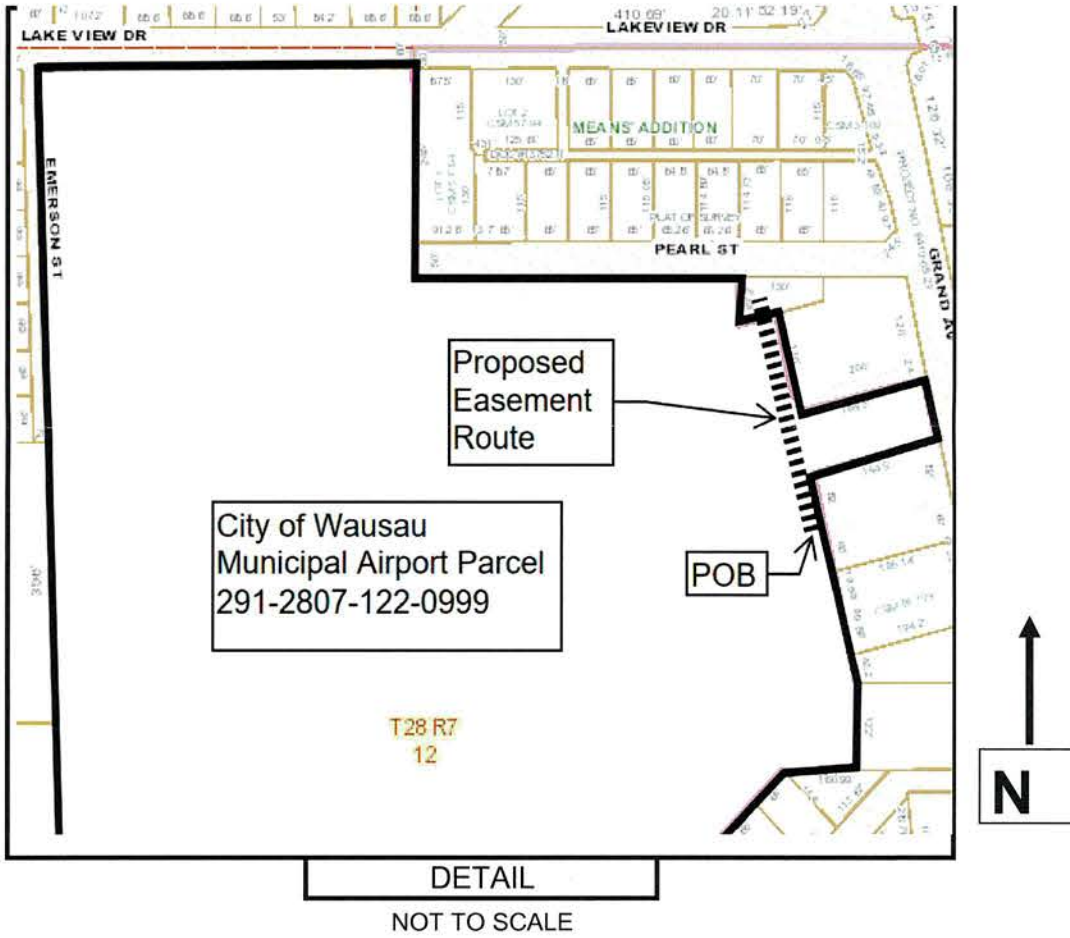
State of: _____)
 _____) S.S.
 County of _____)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

 Name typed or printed
 Notary Public _____ County,
 State of _____
 My Commission (Expires) (is) _____

This instrument was drafted by Frontier North Inc. by
Alexia Simon

EXHIBIT A



TWNSHP 28N RANGE 7E SECTION 12

CITY Wausau

COUNTY Marathon

STATE Wisconsin

TELEPHONE COMPANY Frontier Communications

Landowner Signature _____

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: September 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal

Also Present: Mayor Diny, Eric Lindman, Anne Jacobson, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch, Mark Thuot – City of Schofield, Dan Borchardt – MSA, Eric Jones – CIP

CONSENT AGENDA

- A. Approve minutes of the August 8, 2024 meeting**
 - B. Action on authorizing Downtown Snow/Ice removal**
 - C. Action on Stormwater Maintenance Agreement with ABC Supply Co. Inc. at 102 Fulton Street**
 - D. Action on Easement with Frontier Communications at 725 Woods Place**
-

There was a request to remove Item B from the consent agenda.

Watson moved to approve consent agenda Items A, C, and D. Neal seconded and the motion passed 5-0.

Item B – Neal questioned if the sidewalk on 2nd Street between Washington Street and Forest Street and the sidewalk in front of the Imaginarium and HOM Furniture should be added. Lindman explained this is contracted work and the businesses pay for it at the end of the year. Staff can reach out to those businesses to see if they will pay for it or if they want to take care of it themselves.

Neal moved to approve as presented and instructed staff to look at adding, if necessary, sections on 2nd Street and 3rd Street. Larson seconded and the motion passed 5-0.

Presentation by City of Schofield and MSA regarding the Eau Claire River Pedestrian Trail and Bridge

Mark Thuot, City of Schofield, and Dan Borchardt, MSA, presented on the Eau Claire River Pedestrian Trail and Bridge project. The entire presentation can be viewed at <https://www.youtube.com/watch?v=SYN0i7O-Bkk>.

This project falls within Martens district and he is familiar with the routes. He knows the importance of getting bicycle traffic off Grand Avenue and creating routes that gives cyclists reasons to go places. He loves the idea of connecting East Kent Street through the Eau Claire River to Grossman and also extending the trail along Northwestern. The hill on Northwestern Avenue is a pinch point. Alternative 1 has box culverts on the north and south sides of the railroad trussell. He asked if the south box culvert gives the City of Schofield opportunity for future development along the trail. Borchardt confirmed as they are looking to improve recreational access along that stretch of the river. Right now anyone who goes underneath there is technically trespassing. Martens asked if putting both culverts in at the same time is a lot cheaper and Borchardt confirmed. This is a long route and Martens asked if there would be stops along the route for people to enjoy the scenery. Borchardt said that is open for discussion. From a DOT or transportation perspective, they are not worried about viewing stops at this stage, but rather looking at feasibility.

Borchardt referred to the cost for no build. The DOT puts a value of life at \$10 million per fatality. The number of fatalities on Business 51 that were bike or pedestrian related is valued at \$20 million in the last 10 years. That is why they are interested in this study; we are getting to a point where life is more valuable than the cost of the improvements.

Martens asked about lighting. He understands the safety aspect of street lighting but is concerned of the effect on wildlife and maintaining a dark sky exposure. If lighting does come into play, he suggested having a primary downward throw and also a color temperature that is more acceptable to wildlife and maintaining a dark sky.

Neal asked what keeps the box culverts passable in terms of incursion of water from heavy rain. Borchardt said there is a sloped side to them and they would be slightly above the floodplain. Neal questioned if the railroad is

still adamant about not wanting crossings. Borchardt said they are willing to work on this crossing as it is not a direct crossing to the track, it is underneath the track. Crossing the track level would be trespassing.

Wesolowski questioned the cost breakdown. He noted the engineer/administrative cost is almost double the cost of the actual project. He also asked how MSA arrived at the 60.6% cost share for the City of Wausau. He asked why the City of Wausau has \$5 million in contingencies and the other two municipalities have \$1.2 million and \$1.9 million. Borchardt has this broken out in a detailed estimate that he can provide to Wesolowski.

A gentleman from the audience asked if MSA has done this type of evaluation anywhere else in Wisconsin. MSA has done feasibility studies for other communities in the State. He asked how the amount projected for those projects compared. Borchardt stated every site situation is different. This is a longer span bridge than most bridges. He asked how the final costs on the other projects came in. Borchardt said the cost is based on the current bid average and he could not think of an instance where they were off on their estimate.

Update on construction of the Lead Service Line Replacements

Eric Jones, CIP, stated they have currently replaced about 257 service lines. The goal for this first year is 553. They have identified 545 lines for replacement and are still canvassing to find the rest. 505 consent forms have been returned, so they are getting closer to the goal of 553. They are continuing to knock on doors. Next week Five Star Energy Services plans to bring in another crew and some administrative support. For the most part they are on schedule. They are currently working in the GD Jones and Werle Park areas. They are doing a couple of replacements tomorrow on 1st and 3rd Avenues. They will have flaggers and plan to take safety seriously. They do have a bi-monthly newsletter that just came out. They are sending out letters to unverified homes and leaving door stickers. They attend events at Community Partners Campus during the food bank. This has also been a great opportunity to try to employ some Wausau residents.

As the budget season approaches, Henke suggested providing an update in front of the full Council. Lindman will work with CIP to determine the best time for that update; it will probably be after the funding source comes out with the DNR.

Discussion and possible action on first revision to the State/Municipal Agreement for Grand Avenue, Kent Street to Thomas Street

This item was pulled from the agenda.

Discussion and possible action on State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street

When looking at streets for concrete pavement repair, staff noticed this section of 3rd Avenue had significant decay for its age. Staff met with the DOT and did core samples. The pavement was exhibiting ASR, which degrades the concrete faster. The DOT has agreed to replace the section of roadway.

Neal moved to approve. Seconded by Watson and the motion passed 5-0.

Discussion and possible action on closing 28th Avenue between Madonna Drive and West Wausau Avenue

Wesolowski indicated that 28th Avenue is closed from Maryann Lane on the north end and Maple Creek Road on the south end. There are road closed notifications and detours posted at West Wausau and at Madonna Drive. In talking with Henke, it was suggested to move the detour down to Madonna Drive instead of Maple Creek. Madonna Drive brings people to 32nd Avenue. 32nd Avenue is reconstructed and in better shape. The issue with using Maple Creek is traffic is going up 29th Avenue or 30th Avenue, which are not in great condition.

Henke has received comments from people on Maple Creek and 29th Avenue saying the road is deteriorating and they do not like the extra traffic. If the closure is moved to Madonna, it would be a good test run of what Option 2 would look like in the future. The current closure has been a good test of Option 1. Henke is putting an article

in the newsletter to lay this out. This will probably be discussed at every meeting going forward. There will be a presentation at the Werle Park December meeting.

Larson assumes the neighborhood is acclimated to the road being closed and using alternative routes. He is concerned that this might make it more of an inconvenience. It is a matter of 100'. Henke is going off what residents in the area have told him. Even though the detour signs say to use 32nd Avenue, traffic is still using 29th Avenue and cutting down Maple Creek Drive. Neither of those roads are in the greatest condition.

Larson moved to accept. Seconded by Neal.

Martens asked if moving the road closure south a block would affect any businesses or properties. Wesolowski said there are no driveways off 28th Avenue between Maple Creek and Madonna.

There being a motion and a second, motion to accept passed 5-0.

Adjourn

Watson moved to adjourn the meeting. Larson seconded and the motion carried 5-0. Meeting adjourned at approximately 6:30 p.m.

Agenda Item No.

1D

**STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Action on Easement with Frontier Communications at 725 Woods Place

BACKGROUND

Frontier Communications is seeking an easement at 725 Woods Place (Wausau Municipal Airport). The easement would be on the east side of the property near the existing fence. John Chmiel, Airport Manager, has reviewed the easement request and has no concerns.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approving the easement, the new easement and line location has minimal impact on the parcel.

Staff contact: Allen Wesolowski 715-261-6762

WHEREAS, the Infrastructure and Facilities Committee met on September 12, 2024 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to North 3rd Avenue, West Union Avenue to West Bridge Street.

Approved:

Doug Diny, Mayor



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: July 31, 2024
 I.D.: 6999-02-11, 21, & 81
 Road Name: Business 51
 Title: C Wausau, North 3rd Avenue
 Limits: W Union Street to W Bridge Street
 County: Marathon
 Roadway Length: 0.31 miles

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Third Avenue is the southbound direction of one-way pairs within the connecting street limits in the city of Wausau. The existing urban roadway pavement has deteriorated and is reaching the end of its service life. The existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The proposed improvement is a pavement replacement. Work consists of removing and replacing the existing pavement. The project will also upgrade cross walk curb ramps, complete curb and gutter and sidewalk replacement, and storm sewer repairs.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 3 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-02-11 ² Preliminary Engineering:	\$ 137,200	\$ 102,900	75%	\$ 34,300	25%
6999-02-21 ² Real Estate Acquisition:	\$ 30,000	\$ 30,000	100%	\$ -	0%
6999-02-81 ¹ Construction:					
² Roadway (cat 0010)	\$ 1,537,200	\$ 1,537,200	100%	\$ -	0%
Subtotal:	\$ 1,537,200	\$ 1,537,200		\$ -	
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 1,704,400	\$ 1,670,100		\$ 34,300	

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
- a) **Preliminary Engineering – 6999-02-11**: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.

- b) **Real Estate Acquisition – 6999-02-21:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisition related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual. Examples of some review and approval items are listed in the following table.

Contract services & fee for consultant services	Nominal Value approvals
Capability statement for consultant services	Administrative revisions
Appraisal reviews	Revised offers
Offering price approvals	Acquisition Stage Relocation Plan
Relocation computations	Revised relocation computations
Relocation claims	Sales Studies

The Municipality will be given a direct cash reimbursement for the approved real estate costs of this project. Reimbursement will be limited to one payment request for the total real estate expenditures when all real estate activities have been completed.

In order for the Municipality to receive reimbursement for acquiring the real estate, the State must be given copies of all the related documents for review and approval. The reimbursement will be based on detailed invoices and supporting documents provided by the Municipality to the State, which show actual expenditures.

Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the State for reimbursement.

Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project, will be acquired by the Municipality. Such remnants or additional lands will not be considered for reimbursement of their acquisition costs and must be purchased with Municipal funds. Post project disposal and/or use of these remnants and additional lands will be at the sole discretion of the Municipality.

All municipal lands, owned by the Municipality being party to this agreement, required for this improvement project shall be dedicated/donated as right of way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands.

- c) **Participating Construction – 6999-02-81:**

1. **Roadway Items (Category 010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalk costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 50% and the Municipality agrees to pay 50% of continuous new street lighting costs if necessitated by the project and only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the SMMA. The Municipality is responsible for 100% of any alternate design, over and above state standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

d) **Non-Participating Construction Local Utilities:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: September 12, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lou Larson, Michael Martens, Sarah Watson, Tom Neal

Also Present: Mayor Diny, Eric Lindman, Anne Jacobson, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch, Mark Thuot – City of Schofield, Dan Borchardt – MSA, Eric Jones – CIP

Discussion and possible action on State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street

When looking at streets for concrete pavement repair, staff noticed this section of 3rd Avenue had significant decay for its age. Staff met with the DOT and did core samples. The pavement was exhibiting ASR, which degrades the concrete faster. The DOT has agreed to replace the section of roadway.

Neal moved to approve. Seconded by Watson and the motion passed 5-0.

Agenda Item No.

5

**STAFF REPORT TO INFRASTRUCTURE AND FACILITIES
COMMITTEE – September 12, 2024**

AGENDA ITEM

Discussion and possible action on State/Municipal Agreement for North 3rd Avenue, West Union Avenue to West Bridge Street

BACKGROUND

North 3rd Ave is a connecting highway (Business 51). Being a connecting highway means the Wisconsin Department of Transportation (WDOT) is responsible for the reconstruction of the roadway. The engineering department requested the WDOT to evaluate this segment of roadway and the rapidly deteriorating concrete pavement condition. The WDOT tested the concrete and determined it has what is referred to as ASR, a condition which causes concrete pavements to rapidly deteriorate. Due to the ASR, the WDOT has agreed to reconstruct this segment of roadway. The State/Municipal agreement is attached. The WDOT will fund the reconstruction in accordance with the agreement.

FISCAL IMPACT

The fiscal impacts are outlined in the SMA. The City would pay 25% of the design cost, estimated to be \$34,300. The City would also be 100% responsible for any sewer or water costs on the project.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Authorizing the creation of the Senior Collection System Technician position in Wausau Water Works.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	24-0905
Date Introduced:	September 24, 2024

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

RESOLUTION

WHEREAS, your Water and Sewer Utility has proposed creating the position of Senior Collection System Technician in the Utility; and

WHEREAS, the funding for the full time position will come from the Utility; and

WHEREAS, the salary range will be Grade 18, MIN \$48,297.60 MID \$59,363.20, and MAX \$67,620.80

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are authorized and directed to create the position of Senior Collection System Technician and conduct recruitment and hiring of said position.

Approved:

Doug Diny, Mayor

DRAFT

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

DATE/TIME: August 12, 2024, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney (C), Terry Kilian (VC), Gary Gisselman, Michael Martens,
Vicki Tierney
MEMBERS ABSENT:
Also Present:

The meeting of the Human Resources Committee was called to order by McElhaney.

Approval of the July 8, 2024 Minutes.

Motion by Kilian to approve the July 8th minutes. Second by Martens. All ayes. Motion passed 4-0.

Human Resources Report for July 2024.

No questions were posed regarding the report.

Discussion and Possible Action Regarding the Discretionary Performance Incentive (DPI) Program.

Henderson explained that he brought this to the committee to determine if they would like to budget for it or not, as it is currently not in the budget. Henderson said that prior to his arrival at the City, departments used savings from their budgets to give DPI's, including vacancy savings, but the Finance Director has since said that vacancy savings cannot be used for this purpose. Henderson said faults in the program include performance evaluations not being done honestly, resulting in 95% receiving a rating of Exceeds to be eligible for a DPI, employees receiving up to 4.5% for a DPI on top of an annual increase, COLA, and any certification pay, and the majority of the requests come from one department. Henderson said that if council would like to put DPI's back in the budget that is fine, but he wanted to point out the issues with the program.

Tierney asked if salary employees are eligible for DPI's as well as hourly. Henderson said he isn't sure since he's told everyone that there isn't a budget for it since he's been here, but that he thinks they are eligible also. Tierney said from what she read it sounds like only hourly employees are eligible. Henderson said that there have been instances where someone has an issue with their pay and was given a DPI instead of going through the process. Tierney asked if there has been a conversation with the department that has a lot of requests. Henderson said that conversations have happened, but it is evident that the department does not like the City's compensation system and this is what they use to settle the score. Tierney asked how this get fixed; Henderson said that why he brought it forward.

Kilian said that it sounds like the way the program is set up that it is not viable for the City and that there are no guidelines for scoring performance evaluations or asking for a DPI. Kilian asked if requiring a supervisor to document specific criteria on the performance evaluations would make it viable. Henderson said that it may, but his main concern is equity with employees. Kilian said that if the HR Director feels that the program should not be budgeted and should be removed, she would respect that decision. Henderson said that he is looking for direction from the committee. Kilian said that maybe something else should be set up from Human Resources other than how it is set up now.

Tierney agreed that maybe the program need to be revamped so that a DPI can't be requested without more documentation, precise reasons, or process and isn't rubber stamped.

Gisselman said that he believes they want the program to be able to acknowledge great performance from the employees and a budget should be built for it. Gisselman said the program should not be thrown away and the City needs a way to reward employees who deserve it.

McElhaney said it may be a good idea to have an arbiter who reviews with the same standards for everyone so that all employees are treated the same. Tierney agreed and said that if one department is submitting a large number of requests, it should be reviewed and questioned, as DPI's should be for employees who are going above and beyond. Tierney said that she is not against a budget for DPI's because she feels that there are employees who deserve it, but the program should be looked at and changed so that it cannot be abused.

Martens said he sees the importance of the DPI program for employees that exceed expectations but believes that it should be reshaped. Martens suggested only allowing one step for a DPI as an option, or making the performance evaluations more rigorous so that employees are not easily classified as exceeding expectations.

McElhaney said that they should also look beyond base-building increases for rewarding employees and said that the HR Director could provide more options for this.

Kilian asked Henderson if Directors could be asked to provide more documentation with their requests and for Henderson to determine if the DPI is approved. Henderson said that since he is not in the departments, he would need to take the Director's word for it. Kilian asked if each department could have a budget for DPI's instead of it coming out of the general budget. Henderson said there would be an issue determining how much each department should get since sizes vary. Gisselman suggested creating department budgets for DPI's based on a percentage of their compensation budget or some other method. Henderson said a department could then divide out the DPI budget money equally at the end of the year, which would be counter-productive.

Henderson again expressed his concerns with the current program with base-building. Martens suggested proving each department with a DPI budget to be used for bonuses. Henderson said

that some people feel they are entitled to DPI's and some departments use it as a way to get around the City's compensation system, and doesn't feel that this is being a good steward of tax-payer money. Gisselman said that the DPI program should be a way to reward employees who have done something to deserve it during a specific instance or project, and feels that the policy should be looked at for ways to improve it. Henderson read an excerpt of a DPI request and said that every department director has a different definition of what going above and beyond means, and that it's the execution of the policy that is difficult.

McElhaney said that there needs to be a clear definition of what is considered meeting performance standards and what it means to exceed performance standards. Henderson said that when he started with the City he asked CVMIC to provide training to supervisors for how to complete performance evaluations to help with this issue but not a lot of supervisors attended.

Further discussion took place. Martens asked that suggestions to consider be brought back to the committee for revisions to the DPI program.

McElhaney asked if the committee would like the HR Director to bring back suggestions to the committee for ways to revise the DPI program. All agreed.

No vote was taken on this item.

Discussion and Possible Action to Approve the Senior Collection System Technician Job Description.

Henderson said that the addition of the position has already been approved and that this is just to approve the new job description since it did not exist before.

Motion by Gisselman to approve the Senior Collection System Technician job description. Second by Kilian. All ayes. Motion approved 5-0.

Discussion and Possible Action to Ratify the July 8, 2024 HR Committee Meeting Item 3 (Discussion and Possible Action to Restructure the City of Wausau Animal Control Program) in Open Meeting Format Due to Inadvertent Locked Door at City Hall.

Mayor Diny explained that this item was put on the agenda due to the front doors automatically locking during the last meeting and learning that people were locked out who tried to attend. Diny has asked for the door lock system to be reviewed and for possible updates to be integrated that could allow for some sort of notification to be provided that a person is outside.

McElhaney asked Tierney if she would like to speak to the issue since she was the committee member that was locked out during the last meeting. Tierney said that she was a little late due to unforeseen circumstances and did not have any way to notify the committee that she was outside. She emailed the committee chair, council chair, and the mayor about the violation to the open meetings law. Diny agreed to put this item back on the agenda so that Tierney could participate in the vote.

McElhaney asked Tierney if she had any comments that she would like to share about the agenda item and reminded everyone that the item still needs to go to Council for the final vote. Tierney said that she will vote for the CSO plan at this time.

McElhaney asked if anyone else had additional comments. Kilian thanked McElhaney and Diny for bringing the item back to the committee to ratify the vote.

Motion by Martens to approve the proposed restructure of the animal control program. Second by McElhaney. Motion passed 3-2.

Adjournment.

Motion to adjourn by Kilian. Second by Tierney. The meeting adjourned.

Rebecca McElhaney
Human Resources Committee, Chair

Video available: <https://www.youtube.com/watch?v=TuwGraJpGJU>

Human Resource Committee Packet

August 2024

Agenda Item
Discussion and possible action to approve job description for Senior Collection Tech
Background
Back in September of last year, HR committee approved the addition of 3 positions to the staffing plan for Water and Sewer. One of the positions, Senior Collection Tech is a new position, therefore the job description must be approved by HR Committee.
Fiscal Impact
The current fiscal impact of new position is as follows; the position is classified in salary grade 18. Min \$48,297.60 Mid \$59,363.20 Max \$67,620.80
Staff Recommendation
Discuss and possible action on approving job description for newly created Senior Collection Tech
Staff contact: James Henderson (715-261-6634)



JOB DESCRIPTION

Senior Collection System Technician

Job Title:	Senior Collection System Technician	Reports To:	Collections System Supervisor
Department:	Public Works & Utilities	FLSA Status:	Non-Exempt
Division:	Wastewater	EEO Code:	8-Service-Maintenance
Salary Grade:	18	Job Code:	CW
Employee Group:	General Employee	Training Category:	E-Specialized
Created:		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

This position is responsible for providing uninterrupted service to all customers by conducting and coordinating sewer collection maintenance, identifying problems, determining appropriate corrective actions, and operating specialized equipment to clean and repair sanitary sewers land manholes. This is accomplished by working closely with the Collection System Supervisor to ensure that these tasks are completed in a safe and timely manner.

Essential Duties and Responsibilities

1. Leads the Collection System operations team by establishing and prioritizing daily work, assigning tasks, assessment of crew, equipment and tools needed for tasks and reviewing completed work of maintenance and construction projects. Provides regular updates to supervisor.
2. Determine the proper use and maintenance of equipment including safety personal protective equipment (PPE). Properly select the appropriate safety equipment and PPE per assigned task. Ensure crewmembers follow safety procedures and use correct PPE for task. Assist with the maintenance and repair of multi-gas detectors.
3. May write S.O.Ps for equipment operation and job task procedures.
4. Review crew timesheets each week for accuracy and proper job costing.
5. Assist the Collections System Supervisor with training of staff.
6. Respond to public complaints, service requests and inquiries.
7. Orders parts, materials, and equipment as needed, adhering to the City's Procurement Policy. Monitors material and asset inventories. Tracks purchases and code invoices correctly for payment.
8. Work with the Collection System Supervisor to schedule and coordinate repairs to equipment, make recommendations on vehicle or equipment replacement, help research new equipment, scheduling demonstrations and assist in writing specifications for specialized tools and equipment.
9. Responsible for accurate GIS data entry, make edits/ map corrections in GIS and working closely with GIS Specialist to create and update specific layers / tables within geo database

to track various tasks, information, plot/log point repairs, pipe patches and rehab work completed.

10. Works with Collection System Supervisor, Engineering, and GIS divisions to assist with the coordination of future sewer main replacement and/or rehabilitation, preventative maintenance and make recommendations on project plans to verify the best interest of the department and city are being met.
11. Monitors sewer related construction activities associated with street reconstruction projects and sewer lining projects.
12. Prepare backup log reports. To include maps, photos and computer entry.
13. Locate sewer lines for contractors and utility companies, may contact Diggers Hotline for excavation projects as needed.
14. Coordinate and perform tasks of the collection system. To include the following: Repair and replace damaged sewer lines, force mains, and in-line sewer valves; direct tapping of sewer laterals and coordinate work schedule with contractors and plumbers, cleaning and unclogging the mainline pipe; rebuild manholes; responding to service requests and/or complaints; televising the gravity mainline and keeping records of work including footages and repairs; televising laterals using lateral launch equipment; locating laterals using pipe locator; take GPS coordinates using GPS device, drawing section maps of sewer lines; and locating points of inflow and infiltration.
15. Operate, and perform maintenance and repairs of all equipment. This includes: High pressure sewer cleaner (jetter), vac-truck and various attachments, rodder, trenchless rehab system, sewer televising inspection system with lateral launch, front end loader, skid steer, forklift, dump truck, sludge spreader, flushing tanker, air compressor, jackhammer, and concrete saw.
16. Assist in maintaining TV video system/software, coordinate televising tasks, transfer and log inspections, trouble shoot, oversee updates.
17. Assist Wastewater Treatment staff with the maintenance of Lift Stations as well as work with other departments as needed. Duties may include: snow plowing for DPW, repairing water main breaks for Water Distribution, or other work as deemed necessary for inner department aide.
18. Use and maintain snow removal equipment, including trucks with plows, end loader, snowblowers, and other various equipment as needed.
19. Other duties as assigned.

Additional Duties and Responsibilities

- Perform all duties associated with the Collection System Technician position.
- Assume daily responsibilities of the Collection System Supervisor in their absence.
- Performs other tasks and projects as assigned by the Wastewater Superintendent or his/her designee.

Education and Experience Requirements

- High School Diploma or equivalent with a minimum of 4 years of experience in the construction, maintenance, or repair of municipal sewer collection systems or municipal water distribution systems.

- Possession of a valid Class A Commercial Driver's License (CDL) without restrictions on air brakes with Tanker (N) endorsement and maintain throughout employment or the ability to obtain within 12 months of employment.
- Technical Knowledge:
 - Experience in Microsoft Word, Excel, and Outlook (Email).
 - Must have intermediate understanding of computers, tablets, smart phones, and online computer-based applications, which includes accessing web-based platforms.
- Ability to obtain Wisconsin Department of Natural Resource certificate (WAC NR114) for the Sanitary Sewage Collection System (SS) within 18 months of hire and maintain throughout employment.
- Ability to obtain the following certifications within 2 years of hire and maintain throughout employment:
 - Sub-Surface Utility Locating Course
 - Sewer Cleaning 102 Course
 - NASSCO Pipeline Assessment Certification Program (PACP)
 - NASSCO Lateral Assessment Certification Program (LACP)
 - NASSCO Manhole Assessment Certification Program (MACP)
 - NASSCO Inspector Training Certification Program (ITCP)

Preferred Qualifications

- Class A with tanker (N) endorsement Commercial Driver's License without restrictions on air brakes issued by the State of Wisconsin
- Wisconsin Department of Natural Resource certificate (WAC NR114) for the Sanitary Sewage Collection System (SS)
- Certifications in the following:
 - Sub-Surface Utility Locating Course
 - Sewer Cleaning 102 Course
 - NASSCO Pipeline Assessment Certification Program (PACP)
 - NASSCO Lateral Assessment Certification Program (LACP)
 - NASSCO Manhole Assessment Certification Program (MACP)
 - NASSCO Inspector Training Certification Program (ITCP)

Knowledge, Skills, and Abilities

- Physically able to perform heavy manual work in all weather conditions.
- Able to physically perform all duties outlined in the job description as well as all assigned assisting work as referred to in job description.
- Ability to perform manual labor. Must be able to frequently lift and/or move up to 125 pounds.
- Knowledge of all applicable safety practices, procedures, and regulations.
- Ability to work in confined spaces and be able to enter and exit these confined spaces.
- Knowledge of safe and efficient operation of conventional and specialized large and small vehicles and construction equipment typically used in sewer system maintenance.
- Knowledge of the proper methods, tools, materials, and equipment used for the repair and maintenance of sanitary sewer collection systems.
- Required to participate in rotating on-call 24-hour call shift to respond to emergencies. Must be able to answer and respond to emergency call-ins within a reasonable time in such instances.
- Ability to use a smart phone, tablet, or PC to navigate the City GIS system and related computer software. Ability to understand and operate equipment control panels.

- Strong attention to detail, ability to make sound decisions, and ability to work independently with minimum supervision.
- Must be able to work well under pressure and with changing demands of the job. Changes in staffing levels, City capital projects, plant and collection system emergencies, and nonscheduled tasks, may all result in immediate changes of job assignments related to plant and collection system.
- Ability to cooperate and communicate with other members of the staff, supervisor and public.
- Ability to perform basic mathematical calculations.
- Ability to follow directions and complete work and establish priorities.
- Ability to interpret a map and written directions.
- Ability to review and interpret construction plans.
- Ability to follow verbal and written orders.
- Ability to establish and maintain effective working relationships with staff and the public.
- Ability to maintain an even-tempered demeanor when dealing with adverse situations with Collection System Supervisor, co-workers, and customers.

Physical and Working Environment

Employee performs standard activities requiring physical effort. The duties of the job include physical activities such as stooping, kneeling, standing, walking, lifting objects weighing up to 125 pounds, fingering, grasping, talking, hearing/listening (perceiving sounds in order to understand signals such as spoken directions, warning alarms, or requests for information), seeing/observing, bending/twisting (of the neck, back, or torso in order to reach, lift, tend machines, move materials, etc.), reaching (extending the hands or arms in any direction in order to push, pull, or grasp an object or control), feeling (using the sense of touch in fingers, hands, or other body parts to sense the position or quality of objects) and climbing (ascending or descending steps, stairs, ladders, scaffolding, or machines). Specific vision abilities required include close, distance, and peripheral vision; depth perception; the ability to adjust focus; and distinguish objects clearly at 20 inches or less with glasses, if needed.

The employee may be exposed to disagreeable elements of high and low outdoor temperatures. The employee may be exposed to repetitive activities; intense or continuous noise; dirty environment; poor illumination; chemical hazards, and air contamination. The use of personal protection equipment (PPE) may be required, as there is significant exposure to hazards and conditions where there is a possible danger to life, health, or bodily injury, which may include mechanical, electrical, air contaminants, and heights. May be required to work in a physically confined worksite with cramped, small or restricted workplace making it difficult to stand, sit, or walk.

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, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Reprogramming of 2020 Community Development Block Grant CARES III funds and the 2022 Homme Homes Elevator Project into the Acquisition/Housing Development Activity.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	24-0918
Date Introduced:	September 24, 2024

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Comm. Develop. Block Grant funding
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: 126,875</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

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

WHEREAS, \$100,000 of 2020 CARES III funds were allocated to McDevco to assist micro-enterprise activities who were hit hard due to COVID-19. \$43,875 is remaining in that activity; and

WHEREAS, \$83,000 of 2022 CDBG funds were allocated to Homme Homes to assist with their elevator replacement project; of which that project has not been able to move forward in a timely manner;

WHEREAS, the Acquisition/Housing Development fund can be utilized to assist with acquiring properties that can be utilized for affordable housing projects or assisting with a non-profit acquire a property to assist with their programming;

WHEREAS it is necessary to reprogram the \$43,875 from the 2020 CARES III micro-enterprise activity and the \$83,000 from the 2022 Homme Homes elevator replacement project so these funds can be utilized in a timely manner according to federal guidelines, and

WHEREAS the Citizen's Advisory Committee for Community Development held a public hearing on August 29, 2024, to receive public comments on said reprogramming and recommends to the Finance Committee that said funds be reprogrammed as requested; and now therefore

BE IT RESOLVED, the Common Council of the City of Wausau hereby approves the reprogramming of \$43,875 from the 2020 CARES III fund and the \$83,000 from the 2022 Homme Homes Elevator Replacement activity to the Acquisition/Housing Development activity to assist with acquiring properties that can be utilized for affordable housing projects or assisting with a non-profit in acquiring a property to assist with their programming, and

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

Approved:

Doug Diny

FINANCE COMMITTEE

Date and Time: Tuesday, September 10, 2024, at 5:15 p.m., Council Chambers

Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Terry Kilian, Vicki Tierney

Others Present: Mayor Diny, MaryAnne Groat, Tammy Stratz, Matt Barnes, Jeremy Kopp, Alder Henke

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action on the reprogramming of the 2020 Community Development Block Grant CARES III and the 2022 Community Development Block Grant Homme Homes Elevator Project into the Acquisition/Housing Development Activity.

Motion by Gisselman, seconded by Kilian, to approve. Motion carried 5-0.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=SKOTOf-gcPI>

DRAFT



MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: Reprogramming of Community Development Block Grant funding

DATE: August 30, 2024

As you will recall during the 2020 CDBG CARES III funding process, MCDEVCO was allocated \$100,000 towards Micro Enterprise activities to assist small businesses that were hit hard due to Covid 19 with forgivable loans. This amount, as well as the CARES I funds, totaled over \$436,000 that MCDEVCO was allocated to assist these endeavors. As of this time, \$43,875 has been sitting with no requests since the second quarter of the year. We believe these funds can now be better utilized in our Acquisition/Housing Development fund for the development of an affordable housing project.

In addition, in 2022 Homme Homes was allocated \$83,000 to be used towards the elevator upgrade for their residents at Forest Park Village. Due to several leadership turnovers, they have not been able to fundraise enough to get this project moving forward in a timely manner. They are hoping this upcoming year they will be more successful and we may see another request from them. In the meantime, we need to reallocate these funds to make them more productive.

The Citizens Advisory Committee held a public meeting on Thursday, August 29, 2024, to receive public comment(s) on the proposed reprogramming of both of these project funds into the Acquisition/Housing Development fund. During the public hearing, two citizens made comments about their objection to the previous request from Catholic Charities to assist with the purchase of 740 Washington Street to house their offices and a larger Warming/Day Center. That proposal was pulled prior to the meeting. No other comments were made and the committee unanimously approved the total of \$126,875 to be reprogrammed to the Acquisition/Housing Development fund. This fund will be able to assist with the acquisition of parcels (vacant or current structures) that can be utilized to develop, rehabilitate, demo and rebuild into affordable housing units, offer to Habitat for Humanity for their program which will be made available to eligible households, or assist with a non-profit for gap financing with acquisition costs associated with purchasing a property for their endeavors. We are now bringing this request to you.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.



Council Date 09/24/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
201022	9027 - Class II	EICHTEN, ALEX	316 SCOTT ST WAUSAU WI 54403	ExhibiTour on 10/05/2024 Organized by Wausau River District					YES	



MEMORANDUM

DATE: September 20, 2024
TO: Kody Hart, Deputy City Clerk
FROM: Doug Diny
RE: Appointments

Please note that I will be appointing the following individuals. Please add this to the City Council Agenda packet for the meeting scheduled for Tuesday, September 24, 2024.

If you have any questions, feel free to call or email. Thank you.

Joint City of Wausau and Marathon County Homelessness Task Force

Terry Kilian (Alder Appointment)
Term Expires: Term of Task Force

Lisa Rasmussen (Alder Appointment)
Term Expires: Term of Task Force

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

RESOLUTION OF THE PARKS AND RECREATION COMMITTEE	
Approving Intergovernmental Agreement to Provide Park Services for City of Wausau Parks	
Committee Action:	4-1
Fiscal Impact:	None
File Number:	24-0912
Date Introduced:	September 24, 2024

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

RESOLUTION

WHEREAS, pursuant to Wisconsin Statute §§ 27.075(1), a county is permitted to exercise all powers of a local, legislative and administrative character for the purpose of governing, managing, controlling, improving and caring for public parks, parkways, boulevards and pleasure drives within a city upon the request of that city as evidenced by a resolution adopted by the governing bodies of the county and the city; and

WHEREAS, pursuant to Wis. Stat. § 27.075(4), the City may enter into necessary contracts with the County, and appropriate money to pay the County for the reasonable expenses incurred in rendering the park services assumed; and

WHEREAS, in a resolution numbered as File No. 71-0550, adopted October 31, 1974, the Common Council resolved to transfer its employees to the County, effective January 1, 1975; abolish its park commission; allow the County to create a Park Commission composed of seven members; allow the county to assume the powers and duties of both the city and the county, as provided for in secs. 27.02-.06; 27.08-.15; and Sec. 66.527 (now Sec. 66.0123), Wis. Stats.; share, on a 50-50 basis, the purchase price of all machinery and equipment purchased and used solely for park department purposes; share, on a 50-50 basis, the salary and fringe benefits of the specific administrative positions; and agree to adjust the 50-50 cost-sharing formula if it is no longer fair and equitable; and

WHEREAS, in a resolution being numbered as 69-74, adopted October 29, 1974, Marathon County resolved to accept as county employees, those employees working for the City of Wausau effective January 1, 1975; abolish its park commission; creates a Park Commission composed of seven members, which shall assume the powers and duties of both the city and the county, as provided for in Secs. 27.02 through .06; 27.08-.15; and Sec. 66.527 (now Sec. 66.0123), Wis. Stats., governing parks and recreation; share, on a 50-50 basis, the purchase price of all machinery and equipment purchased and used solely for park department purposes; share, on a 50-50 basis, the salary and fringe benefits of specifically names

County Park Department administration positions; agree to adjust the 50-50 cost-sharing formula if it is no longer fair and equitable; and

WHEREAS, there has been no formal contract between the City of Wausau and Marathon County, with the exception of an Agreement for City/County Park Governance, made August 25, 1992, which addressed only the composition of the County Parks Commission, consultation with the Mayor on certain personnel matters, and providing for termination of the Agreement; and

WHEREAS, the parties wish to memorialize the duties and responsibilities related to the operations and management of city parks, by setting forth the existing service levels for the purpose of enhancing the understanding of current and expected future service levels in an agreement; and

WHEREAS, your Parks and Recreation Committee recommended approval of this agreement at their meeting on June 3, 2024.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the Intergovernmental Agreement to Provide Park Services for City Parks.

Approved:

Doug Diny, Mayor

DRAFT

CITY OF WAUSAU PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 6, 2024 at 4:30 p.m.

Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Jamie Polley-Parks Director, Attorney Anne Jacobson, Kody Hart

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order at 4:30pm.

5. Educational Items A. Intergovernmental Agreement Process Update – In 1974 pursuant to Wisconsin Statute 27.075(1), the City delegated authority, through a resolution, to the County to govern, control, improve, and care for public parks, parkways, boulevards and pleasure drives. The County accepted this delegation through a resolution. Through these resolutions the City dissolved their parks program, transferring all employees and equipment to the County and both the City and the County abolished their respective park commissions/committees and formed that Park Commission. The Park Commission was established to assume the powers and duties of both the City and the County, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and secs. 66.527, Wis Statutes governing parks and recreation. Wisconsin Statute 27.075(4) also states that the City may enter into necessary contracts with the County, and appropriate money to pay the County for the reasonable expenses incurred in rendering the park services assumed. To date there has not been a formal contract for services. The County has managed and maintained the City parks based on the stipulations 2 laid out in each resolution and the City has appropriated funds for these services based on the same stipulations of each resolution. In 1992 the previous Parks, Recreation & Forestry Director developed a draft contract that was never presented to either entity. Updated intergovernmental agreement has been developed and will be presented to the County and the City for approval. The agreement memorializes the practices that the County and the City have been operating under for the past 50 years to effectively and efficiently manage the city and county park systems. The agreement does not include any changes to current operations but rather sets clear expectations of what the City expects of the County. Staff has asked to present to both the City Council and County Board in May providing both bodies the history of the department and current operations. The Intergovernmental agreement will then be presented to the Park Commission, Environmental Resources Committee and County Board in June and City Finance Committee and City Council in July.

Members shared their opinions on the value of having this Committee. Polley said that Committee structure would be a further discussion and wasn't a part of the intergovernmental agreement.

DRAFT

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: June 3, 2024 at 5:15 p.m.

Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Jamie Polley-Parks Director, Attorney Anne Jacobson

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order at 5:15pm.

2. Discussion and Possible Action to Approve Intergovernmental Agreement to Provide Park Services for the City of Wausau – Polley gave some history that in 1974 pursuant to Wisconsin Statute 27.075(1), the City delegated authority, through a resolution, to the County to govern, control, improve, and care for public parks, parkways, boulevards and pleasure drives. Wisconsin Statute 27.075(4) also states that the City may enter into necessary contracts with the County, and appropriate money to pay the County for the reasonable expenses incurred in rendering the park services assumed. To date there has not been a formal contract for services. The County has managed and maintained the City parks based on the stipulations laid out in each resolution and the City has appropriated funds for these services based on the same stipulations of each resolution. The proposed intergovernmental agreement documents the way that the County and the City have been operating for the past 50 years to effectively and efficiently manage the city and county park systems. The agreement identifies all of the resolutions that have set the framework of operations as well as details the current practices in place for operation and for funding staff, equipment, and improvements to the park system. The agreement does not include any changes to current operations but rather sets clear expectations of what the City expects of the County. Ultimately the City Council controls the funding that is allocated for the park operations, maintenance and improvements and therefore dictates the services expected with the funding provided. Rasmussen was in favor of the agreement and thought it was necessary to give some structure to the arrangement that's already happening. Watson was in favor and thought it protected the citizens to make sure they get the coverage they need. Larson while in favor of intergovernmental agreements was concerned about not having a say in how parks are operated. Motion by Watson, second by Rasmussen to accept the Intergovernmental Agreement to Provide Park Services for the City of Wausau contract. Motion carried by voice vote, vote reflected as 4-1 with Larson as the dissenting vote.

DRAFT

CITY OF WAUSAU – PARKS AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: August 5, 2024 at 5:15 p.m.

Location: Council Chambers, City Hall

Parks and Recreation Committee Members Present: Lou Larson (c), Carol Lukens, Tom Neal, Lisa Rasmussen, Sarah Watson

Others Present: Jamie Polley-Parks Director, Doug Diny-Mayor, Tegan Troutner-Assistant City Attorney, Eric Lindman – Public Works Director, MaryAnne Groat – Finance Director

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order at 5:15pm.

5. Discussion on Intergovernmental Agreement to Provide Park and Recreational Services for the City of Wausau – Mayor Diny had laid out a proposal looking to reduce costs overall by separating the joint city and county parks department and potentially bringing some of the work into the City possibly putting it under the city’s Department of Public Works. He mentioned the proposal was a starting point and would go through all the proper committees. It would require a year notice to the County. Committee members felt they should have had some background information before this was released to the news media and the public started to call them. They raised concerns that it wasn’t a vetted proposal and much more data was needed. They had questions in general about splitting up the joint department that had been integrated for the last fifty years. Questions were raised about the savings number on the proposal. They were concerned about putting more work on current city staff and room for storing equipment. Lindman felt it was worth taking a look at. Polley explained how the department uses a job costing system to track whether the work being done was for the City or County. She discussed how the department has been currently running the parks and discussed how the urban park system is a lot more specialized. Staff consists of certified pool operators and playground safety inspectors, there are turf maintenance specialists and others with skilled trades. MaryAnne Groat felt the Mayor’s proposal was to look at a different service delivery method and in this situation they would be looking at economies of scale. They are getting economies of scale by having a joint department and whether there would be more economies of scale is the question. She urged members to consider hiring an independent company that has the time to do a proper study. The cost would be anywhere from \$40,000 to \$90,000. She felt the difference would be very fine. Some members questioned the need for all of this. Rasmussen felt the arrangement has been working and the facilities are well run. More money is spent on parks today but that is because a lot of expensive amenities that people enjoy have been added. Diny felt there are savings and his proposal should be explored. He thought some staff work could be done to see if it was worth looking at the next step.

CITY OF WAUSAU, WISCONSIN

REPORT OF Personnel Committee Re: _____

City and County Park System

Dated May 10, 1971

FILE NO. 71-0550

Introduced May 11, 1971

Referred _____

Adopted MAY 11 1971

Filed _____

Other _____

To the Mayor and Common Council:

Your Personnel Committee wishes to report that it did, on April 26, 1971, meet jointly with the Personnel Committee of the Marathon County Board. The purpose of the meeting was to discuss the problems occurring as a result of the present city-county park departments.

After much discussion, it was decided that the committees recommend that a committee be formed to study the feasibility of a single park department, said committee to be appointed jointly by the Mayor of the City of Wausau and the Chairman of the Marathon County Board. After the study is completed, said committee is to report its findings to both bodies with its recommendations as to a future course of action to be taken.

Your Personnel Committee respectfully requests the Council to concur in this decision.

PERSONNEL COMMITTEE

Burt MacDonell

Robert C. Hilber

Allen C. Klo

Richard B. Anklam

Anthony E. Shefferson

Robert C. Hilber

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CITY OF WAUSAU, WISCONSIN

A RESOLUTION re. Park Personnel and 1975

Labor Negotiations.

FILE NO. 71-0550

Introduced Oct. 31, 1974

Referred

Reported Back

Adopted Oct. 31, 1974

Other

RESOLUTION

WHEREAS, in order Marathon County commence negotiating the 1975 terms and conditions of employment of those City of Wausau Park Department employees who become County employees on January 1, 1975.

NOW, THEREFORE,

BE IT RESOLVED, the ~~County Personnel Committee is hereby authorized to take all action necessary to implement the working relationship between the County and said employees,~~ hereinafter to be known as employees of the Marathon County Park Department.

PERSONNEL COMMITTEE

Peter J. Spragg

Robert C. Wilhel

Robert T. May

Johnson, Luchters

Shelby Johnson

0550-117

CITY OF WAUSAU, WISCONSIN

A RESOLUTION re. Administration of
City-County Parks.

FILE NO. 71-0550

Introduced April 14, 1975

Referred

Reported Back

Adopted April 14, 1975

Other as amended*

RESOLUTION

WHEREAS, a restriction on the use of Athletic Park appears in the deed thereto; and

WHEREAS, that restriction may result in title to the Park reverting to the donors' successor with the result, use of the Park be lost to all of us; and

WHEREAS, other problems have arisen in the implementation of county park board jurisdiction over Athletic Park;

NOW, THEREFORE, BE IT RESOLVED,

That the resolution adopted ^{October} ~~March~~ 31, 1974, be amended by the deletion of any and all references in paragraph 10. to Athletic Park;

FURTHER RESOLVED,

The following paragraph 11. be added to said resolution:

11. ~~The city shall retain policy and police powers jurisdiction over Athletic Park.~~ The Mayor shall appoint an appropriate body to oversee the facility.

LETE* {

COMMITTEE OF THE WHOLE

*Amendment

11. The city shall retain policy and police powers jurisdiction over Athletic Park until such time as the above can be resolved; ~~this period of time not to exceed one year.~~ The Mayor shall appoint the Coordinating Committee to serve as the body to oversee the facility in the interim.

Roger L. Otto
Roger L. Otto
Council President

Add Sylvan Hill to this paragraph per Coordinating Committee report adopted July 8, 1975.

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CITY OF WAUSAU, WISCONSIN

REPORT OF COMMITTEE OF THE WHOLE re.

Administration of City-County Parks.

Dated _____

FILE NO. 71-0550

Introduced April 14, 1975

Referred _____

Adopted April 14, 1975

Filed _____

Other _____

To the Mayor and Common Council:

For several years, a joint city-county study committee worked toward improving the administration of city and county parks. In 1972, Attorney General Warren issued an opinion, a county could not enforce city police powers in parks because at the time counties had only those powers granted by the constitution or the legislature.

As a result, sec. 27.075, Wis. Stats., was created wherein a county was authorized broad authority to exercise city powers in city parks upon proper action by both the city and county legislative bodies.

Effective January 1, 1975, a joint city-county resolution provided, among other things, a county park board exercise dominion over city parks. Paragraph 10. of that resolution reads:

"That Sylvan Hill and Athletic Park shall be leased by the county, from the city, for the sum of Ten Dollars (\$10.00) a year, each; that the two governing bodies shall, prior to December 31, 1974, execute a lease for each park. The terms and conditions of the leases shall be approved by the requisite city and county officials, prior to such approval by the governing bodies."

As the 1975 Spring baseball season approached, Wausau citizens objected to certain limitations that appeared imminent in the county administration of Athletic Park. Particularly, a clause in the deed granting the land to the city raised the possibility that ownership of Athletic Park could be permanently lost to all the citizens of Wausau and others who use it.

It may appear the council is taking a step backward if it adopts the attached resolution. On the other hand, if this plan to improve park policy and administration is not perfect and needs some adjustments, why not do it now?

71-0550

No one should be surprised by a few "growing pains". As man strives for better things, there are always "growing pains". We believe this problem is but one more obstacle to be overcome as the city and county try to improve their delivery of services for the lowest cost to the taxpayer. It is, after all, the voter and taxpayer who gains or loses by our actions. With that objective before us, we recommend the common council adopt the attached resolution.

COMMITTEE OF THE WHOLE

Roger L. Otto

Roger L. Otto
Council President

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CITY OF WAUSAU, WISCONSIN

REPORT OF Coordinating Committee

FILE NO. 71-0550

Introduced July 8, 1975

Referred _____

Adopted July 8, 1975

Filed _____

Other _____

Dated July 8, 1975

To the Mayor and Common Council:

Your Coordinating Committee wishes to report at their May 21, 1975, meeting they recommended to ~~delete paragraph #10 from Joint Resolution~~ re: City-County Park Department adopted October 13, 1974, and ~~add Sylvan Hill to paragraph #11 of Resolution~~ re: Administration of City-County Parks, adopted April 14, 1975.

At their meeting on May 29, 1975, they recommended that Athletic Park is to be cleaned after every game and the contract with the Mets is to be a two-year contract with a second year option.

Signed John L. Kannenberg
John L. Kannenberg, Chairman

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CITY OF WAUSAU, WISCONSIN

REPORT OF the Finance Committee Re:

Park Commission Per Diem

Dated May 10, 1976

FILE NO. 71-0550

Introduced May 11, 1976

Referred _____

Adopted May 11, 1976

Filed _____

Other _____

To the Mayor and Common Council:

Your Finance Committee has considered a request from the Marathon County Park Commission for the City of Wausau to pay 50% of the commissioners' per diems and mileage during the year 1975. At the time the merger took place, a resolution was adopted establishing the administrative costs that would be split on a 50/50 basis between the County and City of Wausau. This resolution did not provide for a sharing of per diem and mileage costs. Therefore, it is the recommendation of your Finance Committee that these charges be refused by the City of Wausau Common Council through the adoption of this report.

FINANCE COMMITTEE

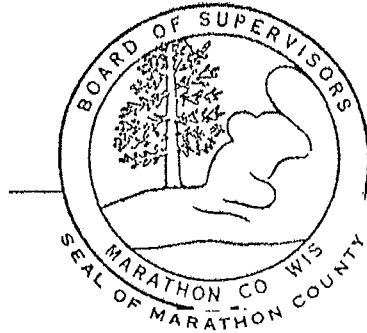
Roger Otto

Burt McDonald

Robert C. Hiller

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0550117

OFFICE OF
Raymond H. Ott
COUNTY CLERK



Marathon County
WAUSAU, WISCONSIN
54401

November 5, 1974

SUBJECT: Resolution 69-74

TO: Duane Corbin, Don Schultz

Enclosed is a certified copy of Resolution No. 69-74, A Joint City-County Resolution Pertaining to the City-County Park Department, which was adopted by the Marathon County Board of Supervisors at their Annual Meeting held on October 29, 1974.

Sincerely,

Raymond H. Ott
Marathon County Clerk

RHO:jr

Enclosure

A JOINT CITY-COUNTY RESOLUTION PERTAINING
TO THE CITY-COUNTY PARK DEPARTMENT.

WHEREAS, the City of Wausau and Marathon County created heretofore, a joint committee to study a proposal ^{THAT} the ^C County assume full responsibility for certain large parks owned, managed by, and located within the City of Wausau; and

WHEREAS, two large city parks are regularly used by many persons who are not city residents; and

WHEREAS, park department personnel and management responsibilities are presently administered both by the city and county; and

WHEREAS, the city is willing to transfer to, and the county is willing to assume responsibility for certain park operations, including a transfer of employees; and

WHEREAS, continued employment of that number of city employees now assigned to city park operations is of great concern to the city, the county, and said employees; and

WHEREAS, the county is willing to employ those city employees terminated as a result of this action,

NOW, THEREFORE,

BE IT RESOLVED,

1. The city shall release from employment that number of city employees presently assigned Park Department duties, and the employment of such employees is terminated, effective midnight, December 31, 1974.
2. Marathon County shall accept as county employees, effective 12:01 A.M., January 1, 1975, those employees presently working for the City of Wausau, which are released from city employment as a result of the within transfer of responsibilities. Such employees shall be assigned to duties in the Marathon County Park Department.

3. The city shall provide the county a roster of employees, including the name, position, date of hire, and present wage and benefit data for each employee affected by this resolution.
4. The city and the county hereby abolish, effective midnight, December 31, 1974, their respective park commissions as presently organized and constituted.
5. The county hereby creates, pursuant to sec. 27.075, a Park Commission composed of seven members, who shall assume the powers and duties of both the city and the county, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and sec. 66.527, Wis. Stats, governing parks and recreation.
6. The composition of such commission as to the terms of office of its commissioners and their method of appointment, shall be as set forth in the above statutes. The initial commissioners shall be appointed as follows: the Mayor of the City of Wausau shall provide to the Chairman of the Marathon County Board, three nominees for appointment to such commission, and the county board chairman shall appoint the city nominees, whose terms of office shall be apportioned amongst the seven member commission in such a manner that there shall always be three commissioners nominated by the Mayor of the City of Wausau serving on such commission. The four members appointed by the chairman of the county board shall be residents of Marathon County, but not of the City of Wausau. Thereafter, the residence of the Mayors nominees shall be as the Mayor may decide, but the chairman's nominees shall be non-Wausau residents.
7. The county and city shall share, on a 50-50 basis, the purchase price of all machinery and equipment purchased and used solely for park department purposes.
8. The county and city shall share, on a 50-50 basis,

the salary and fringe benefit costs of the following

County Park Department administrative positions:

- Superintendent of Parks
- Assistant Superintendent of Parks
- Park Forester
- Recreation Coordinator
- Administrative Assistant
- Business Manager
- Clerk Steno. II
- Clerk Steno. I
- Park Supervisor
- Construction Foreman
- Maintenance Foreman
- Horticulture Foreman
- Park Supplyman

9. If, in the future years a 50-50 formula no longer is fair and equitable, the parties shall readjust the cost sharing to conform to the facts.

~~10.~~ That Sylvan Hill and Athletic Park shall be leased by the county, from the city, for the sum of Ten Dollars (\$10.00) a year, each; that the two governing bodies shall, prior to December 31, 1974, execute a lease for each park. The terms and conditions of the leases shall be approved by the requisite city and county officials, prior to such approval by the governing bodies.

CITY-COUNTY PARK CONSOLIDATION STUDY COMMITTEE

Robert J. Silber

Robert J. Silber

John Henderson

Stanley J. Jitka

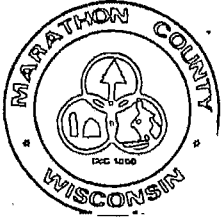
John W. Lincoln

Alfred Oswald

Wm. H. Hays

Charles Fort

Dated: Oct 29/74



MARATHON COUNTY

MEMORANDUM

TO: Ray Ott, County Clerk

FROM: CHARLES P. BALCZUN, COUNTY ADMINISTRATOR CPB

DATE: April 18, 1983

SUBJECT: AGENDA ITEM - PARK ENFORCEMENT RESPONSIBILITIES

Attached you will find correspondence to me dated April 12, 1983, from Duane L. Corbin in which he makes reference to a Wausau Common Council resolution with respect to park enforcement responsibilities.

Further, Mr. Corbin indicates that the above referenced resolution was approved by the Marathon County Park Commission and that the resolution be adopted by the Marathon County Board of Supervisors.

Please place this item on the May agenda of the Advisory Committee.

CPB/sj

Petition by Supervisor.....

Resolution by Supervisor.....

To the Honorable Board of Supervisors, Marathon County:

RESOLUTION
#30-83

WHEREAS: Pursuant to Wisconsin Statute 27.075, the Wausau Park System, and the Marathon County Park System were consolidated on January 1, 1975, and

WHEREAS: It is deemed to be in the public interest that the Marathon County Park Commission now also exercise law enforcement duties for municipal parks located within the corporate limits of the City of Wausau, and

WHEREAS: The Wausau Common Council, on March 22, 1983, adopted the attached resolution requesting Marathon County to adopt and enforce certain county ordinances in city parks.

NOW, THEREFORE BE IT RESOLVED: That the Marathon County Board of Supervisors does elect to assume the exercise of authorities and functions as set forth in the attached City of Wausau resolution, dated March 22, 1983, and

BE IT FURTHER RESOLVED: That the Marathon County Board of Supervisors does adopt the attached ordinance consistent with the attached resolution.

MARATHON COUNTY PARK COMMISSION

Harold S. Anderson
Charles A. Schaeffer

Dated this 10 day of May, 1983.

Fiscal Impact: There is no fiscal impact on the current park programs.

STATE OF WISCONSIN)
)SS
COUNTY OF MARATHON)

I, Raymond H. Ott, County Clerk in and for Marathon County, do hereby certify that the above was adopted by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held on May 24, 1983.

[Handwritten signature and initials]

Petition by Supervisor.....

Resolution by Supervisor.....

To the Honorable Board of Supervisors, Marathon County:

RESOLUTION

WHEREAS: Pursuant to Wisconsin Statute 27.075, the Wausau Park System and the Marathon County Park System were consolidated on January 1, 1975, and

WHEREAS: It is deemed to be in the public interest that the Marathon County Park Commission now also exercise law enforcement duties for municipal parks located within the corporate limits of the City of Wausau, and

WHEREAS: The Wausau Common Council, on March 22, 1983, adopted the attached resolution requesting Marathon County to adopt and enforce certain city ordinances in city parks,

NOW, THEREFORE BE IT RESOLVED: That the Marathon County Board of Supervisors does adopt the attached City of Wausau resolution, dated March 22, 1983, and

BE IT FURTHER RESOLVED: That the Marathon County Board of Supervisors does adopt the attached ordinance consistent with the attached resolution.

MARATHON COUNTY PARK COMMISSION

Dated this _____ day of _____, 1983.

15.1 City Parks. The terms "city park" and "Wausau Parks" are defined to mean all lands and water heretofore and hereafter acquired by the City of Wausau for park or recreational purposes, or placed under the jurisdiction of the Park Commission, and include, without limitation, parks, boulevards, triangles, swimming pools, and privately-owned lands, the use of which has been granted or leased to the City for park, recreational, or like public purposes. The following areas are designated as City of Wausau Parks:

Airport	Oak Island
Alexander	Picnic Island
Athletic	Pleasant View
Barker-Stewart Island	Radtke Point
Big Bull Falls	Reservoir
Boileau	Rib River
City Hall	Riverside
Forest	Schofield
Gilbert	Schulenburg
Hammond	Stewart
Isle of Ferns	Sylvan Hill
Kaiser Pool	Three "M"
Kelly	Woodson Park
Memorial	Yawkey

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15.2 Closing Hours. No person shall be within any city park between midnight and sunrise; (WMC 9.20.020(2))

15.3 Permit to Plant, Remove, Maintain, and Protect Trees and Shrubs. No person shall plant trees or shrubs in any public area within the City of Wausau unless a written permit is first obtained from the City Forester. No person shall trim, prune, remove, treat, spray, inject, fertilize, brace, do surgery work, cut above or below ground, or otherwise disturb any tree or shrub in any public area without obtaining a written permit from the City Forester. The permittee shall adhere to the arboricultural specifications and standards of workmanship set forth in the permit. A permit shall not be required to water trees and shrubs. (WMC 12.56.080)

SECTION 16 - PUBLIC MEETINGS AND SALES

16.1 Public Meetings. No person shall give or take part in any entertainment or exhibition or hold any public meeting or engage in public speaking in any city park without written consent of the Park Commission (WMC 9.20.020(4))

16.2 Sales. No person shall sell or offer for sale any goods, wares, or merchandise in any city park, except as authorized by the Park Commission and when holding proper licenses: (WMC 9.20.020(5))

16.3 Posting Bills or Advertising. No person shall distribute or post bills or advertisements in any city park without written consent of the Park Commission. (WMC 9.20.020(3))

SECTION 17 - PERSONAL CONDUCT AND NUISANCES

17.1 Loud and Unnecessary Noise Prohibited. No person shall make or cause to be made any loud, disturbing or unnecessary sounds or noises such as may tend to annoy or disturb another in or about any public street adjacent to any city park or within any city park. No person shall operate a loudspeaker from any vehicle within any city park except upon written permit issued by the mayor and the Park Commission upon such terms and conditions as will ensure that the public peace and said order will not be disturbed. (WMC 9.04.030)

SECTION 18 - DESTRUCTION, ENTRY, CLEANING, AND REFUSE

- 18.1 Damage to Trees and Shrubs. No person shall in any public area of the city: break, injure, mutilate, kill, or destroy any tree or shrub; permit any animal under his control to do so; permit any fire to injure any portion of any tree or shrub; permit any leak to exist in any gas line within the root zone of any tree or shrub; permit any toxic chemical to seep, drain, or be emptied on or about any tree or shrub; or permit electric wires to come in contact with any tree or shrub. During building operations, the builder shall erect suitable protective barriers around public trees and shrubs which may be injured, after first giving written notice to the City Forester. (WMC 12.56.040)
- 18.2 Fastening Materials to Trees and Shrubs No person shall fasten any sign, rope, wire, or other materials to or around or through any public trees or shrubs in the City of Wausau without obtaining a written permit from the City Forester, except in emergencies. (WMC 12.56.050)
- 18.3 Littering Prohibited. No person shall throw any glass, rubbish, waste, or filth upon the streets, public parks or upon the surface of any body of water within the city. (WMC 9.04.040)
- 18.4 Hot Ashes and Combustible Materials. No person shall deposit hot ashes or cinders, or smouldering coals, or greasy or oily substance liable to spontaneous ignition, into any wooden receptacle or place the same within ten feet of any combustible material within any city park, except in metal or other noncombustible receptacles. (WMC 17.28.010)
- 18.5 Dispensing Beverages. All beverages, except milk and coffee, sold, served, dispensed or given away at any outdoor fair, game, attraction, event, public function, or in any park located within the limits of the city shall be served in a paper or plastic container, and the original container shall be retained by the vendor. (WMC 6.28.010)
- 18.6 Metal & Glass Beverage Containers and Carry-Ins. No person shall carry into or on, possess, sell, give away, drink from or throw any metal or glass bottle or can, packaged, filled or labeled, by or for a bottler, distiller or brewer and containing, formerly containing, or apparently intended to be used as a container for a beverage in or on the grandstand at Marathon Park and the bleachers in front of same, the stadium and bleachers at Thom Football Field, the grandstand and bleachers at Athletic Park, and the bleachers at Memorial Park Boat Landing, and the Sunny Vale Softball Complex. (WMC 9.20.020(7))

SECTION 19 - VEHICLES

19.1 Vehicular Traffic. The following regulations shall apply to vehicles using the Wausau Parks:

Cont.

- (1) The speed limit shall be twelve (12) miles per hour;
- (2) Vehicles shall park only in designated spaces;
- (3) Vehicles shall not be operated off the driveways and roads;
- (4) Heavy traffic is prohibited.

(WMC 9.20.010)

19.2 Provisions of Selected State Laws Adopted by Reference

(1) STATE TRAFFIC FORFEITURE LAWS ADOPTED. Except as otherwise specifically provided in Section 19 or other ordinances, all provisions of Chapters 340 to 348 of the Wisconsin Statutes describing and defining regulations with respect to vehicles and traffic for which the penalty is a forfeiture only, including penalties to be imposed and procedure for prosecution, are adopted for Wausau parks and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this section. Sections of Chapters 340 through 348 adopted by reference shall include but not be limited to the following:

341.01	343.46
341.04(1);(2)	343.73
341.08(6)	344.01
341.11(4)	344.45 through 344.47
341.15	344.51
341.16(4)	345.01
341.42(4)	345.17
341.51(5)	345.20 through 345.53
341.55	345.55
341.57(3)	346.01 through 346.55
341.61	346.57(2) through (6)
341.62	346.595
341.63	346.60
342.05(4)	346.61
342.06(3)	346.62(1);(3)
342.15	346.63(1);(3);(4)
342.16	346.65(1);(2)
342.23	346.66
342.30 through 342.34	346.68
343.01	346.69
343.10(6)	346.70(1) through (5)
343.12(1)	346.71
343.125(1);(2)	346.72
343.19(2)	346.73
343.22(1)	346.77 through 346.82
343.305	346.87 through 346.95
343.35	347.01 through 347.30
343.45	347.35 through 347.50

(2) OTHER LAWS ADOPTED. There are also adopted by reference the following sections of the Wisconsin Statutes but the prosecution of such offenses under this Ordinance shall be as provided in Chapters 340 to 348 of the Wisconsin Statutes and the penalty for violation thereof shall be limited to a forfeiture as provided in Section 19.4 of this Ordinance.
(WMC 10.01.010)

19.3 Disorderly Conduct with a Motor Vehicle. No person shall, within any city park, by or through the use of a motor vehicle, motorcycle, snowmobile or mini-bike, under circumstances which tend to cause or provoke a disturbance or annoy one or more persons, engage in violent, abusive, unreasonably loud or otherwise disorderly conduct, including but not limited to unnecessary or deliberate or intentional: Spinning of wheels; squealing of tires; revving of the engine; blowing the horn(s); causing the engine to backfire; or causing the vehicle, while commencing to move or in motion, to raise one or more of its

19.3 and a nuisance, and whosoever is adjudged guilty of such conduct shall forfeit not less than twenty-five dollars, nor more than two hundred dollars, and the person or persons may also be enjoined from engaging in such conduct in the future. (WMC 10.01.011)

19.4 Penalty.

- (a) The penalty for violation of any provision of Section 19.2 shall be a forfeiture as herein provided together with the cost of prosecution imposed as provided in Sections 345.20 to 345.53, Wisconsin Statutes.
- (b) Except as provided in (c) below, for non-moving traffic offenses, forfeitures for violation of any provision of Chapters 341 to 348 adopted by reference in Section 19.2(1) of this Ordinance shall conform to forfeitures for violation of the comparable state offense, including any variations or increases for second offenses.
- (c) The forfeiture upon stipulation for the following non-moving traffic violations, as defined in the respective state statutory reference, shall be in accordance with the following schedule:

Improper parking on/off roadway (346.51(1))	\$4.00
Parking/standing where prohibited (346.53)	\$4.00
Stopping, standing or parking prohibited in places reserved for handicapped (346.505)	\$20.00
Parking in excess of stated time limit (over-time)	\$4.00
- (d) The forfeiture for other parking violations, shall be four dollars.
- (e) Payment. The forfeiture schedule shall be increased as follows, unless for good cause shown the District Attorney, or Chief Ranger extends such time limit:
 - (1) If a stipulation is not entered into within seven days commencing at six p.m. on the day the citation is issued, the forfeiture shall be increased by ten dollars.
 - (2) If a stipulation is not entered into within twenty-eight days commencing at six p.m. on the day the citation is issued, the forfeiture shall be increased by thirty dollars.
- (f) Stipulation Deposit
 - (1) The amount of the forfeiture for such violations shall be paid in cash, money order, bank check or by other means acceptable to the Circuit Court and shall be made payable to Marathon County. Such payment may be made by mail as provided on the citation. In the event the person receiving a citation transmits the citation by messenger or mail to the Courthouse, the Clerk of Court may require such person to print his name, post office address, his operator's license number and date of birth thereon as appropriate.
 - (2) No officer or county authority shall be personally or officially responsible for payment of any dishonored check in payment of any forfeiture.
- (g) Failure to Pay Forfeiture. The provisions of Section 345.28 of the Wisconsin Statutes are specifically incorporated herein by reference. If the alleged violator fails to pay the amount of the forfeiture as provided herein or to appear in court within twenty-eight days after the issuance of a non-moving traffic citation, Marathon County may take any or all of the actions authorized under Section 345.28, Wisconsin Statutes.
- (h) Costs. Any and all costs of the County, including the cost charged to the County for the program adopted pursuant to Section 345.28 of the Wisconsin Statutes, and court and/or prosecution costs, if any, shall be added to the forfeiture or payment required of the violator.

(1) dollar, nor more than one hundred dollars, for each such
Cont. offense, together with the costs of prosecution.
(WMC 10.01.080)

19.5 Enforcement Section 19 of this Ordinance shall be enforced in accordance with the provisions of Sections 345.20 to 345.53, Wisconsin Statutes. (WMC 10.01.090)

SECTION 20 - FIRES, FIREWORKS, FIREARMS, MISSILES

20.1 Fires. No fires shall be permitted in any city park, except for cooking purposes at designated places. (WMC 9.20.020(1))

20.2 Fireworks. Section 167.10 of the Wisconsin Statutes, regulating the sale and use of fireworks, exclusive of penalties, is adopted by reference as part of this code for Wausau parks. (WMC 9.12.010)

20.3 Discharging and Carrying Firearms. No person, except sheriff, constable, police officer or their deputies, shall fire or discharge any firearm, rifle, spring or air gun of any description within city parks or have any firearm, rifle, spring or air gun in his possession or under his control unless it is unloaded and knocked down or enclosed within a carrying case or other suitable container, provided that this section shall not prevent the maintenance and use of duly supervised rifle or pistol ranges or shooting galleries authorized by the common council. This subsection shall be deemed to prohibit hunting within city parks. (WMC 9.08.010)

20.4 Throwing or Shooting of Arrows, Stones and Other Missiles. No person shall throw or shoot any object, arrow, stone, snowball or other missile or projectile, by hand or any other means, at any other person or at, in or into any building, street, sidewalk, park, playground or other public place within the city. This subsection shall not apply to archery ranges under the supervision of the Park Commission. (WMC 9.08.020)

SECTION 21 - ANIMALS

21.1 Animals Running at Large.

- (a) It is unlawful to own, keep, or harbor a dog or cat or other animal and allow such animal to run at large in the city parks.
- (b) Under the provisions of this section, the animal shall be considered as running at large when it is not on the premises of its owner, unless it is on a leash, is being exercised, is in or upon a vehicle, or is in or on the property of another who does not object to the presence of such animal.
(WMC 8.08.190)

21.2 Exercising Animals. No person shall exercise or walk a dog on a leash more than six feet in length, in any city park, except that no leash is required where the dog has such training that the person who is conducting the exercise shall be able to cause the dog, upon command, to "heel." Evidence that such training is not present includes, but is not limited to, the dog touching other dogs, cats, animals or human beings after the order to "heel," or an equivalent command, has been or should have been given. (WMC 8.08.220)

21.3 Animal Excreta. Any animal which discharges feces or urine upon any city park may be picked up and confined in the animal pound as if it were a stray; the owner or custodian of the animal is deemed to have permitted the nuisance to arise, and shall be liable for a penalty as set forth in Section 24 of this ordinance.
(WMC 9.24.030(14))

21.4 Vicious Animals. The owner of any vicious animal shall keep it muzzled when exercising it in any city park. Where there is

21.4 animal muzzled, leashed or restrained. (WMC 8.08.200).
Cont.

SECTION 22 - ATHLETICS

22.1 Golf. No person shall play or practice golf in any city park.
(WMC 9.20.020(6))

SECTION 23 - COURT JURISDICTION OVER CERTAIN MINORS

23.1 Circuit Court Jurisdiction Over Persons Fourteen, Fifteen, Sixteen, and Seventeen Years of Age.

(a) Section 48.17(2), Wisconsin Statutes, is adopted.

(b) Subject to the provisions and limitations of Chapter 48, Laws of 1979, complaints alleging a violation of any provision of this code against persons fourteen, fifteen, sixteen, and seventeen years of age in Wausau parks may be brought in Marathon County Circuit Court.

(c) The court shall not impose incarceration as a penalty.

(d) In addition to any other provision of this code, no person age fourteen, fifteen, sixteen, or seventeen shall own, possess, ingest, buy, sell, trade, use as a beverage, give away, or otherwise control any intoxicating liquor or fermented malt beverage in any city park in violation of Chapter 125.07, Wisconsin Statutes. (WMC 9.04.020)

SECTION 24 - SCHEDULE OF CASH DEPOSITS - CITY ONLY

24.1 Section 15.2 Closing Hours: Deposit \$30.00

24.2 Section 16.1 Public Meetings: Deposit \$40.00

24.3 Section 16.2 Sales: Deposit \$40.00

24.4 Section 16.3 Posting Bills or Advertising: Deposit \$40.00

24.5 Section 17.1 Obscene Language: Deposit \$20.00

24.6 Section 17.2 Obscene Literature, Pictures, etc.: Deposit \$40.00

24.7 Section 17.3 Unnecessary Noise: Deposit \$20.00

24.8 Section 18.1 Damage to Trees and Shrubs: Deposit \$50.00 plus
restitution for damages.

24.9 Section 18.3 Littering: Deposit \$50.00

24.10 Section 18.4 Hot Ashes and Combustible Materials: Deposit \$50.00

24.11 Section 18.5 Dispensing Beverages: Deposit \$50.00

24.12 Section 18.6 Metal & Glass Beverage Containers and Carry-Ins:
Deposit \$10.00

24.13 Section 19.1 Vehicular Traffic: Deposit \$40.00

24.14 Section 19.3 Disorderly Conduct with a Motor Vehicle: Deposit \$40.00

24.15 Section 20.1 Fires: Deposit \$30.00

24.16 Section 20.2 Fireworks: Deposit \$30.00

24.17 Section 20.3 Firearms: Deposit \$30.00

24.18 Section 20.4 Throwing or Shooting of Missiles: Deposit \$30.00

24.19 Section 21.1 Animals Running at Large: Deposit \$10.00

24.20 Section 21.2 Exercising Animals: Deposit \$10.00

24.21 Section 21.3 Animal Excretia: Deposit \$10.00

24.22 Section 21.4 Vicious Animals: Deposit \$10.00

24.23 Section 22.1 Golf: Deposit \$10.00

CITY OF WAUSAU, WISCONSIN

JOINT

RESOLUTION re. City-County Park

Department:

FILE NO. 71-0550

Introduced Oct. 31, 1974

Referred

Reported Back

Adopted Oct. 31, 1974

Other

RESOLUTION

WHEREAS, the City of Wausau and Marathon County created, heretofore, a joint committee to study a proposal the county assume full responsibility for certain large parks owned, managed by, and located within the City of Wausau; and

WHEREAS, two large city parks are regularly used by many persons who are not city residents; and

WHEREAS, park department personnel and management responsibilities are presently administered both by the city and county; and

WHEREAS, the city is willing to transfer to, and the county is willing to assume responsibility for certain park operations, including a transfer of employees; and

WHEREAS, continued employment of that number of city employees now assigned to city park operations is of great concern to the city, the county, and said employees; and

WHEREAS, the county is willing to employ those city employees terminated as a result of this action,

NOW, THEREFORE, BE IT RESOLVED:

1. The city shall release from employment that number of city employees presently assigned Park Department duties, and the employment of such employees is terminated, effective midnight, December 31, 1974.
2. Marathon County shall accept as county employees, effective at 12:01 A.M., January 1, 1975, those employees presently working for the City of Wausau,

which are released from city employment as a result of the within transfer of responsibilities. Such employees shall be assigned to duties in the Marathon County Park Department.

3. The city shall provide the county a roster of employees, including the name, position, date of hire, and present wage and benefit data for each employee affected by this resolution.
4. The city and the county hereby abolish, effective midnight, December 31, 1974, their respective park commissions as presently organized and constituted.
5. The county hereby creates, pursuant to sec. 27.075, a Park Commission composed of seven members, who shall assume the powers and duties of both the city and the county, as provided for in secs. 27.02 thru .06; 27.08 thru .15; and sec. 66.527, Wis. Stats., governing parks and recreation.
6. The composition of such commission, as to the terms of office of its commissioners and their method of appointment, shall be as set forth in the above statutes. The initial commissioners shall be appointed as follows: The Mayor of the City of Wausau shall provide to the Chairman of the Marathon County Board, three nominees for appointment to such commission, and the county board chairman shall appoint the city nominees, whose terms of office shall be apportioned amongst the seven member commission in such a manner that there shall always be three commissioners nominated by the Mayor of the City of Wausau, serving on such commission. The four members appointed by the Chairman of the Marathon County Board shall be residents of Marathon County, but not of the City of Wausau. Thereafter, the residence of the Mayor's nominees shall be as the Mayor may decide, but the chairman's nominees shall be non-Wausau residents.
7. The county and city shall share, on a 50-50 basis, the purchase price of all machinery and equipment purchased and used solely for park department purposes.

8. The county and city shall share, on a 50-50 basis, the salary and fringe benefit costs of the following County Park Department administrative positions for 1975: (See List Below)
9. In future years, if the 50-50 formula no longer is fair and equitable, the parties shall readjust the cost sharing to conform to the facts.
10. That Sylvan Hill and Athletic Park shall be leased by the county, from the city, for the sum of Ten Dollars (\$10.00) a year, each; that the two governing bodies shall, prior to December 31, 1974, execute a lease for each park. The terms and conditions of the leases shall be approved by the requisite city and county officials, prior to such approval by the governing bodies.

excluded

COORDINATING COMMITTEE

Roger Otto
Robert C. Helber
John T. Hayes
John von Lichten
Richard B. Anklam

COUNTY PARK DEPARTMENT ADMINISTRATIVE POSITIONS FOR 1975:

- | | |
|-----------------------------|--------------------------|
| 1. Superintendent of Parks | 8. Clerk-Steno I |
| 2. Assistant Superintendent | 9. Park Supervisor |
| 3. Park Forester | 10. Construction Foreman |
| 4. Recreation Coordinator | 11. Maintenance Foreman |
| 5. Administrative Assistant | 12. Horticulture Foreman |
| 6. Business Manager | 13. Park Supply Man |
| 7. Clerk-Steno II | |

CITY OF WAUSAU, WISCONSIN

A RESOLUTION	Park Enforcement
	Responsibilities

FILE NO. 83-0332
 Introduced March 8, 1983
 Referred back to J+R.
 Reported Back _____
 Adopted _____
 Other _____

RESOLUTION

WHEREAS, pursuant to Wis. Stat. 27.075, the Wausau Common Council, on October 31, 1974, did authorize the transfer to the Marathon County Park Department of certain listed City personnel and management functions, and

WHEREAS, Marathon County by resolution dated October 24, 1974, did accept said personnel and management functions for parks located within the City of Wausau, and

WHEREAS, said City park functions included powers and duties as provided for in Sections 27.08 through 27.15, Wis. Stat., governing parks, and

WHEREAS, Section 27.08(2a), Wis. Stat., provides the power to control public parks and also to adopt and enforce rules and regulations to promote this purpose, and

WHEREAS, Section 27.075(1) and 66.119(2), Wis. Stats., states that the powers hereby conferred may be exercised by the County Board in any City or part thereof located in such county upon the request of any such city--., and

WHEREAS, Marathon County through its Park Commission has employed uniformed Park Rangers to carry out a park and visitor protection program, and

WHEREAS, it is deemed to be in the public interest and that Marathon County be specifically requested to exercise enforcement of the rules and regulations adopted for the control of public parks located within the corporate limits of the City of Wausau, and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau does request the Marathon County Board of Supervisors, ordaining as follows: to recommend changes to; and adopt and enforce City ordinances that regulate use by the public of the Wausau Park System. The following Wausau ordinances are recommended to Marathon County for adoption:

MICROFILMED

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3
2

6.28 Dispensing beverages at outdoor functions.
8.08.190 Animals not to run at large.
8.08.200 Vicious animals.
8.08.220 Exercising animals.
8.08.270 Penalty.
9.04.020 Municipal Court Jurisdiction over persons 14,
15, 16, 17 years of age.
9.04.030 Loud and unnecessary noise prohibited.
9.04.040 Littering prohibited.
9.04.100 Obscene language.
9.04.120 Obscene literature.
9.08 Weapons.
9.12.010 Fireworks and explosives.
9.20 Park regulations.
9.24.030(14) Health nuisances.
10.01 City vehicle traffic enforcement code.
12.56.040 Damage to trees and shrubs.
12.56.050 Fastening materials to trees and shrubs.
12.56.080 Permit to plant, remove, maintain and protect
trees and shrubs.
17.24.020 Trash burning restricted.
17.28.010 Hot ashes and other dangerous materials.

AND BE IT FURTHER RESOLVED, that enforcement authority is limited to City parks and is defined to mean all lands and water acquired by the City for park or recreational purposes or placed under the jurisdiction of the Marathon County Park Commission and include without limitation, parks, beaches, swimming pools, and privately-owned lands, the use of which has been granted or leased to the City for park, recreational or like public purposes.

JUDICIARY & REGULATORY COMMITTEE

Steve Bartolomeo

Steve Bartolomeo

Roger J. [Signature]

CITY OF WAUSAU, WISCONSIN

A RESOLUTION of the Judiciary & Regulatory Comm.

Re: Park Enforcement Responsibilities

FILE NO. 83-0332

Introduced March 22, 1983

Referred

Reported Back

Adopted March 22, 1983

Other

RESOLUTION

WHEREAS, pursuant to Wis. Stat. 27.075, the Wausau Common Council, on October 31, 1974, did authorize the transfer to the Marathon County Park Department of certain listed City personnel and management functions, and

WHEREAS, Marathon County, by resolution dated October 24, 1974, did accept said personnel and management functions for parks located within the City of Wausau, and

WHEREAS, said City park functions included powers and duties as provided for in Sections 27.08 through 27.15, Wis. Stat., governing parks, and

WHEREAS, Section 27.08(2a), Wis. Stat., provides the power to control public parks and also to adopt and enforce rules and regulations to promote this purpose, and

WHEREAS, Section 27.075(1) and 66.119(2), Wis. Stats., states that the powers hereby conferred may be exercised by the County Board in any City or part thereof located in such county upon the request of any such city--., and

WHEREAS, Marathon County through its Park Commission has employed uniformed Park Rangers to carry out a park and visitor protected program, and

WHEREAS, it is deemed to be in the public interest and that Marathon County be specifically requested to exercise enforcement of the rules and regulations adopted for the control of public parks located within the corporate limites of the City of Wauau, and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau does request the Marathon County Board of Supervisors, ordaining as follows: to recommend changes to; and adopt and enforce City ordinances that regulate use by the public of the Wausau Park System. The following Wausau ordinances are recommended to Marathon County for adoption:

MICROFILMED

830332

- 6.28 Dispensing beverages at outdoor functions.
- 8.08.190 Animals not to run at large.
- 8.08.200 Vicious animals.
- 8.08.220 Exercising animals.
- 8.08.270 Penalty.
- 9.04.020 Municipal Court Jurisdiction over persons 14, 15, 16, 17 years of age.
- 9.04.030 Loud and unnecessary noise prohibited.
- 9.04.040 Littering prohibited.
- 9.04.100 Obscene language.
- 9.04.120 Obscene literature.
- 9.08 Weapons.
- 9.12.010 Fireworks and explosives.
- 9.20 Park Regulations.
- 9.24.030(14) Health nuisances.
- 10.01 City vehicle traffic enforcement code.
- 12.56.040 Damage to trees and shrubs.
- 12.56.050 Fastening materials to trees and shrubs.
- 12.56.080 Permit to plant, remove, maintain and protect trees and shrubs.
- 17.24.020 Trash burning restricted.
- 17.28.010 Hot ashes and other dangerous materials.

AND, BE IT FURTHER RESOLVED, that enforcement authority is limited to City parks and is defined to mean all lands and water acquired by the City for park or recreational purposes or placed under the jurisdiction of the Marathon County Park Commission and include without limitation, parks, beaches, swimming pools, and privately-owned lands, the use of which has been granted or leased to the City for park, recreational or like public purposes.

JUDICIARY & REGULATORY COMMITTEE

Roger J. Otto

2008 10 03 08



COUNTY OF MARATHON

COURTHOUSE

WAUSAU, WISCONSIN 54401-5568

*Gay K.
City/County Parks
Agreement*

COUNTY CLERK
LOUANN E. FENHAUS
(715) 847-5500

MAYOR
SEP 2 1992
CITY OF WAUSAU

September 1, 1992

John Hess, Mayor
City of Wausau
407 Grant Street
Wausau, WI 54401

Dear John:

Attached is a certified copy of Marathon County Resolution #R-54-92,
clarifying the City-County Parks Agreement.

This resolution was adopted by the Marathon County Board of Supervisors
at their Adjourned Organizational meeting which was held August 25, 1992.

Yours truly,

Louann E. Fenhaus
Marathon County Clerk

kdk

cc: Bill Duncanson

RESOLUTION #R- 54 -92

RE: AGREEMENT CLARIFYING CITY-COUNTY PARK GOVERNANCE

WHEREAS, the County of Marathon and the City of Wausau have previously adopted resolutions concerning agreements defining the administration and management of City of Wausau parks; and

WHEREAS, the City's mayor and attorney and the County's administrator and corporation counsel ~~have agreed to modifying language desired to clarify the selection process for park commissioners and governance of city parks; and~~

WHEREAS, the Marathon County Park Commission and Director of Parks is supportive of said modifying language.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Marathon hereby ordains as follows:

1. Approving the ~~two-page Agreement~~ for City/County Park Governance, which is attached hereto and incorporated by reference as if fully set forth.
2. Authorizing and directing the County Administrator and County Clerk to execute said agreement.
3. Authorizing and directing the County Clerk to issue checks pursuant to this resolution and the Treasurer to honor same.

Dated: August 25, 1992

MARATHON COUNTY PARK COMMISSION

<u>Linda Lawrence</u>	<u>[Signature]</u>
<u>Robert Williamson</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

MARATHON COUNTY PLANNING COMMITTEE

<u>[Signature]</u>	<u>Lorraine Maly</u>
<u>[Signature]</u>	<u>[Signature]</u>

Fiscal Impact: None known.

WD/ded

Revised

7/30/92

AGREEMENT FOR CITY/COUNTY PARK GOVERNANCE

THIS AGREEMENT made this 25th day of August, 1992, by and between Marathon County, a Wisconsin municipal body corporate, hereinafter referred to as COUNTY and the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as CITY.

WHEREAS, CITY and COUNTY have previously adopted resolutions concerning the administration and management of CITY parks, CITY resolutions being numbered as File No. 71-0550, adopted October 31, 1974, and File No. 83-0332, adopted March 22, 1983, and COUNTY resolutions being numbered as 69-74, adopted OCTOBER 29, 1974, and 30-83, adopted May 24, 1983.

NOW, THEREFORE, under authority of Wisconsin Statutes 27.075, 66.30, 59.083, and 59.025, CITY and COUNTY agree as follows:

1. There shall be a ~~seven (7) member County Park Commission~~ appointed by the County Administrator under 27.02(2) and by this Agreement, members of the Park Commission appointed by the County Administrator and confirmed by the County Board shall consist of ~~three (3) members whose names shall be recommended by the Mayor of Wausau to the County Administrator and who shall be Common Council members~~, three (3) members who shall be County Board Supervisors residing outside the City limits, and one (1) member who shall be neither a City Council member or a County Board Supervisor, and ~~whose name shall be mutually agreed to by the Mayor and the County Administrator.~~ Members of the Park Commission shall serve a term of seven (7) years or until they are no longer serving as Common Council members or County Board Supervisors.

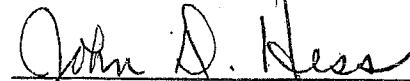
2. ~~The County Administrator shall consult with the Mayor~~ of Wausau in any matter pertaining to the hiring, termination, discipline, performance evaluation, or other personnel matter involving the County Director of Parks, however the decision of the County Administrator shall be final under authority of Statute 59.033(2)(b) and 27.03(2).

3. This agreement may be amended by mutual consent of both the City and County, with such amendment requiring formal action by both the County Board of Supervisors and the Common Council of the City of Wausau. This Agreement may be terminated by either the Common Council of the City or the County Board of Supervisors, however, ~~notice of such termination shall be required in writing and provided to the other party no less than twelve (12) months in advance of the proposed termination date.~~

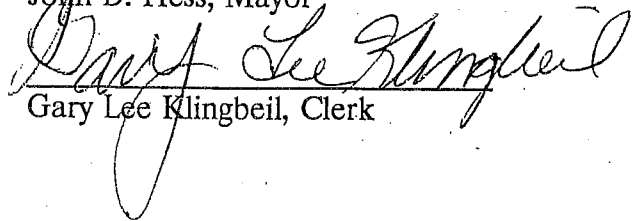
4. Within ninety (90) days of the effective date of this Agreement, the bylaws of the Park Commission in existence prior to this Agreement shall be changed to reflect this Agreement and to conform to current statutes.

5. To the extent that this Agreement conflicts with any previously adopted resolutions or agreements this Agreement shall control.

CITY OF WAUSAU BY:



John D. Hess, Mayor

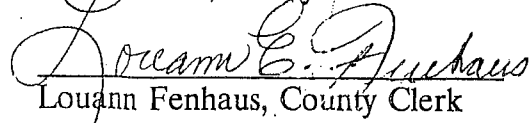


Gary Lee Klingbeil, Clerk

COUNTY OF MARATHON BY:



Morry McBain, County Administrator



Louann Fenhaus, County Clerk

**AGREEMENT BETWEEN
MARATHON COUNTY AND CITY OF WAUSAU
ASSIGNMENT OF LIABILITY FOR ACTS OF
THE MARATHON COUNTY PARKS, RECREATION, AND FORESTRY
DEPARTMENT EMPLOYEES**

THIS AGREEMENT made this 16th day of April, 2003, by and between Marathon County, a political subdivision of the State of Wisconsin, a municipal body corporate, hereinafter referred to as COUNTY, and the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the COUNTY and the CITY have adopted resolutions pursuant to §27.075 and §66.0301, Wis. Stats., vesting the COUNTY, in return for monetary consideration, with the powers of the CITY in regard to the CITY's parks, boulevards, parkways, and recreation programs; and

WHEREAS, to exercise these powers, the COUNTY utilizes persons employed by Marathon County in its Parks, Recreation, and Forestry Department, herein after referred to as DEPARTMENT; and

WHEREAS, §66.0301, Wis. Stats., permits counties and cities to enter into intergovernmental cooperation agreements.

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

1. By entering into this agreement, the COUNTY and the CITY do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
2. When employees of the DEPARTMENT are providing services and/or operating within the scope of their duties to COUNTY, whether on or off of COUNTY's property, those services, duties and operations shall be considered the sole responsibility of COUNTY for liability purposes.
3. CITY hereby agrees to release, indemnify, defend, and hold harmless COUNTY, their officials, officers, employees and agents from and against all judgements, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damages, or other liability, alleged or proven, as a result of inherent defects that exist within the parks, including but not limited to park design and faulty equipment and any other defects that are not within the scope of the services provided by the COUNTY.

4. COUNTY hereby agrees to release, indemnify, defend, and hold harmless CITY, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damages, or other liability, alleged or proven, resulting from or arising out of services, duties and operations provided by employees of the DEPARTMENT acting within the scope of the services provided to the CITY for its parks.
5. CITY will maintain General Liability and Auto Liability insurance with limits of no less than \$1 million per occurrence and shall furnish the COUNTY with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the COUNTY and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Marathon County Risk Management Division. Upon renewal of the required insurance and annually thereafter, the COUNTY shall receive a new Certificate of Insurance.
6. COUNTY shall will maintain General Liability and Auto Liability insurance with limits of no less than \$1 million per occurrence and shall furnish the CITY with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CITY and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the City of Wausau Finance Department. Upon renewal of the required insurance and annually thereafter, the CITY shall receive a new Certificate of Insurance.
7. Owners or lessees of vehicles being driven by employees of the DEPARTMENT while being driven on or off CITY or COUNTY property shall be considered as the sole responsible party for liability purposes and will provide Auto Liability insurance with limits of no less than \$1 million per occurrence.

Owners or lessees of non-licensed motorized equipment or vehicles operated by the DEPARTMENT while being operated on or off CITY or COUNTY property shall be considered as the sole responsible party for liability purposes and will provide General Liability insurance with limits of no less than \$1 million per occurrence.
8. COUNTY and CITY shall insure their own property at their own cost, except that equipment purchased jointly and property located at the Park Operations Shop shall be insured by COUNTY. CITY shall reimburse COUNTY for one-half of the insurance premium paid.

9. With respect to automobile liability and physical damage insurance, COUNTY shall provide insurance for all DEPARTMENT vehicles in its discretion. CITY shall reimburse the COUNTY for one-half the insurance premium paid.
10. With respect to other items of miscellaneous insurance, the COUNTY shall provide insurance at its discretion. CITY shall reimburse COUNTY for one-half of insurance premiums paid.
11. The Marathon County Risk Manager shall provide risk management services with respect to all matters arising under this agreement at a prorated cost between the COUNTY and CITY.
12. A deductible fund shall be established by the Marathon County Risk Manager to pay deductible costs. Contributions towards the deductible fund shall be prorated based on the percentage of premiums paid to provide insurance coverage.
13. This agreement shall be for a period of ten (10) years. However, either party may terminate this agreement for any reason at any time. The termination shall be effective one hundred twenty (120) days after written notice of termination is provided to the other party.
14. This agreement shall renew automatically unless a new agreement is substituted or expressly modifies this agreement, or unless this agreement is terminated as provided above. This agreement shall not be modified except by express written agreement of both parties.

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

MARATHON COUNTY BY:

Mary Jo Maly
Witness

Mort McBain
Mort McBain, Marathon County Administrator

Kristen Kordus
Witness

Nan Kottke
Nan Kottke, Marathon County Clerk

CITY OF WAUSAU BY:

Kathi J. Johnson
Witness

Linda Lawrence
Linda Lawrence, City of Wausau Mayor

Tom Brue
Witness

Kelly Michael-Saager
Kelly Michael-Saager, City of Wausau Clerk

H:\PKDATA\DUNC\MISC\CITYCOUNTYAGREEMENT 12/02

INTERGOVERNMENTAL AGREEMENT TO PROVIDE PARK AND RECREATIONAL SERVICES FOR THE
CITY OF WAUSAU

Recitals. The following recitals provide statutory, policy, and historical context for the creation of the Wausau and Marathon County Parks, Recreation, and Forestry Department and the delegation of City of Wausau Parks operations by the City of Wausau to Marathon County, a delegation under which city parks operations are managed.

WHEREAS, Wisconsin Statute Section 27.075(1) permits a County to exercise all powers of a local, legislative, and administrative character for the purpose of governing, managing, controlling, improving and caring for public parks, parkways, boulevards and pleasure drives within a city upon the request of that city as evidenced by a resolution adopted by a majority vote of the members-elect of the governing body of the city and County. Wis. Stat. § 27.075(4) permits the county and requesting city to enter into necessary contracts relative to these duties; and

WHEREAS, around 1925, the City of Wausau and Marathon County first elected to approach the service of parks and parkland within the City of Wausau through the hiring of a combined City-County Park Department Administrator. The first department administrator position was created and hired in 1926; and

WHEREAS, In 1971, a County-City Study Committee was created to study the organization of the Wausau Park Board and the Marathon County Park Commission for the purpose of combining these commissions into a single unit. As a result of these studies, per City of Wausau Resolution 71-0550 (Oct. 31, 1974) and COUNTY resolution R-69-74, the City of Wausau (hereinafter "CITY"), delegated to Marathon County (hereinafter "COUNTY") the authority to govern, manage, control, improve, and care for public parks, parkways, boulevards, and pleasure drives within CITY and contracted with the COUNTY for the provision of all CITY park operations, including sharing the cost of staffing and equipment. Under CITY Resolution 71-0550 and COUNTY Resolution R-69-74, a Park Commission was formed as the governing body of the City and County Parks. COUNTY Resolution #R-54-92 further clarified the CITY and COUNTY Park Governance structure of the Park Commission; and

WHEREAS, Under CITY Resolution #80332 and COUNTY resolution R-30-83, the CITY and COUNTY agreed that enforcement authority for City Park rules and ordinances would be delegated to COUNTY. Ordinances for the CITY and COUNTY parks were thereafter mirrored.

Purpose. This document memorializes the actions taken for the operations and management of the City of Wausau and Marathon County parks. This document further sets forth the existing service levels for Park Services provided by COUNTY for CITY. This document is intended to further clarify the understanding of current and future services levels for staff and elected officials.

Identification of Existing Services. The existing services provided by COUNTY to CITY are understood to be provided under the following terms:

- 1) *Operation.* The COUNTY Parks, Recreation & Forestry (PRF) Department shall operate and maintain all CITY parks in a reasonable and satisfactory manner to the CITY and as outlined herein. The Scope of Services provided by PRF to CITY shall be as further defined in the Scope of Services, attached hereto as Addendum A.

- a) *Authority of the Park Commission.* The COUNTY Park Commission is authorized to monitor and recommend policy relative to park services and programming provided to CITY. The Park Commission is specifically charged with approving all policy relative to implementation of park services by the Department, including those applicable to CITY. Any capital projects solely owned by or solely benefiting CITY shall be separately approved by CITY.
 - b) *Authority of the Department Director.* The COUNTY Director of PRF is authorized to act for and on behalf of the CITY in all City of Wausau park matters, subject to the duly authorized Marathon County Park Commission, as well as all applicable law.
- 2) *Status of Employees.* All regular employees of the PRF Department are considered to be COUNTY employees for all personnel and payroll purposes and are subject to the COUNTY rules, procedures and ordinances, including applicable COUNTY personnel and Human Resources policies.
 - 3) *Equipment and Machinery.* The COUNTY and the CITY shall share, on a 50/50 basis, the purchase price of machinery and equipment purchased and used solely for PRF Department purposes in both the CITY and COUNTY parks. Jointly purchased equipment will be titled in the COUNTY's name. The CITY and COUNTY shall allocate equal funds in the amount of \$209,680 or greater, the exact amount to be set by the County Board in its annual budget, to PRF Rolling Stock.
 - 4) *Staff costs.* The CITY and the COUNTY shall share the full cost, based on hours worked, of all COUNTY PRF department staff including administrative, professional, supervisory staff, seasonal, and part-time staff, with the exception of those positions that are directly allocated to specific CITY or COUNTY programs. Any additional full-time staff positions requested by the Department shall be duly approved by both the CITY and the COUNTY prior to filling of such additional positions during the budget cycle, and once approved shall be reimbursable at 50% shared cost or as identified in approved position requests under this section. The COUNTY shall provide recommendations from the County Human Resources Department in regard to new positions, and staffing levels. The CITY shall fully fund those positions which are used exclusively for CITY park operations; however, such individuals will also be COUNTY employees and subject to the same employment terms as all other employees of the Department.
 - 5) *Facility costs.* The CITY shall reimburse the COUNTY on a 50/50 basis for the cost of PRF Department administrative office space and utilities provided in COUNTY owned facilities. Costs associated with the use, operation, and maintenance of the PRF operations shop on Pardee Street shall be shared 50/50 by CITY and COUNTY through routine budgeting and payment of operating expenses. The PRF Department's administrative office shall be housed in COUNTY facilities and shall not be split between multiple physical locations unless mutually agreed upon by the parties; however, where necessary and practical, the PRF Department may provide staff at CITY facilities to coordinate certain CITY park functions.
 - 6) *Operations within CITY.* The CITY shall pay the complete costs of all operations conducted in CITY parks on behalf of the CITY by the COUNTY PRF Department, under a budget submitted to and approved by the CITY in the same manner as other CITY department budgets.

7) *Insurance and Insurance and Assignment of Liability.* Insurance and assignment of liability for operations pursuant to this Agreement shall be as outlined in the Agreement between Marathon County and the City of Wausau dated April 16, 2003, and incorporated herein as if set forth in full.

8) *Facilities Operated.* As of 2024, the PRF Department shall maintain and operate the following properties and facilities on behalf of the CITY:

- Airport Sports Park
- Alexander Airport Park
- Anne's Tot Lot
- Athletic Park
- Barker Stewart Island
- Big Bull Falls Park
- Boileau Field
- Brockmeyer Park
- City Hall Park
- Eau Claire River Conservancy
- Forest Park
- 400 Block
- Gilbert Park
- Hammond Park
- Horgan Park
- Kaiser Pool
- Lincoln Tot Lot
- McIndoe Park
- Memorial Park
- Non-Park Boulevards & Triangles
- Oak Island Park
- Isle of the Ferns Park
- Paff Woods Nature Preserve
- Pleasant View Park
- Reservoir Park
- Rib River Park
- River Highlands Park
- River Edge Parkway
- Riverlife Park
- Riverside and Picnic Island Park
- Scholfield Park
- Schulenberg Pool
- Stewart Park
- Swiderski Park
- Sylvan Hill Park
- Tenth Street Park
- Three "M" Park
- Two Hearts Dog Park
- Westview Terrace Park
- Whitewater Park
- Woodson Park
- Yawkey Park

- 9) *Addition of Parks of Facilities.* If any additional parks or park facilities are acquired by the CITY, those parks or park facilities shall be governed by this Contract and the CITY expressly agrees to pay for all work performed thereon. It is understood that the CITY's acquisition of such property is subject to budget constraints and identification within the current City Comprehensive Outdoor Recreation Plan. A new park or park facility shall be served consistent with the terms outlined herein.
- 10) *Verification of Costs.* The PRF Department shall maintain and keep all records, logs, time sheets and other documentation within WORKDAY, or its successor enterprise resource planning software, sufficient to verify the cost of operations between the CITY and the COUNTY.
- 11) *Fixed Asset Schedule.* COUNTY shall provide to the CITY a complete and updated fixed asset schedule relative to all jointly purchased property owned by COUNTY and purchased pursuant to CITY's contract with COUNTY. The detail on the report must include the type of asset, acquisition date, description, useful life and current value. The schedule shall be updated each year with the closing of the COUNTY's accounting system and a copy shall be made available to the CITY.
- 12) *CITY Capital Projects.* For any capital projects solely owned by or solely benefiting CITY, the Director shall follow the process for presenting capital projects as set forth by the CITY. The CITY will be the fiscal agent for all such capital projects.
- 13) *Billing for Costs.* The COUNTY shall bill the CITY for the actual costs of services on a monthly basis. The actual costs of services will be tracked within the COUNTY financial system. Billing shall be for the cost of services and exclude capital purchases. Capital purchases shall be made directly by the CITY. Land acquisition and large construction contracts will be paid directly by the CITY. All payments shall be balanced out on an annual basis in accordance with the closing of the COUNTY's accounting system.
- 14) *Procurement.* PRF shall comply with COUNTY's procurement procedures for all purchases made for COUNTY property, equipment, operations, or programs. PRF shall comply with CITY's procurement procedures for any capital project solely owned by, or solely benefiting, CITY, any purchase of goods or services and any contracts to which the City is a party to.
- 15) *Legal Services.* PRF shall receive legal services through COUNTY and its Office of Corporation Counsel; however, for any operations, programs, property, equipment, or processes solely affecting or benefiting CITY, PRF shall seek legal services through CITY and its City Attorney. COUNTY and CITY may develop further guidelines relative to the handling of legal services and potential conflicts between COUNTY and CITY as they relate to PRF.
- 16) *Immunities.* CITY and COUNTY shall each remain liable for their own acts and omissions in relation to services provided. Nothing contained herein shall act as a waiver or estoppel of the rights of COUNTY or CITY to assert their rights to all affirmative defenses, limitations of liability, and immunities as specifically set forth in state and federal law, including Wis. Stat. §§ 893.80, 895.52, 345.05, and any related or successor statutes.
- 17) *Review of Terms.* CITY and COUNTY shall endeavor to review the services provided at least every five (5) years.

18) *Whole Agreement.* This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, resolutions, ordinances, agreements, representations, and warranties, both written and oral with respect to the Park Services provided by COUNTY to CITY. In the event of any inconsistency or conflict with other understandings, resolutions, ordinances, agreements, representations, and warranties, this Agreement shall control.

ADDENDUM A – SCOPE OF SERVICES¹

COUNTY will provide the following services to the CITY:

SECTION I – ADMINISTRATION

(A) ADMINISTRATIVE SERVICES

- (1) Organize manpower to meet CITY needs.
 - a. Assess staffing needs to meet workloads, make appropriate recommendations to COUNTY Human Resources Department.
- (2) Negotiate and approve CITY-specific contracts and leases including, but not limited to, the following: garbage hauling, portable restrooms, facility use agreements, Athletic Park user contracts, Athletic Park food concession contract, Kayak Corporation agreement, shelter and facility rental contracts.
- (3) Maintain CivicRec or equivalent reservation and scheduling system.
- (4) Sell daily and annual passes for all CITY park facilities.
- (5) Recommend to the CITY ordinance changes to better protect the CITY's resources and investment.
- (6) Cooperate with CITY's insurance carrier in the investigation of accidents and claims.
- (7) Keep photo files current of city facilities for use in marketing.
- (8) Maintain "lost and found" records regarding personal property recovered by PRF staff from CITY-owned parks.

(B) PUBLIC SERVICES

- (1) Provide information on parks and programs to customers in a courteous manner.
- (2) Maintain current maps and brochures electronically and printed where cost effective.
- (3) Maintain a website with current parks, facility and program information.
- (4) Provide signage necessary to operate the park system.
- (5) Answer complaints within five (5) working days.
- (6) Meet with major park users, including but not limited to, Wausau Woodchucks, Youth Baseball, Legion Baseball, Kayak and Canoe Corporation, Convention and Visitors Bureau, Wausau Area Events, River District, Youth Soccer, Youth Lacrosse on a regular basis regarding their programs.
- (7) Reserve all park shelters and facilities.
- (8) Reserve all athletic fields and courts.
- (9) Reserve parks for special events in keeping with CITY ordinances and existing Park Commission policy. Review CITY special event permits and coordinate park and park facility use with City Clerk.
- (10) Respond to citizen requests to place equipment on CITY park property according to existing policy, CITY ordinance and PRF Department needs.

(C) CREATE A POSITIVE INFLUENCE THROUGHOUT THE CITY BY:

¹ This Addendum A only addresses services CITY is receiving and/or sharing with COUNTY. All services specifically for COUNTY have been excluded on purpose.

- (1) Keep alders informed about CITY programs by updating the Common Council annually at one regularly scheduled Common Council meeting between January 1 and March 31. An annual report will also be included in the Common Council agenda packet.
- (2) Network with business, industry and community leaders including Central WI Convention and Visitors Bureau, Chamber of Commerce, Parks and Recreation Foundation, Downtown River District, Wisconsin Valley Improvement Company, Wisconsin Public Service, Wisconsin Department of Natural Resources, MCDEVCO, Wisconsin Department of Tourism and Office of Outdoor Recreation, Wausau School District, State and National Park and Recreation Organizations, among others.

(D) COOPERATE WITH ALL UNITS OF GOVERNMENT, SERVICE ORGANIZATIONS AND USER GROUPS TO MEET RECREATION NEEDS

- (1) Cooperate with Wausau School District and other local municipalities or public agencies in sharing equipment and facilities. Plan with the school district and/or public agencies to cooperate in new activities and initiatives when appropriate. Make recommendations to the Park Commission for policy changes or new programs.
- (2) Coordinate with Wausau Public Works, Marathon County Highway Department and Wausau School District to share equipment, talent and resources for cost effective and efficient services where practicable and appropriate.

SECTION II – OPERATIONS

(A) ADMINISTRATION AND CONSTRUCTION

- (1) Select all equipment necessary to perform and carry out CITY park program.
- (2) Select all material necessary to perform and carry out CITY park program.
- (3) Establish space requirements for equipment and material storage and repairs, shop fabrication, employee locker space, lunchroom, rest rooms and any other space needed for support facilities.
- (4) CITY will pay one-half of the costs of operation shop repairs, maintenance and improvements and one-half costs of all shared equipment. CITY will pay total cost of equipment used entirely for CITY programs.
- (5) If COUNTY contracts for services to other agencies, CITY will be reimbursed for equipment used in the performance of other contracts.
- (6) Provide CITY with the additional estimated cost of new, additional, or remodel space needs one (1) year in advance for anything over fifteen thousand dollars (\$15,000).
- (7) Maintain a five-year equipment replacement schedule.
- (8) Provide CITY with five (5) year program of small construction and major maintenance needs including estimated costs. CITY decides which projects to fund. COUNTY PRF staff are authorized to determine how to complete the projects (i.e. using internal versus contract resources).
- (9) Small projects done through the small project fund in the past include, but not limited to, picnic shelter/building renovation and remodeling, fences, sidewalks, slabs, benches, backstops, ball diamonds, soccer fields, tennis court grading, lighting, roads, trails, bridges under twenty (20) feet, culverts, parking lots, guard rails, bleachers, dugouts, tennis court backstops, tables, playground installation, under-ground irrigation, storm sewers, electric services, drinking fountains, flagpoles, curb and gutter, boat landings, vault toilets, steps, equipment sheds, and fountains.

(B) MAINTENANCE

- (1) Maintain parks and facilities at the current maintenance levels according to recognized and acceptable community standards.
- (2) Perform start-up, operations and shut-down for seasonal facilities including Schulenberg pool, Kaiser pool, Memorial pool, Sylvan Hill Tubing, park fountains, Athletic Park, irrigation, ice rinks and seasonal park shelters and restroom facilities. Changes in operations of CITY facilities will be reviewed by the Park Commission and recommended to the CITY as needed.
- (3) Perform unanticipated maintenance as soon as possible. When necessary, fill out destruction and loss report form and report to the COUNTY for insurance filing.
- (4) Inspect each playground weekly and make any necessary changes or corrections
- (5) Inspect each park at a minimum two times per year to keep facility inventory up to date and document complete work orders to address items in need of correction.
- (6) Provide user contact and monitoring, janitorial service, cleanup, and outside safety inspections of all park facilities as usage requires utilizing full-time and seasonal staff.

(C) URBAN FORESTRY

- (1) Will annually provide the following services on CITY-owned trees and shrubs: planting, pruning, watering, fertilizing, trimming and removing street trees and park trees and stumps; clearing sidewalks, signs and intersections; performing inventory and inspection; respond to citizen questions, concerns and complaints.
- (2) Submit to the CITY for approval during the budgeting process an annual work plan which includes the number and location of trees to plant by priority, trimming schedule by priority and number of trees to remove. The reports shall also contain the annual number of trees to be treated and removed consistent with the Emerald Ash Borer plan. The report shall also include the hours spent on storm damage, damage from vehicles, vandalism or other unforeseen causes of damage to CITY-owned trees and shrubs covered by the Urban Forestry program.
- (3) Respond to unanticipated needs such as storm damage, vandalism, citizen calls and complaints.
- (4) Coordinate street tree program with Department of Public Works, Wisconsin Public Service, water utility and local construction projects.
- (5) Monitor for insect and disease problems and present mitigation plans to the CITY for approval.
- (6) Carry out Emerald Ash Borer management plan.
- (7) It is expressly understood by CITY that planned work may not be accomplished because of unforeseen acts such as storm and vandalism damage and citizen calls. The City will be updated on the progress of the planned work in the annual report.

(D) HORTICULTURE

- (1) Maintain greenhouse at Park Operations facility.
- (2) CITY, through the annual budget process, may increase or decrease flower planting program depending on available staff and funding.
- (3) Plant and maintain shrubs, ground covers and ornamental plantings per the City's budgetary process. CITY may eliminate or reduce maintenance through annual budget process.
- (4) Perform insect, disease and weed control as needed.
- (5) Re-establish turf after any event detrimental to turf conditions.

(E) RECREATION

- (1) Coordinate recreation programs.
- (2) Hire, supervise, schedule seasonal employees for swimming pools, ice rinks, park attendants, Sylvan Hill, Athletic Park and recreation programs.
- (3) Coordinate with user groups to arrange for facilities for their activities either on or off CITY property.
- (4) Meet with new user groups to define their activity, organize themselves and find space for their activity.
- (5) Provide media coverage of opening and closing of all park facilities and programs.
- (6) Develop electronic seasonal activity guide(s) that highlight events and activities.
- (7) Coordinate with other local entities where there are shared activities.
- (8) Mediate disputes between user groups.
- (9) Hold scheduling meetings for facility user groups.
- (10) COUNTY will collect money from program participants, pass purchases, shelter rentals and events. CITY program/facility revenue will be transferred to the CITY monthly.

SECTION III – TECHNICAL SERVICES**(A) PLANNING**

- (1) Cooperate with all phases of CITY planning as it relates to parks and as related to the adopted CITY Comprehensive Outdoor Recreation Plan.
- (2) Review master plans, conceptual and preliminary site plans, construction plans as provided by the CITY. Provide CITY with written comments and suggestions. Meet with appropriate CITY officials or contractors regarding plans.
- (3) Provide CITY with list of parks and recreation needs. Cooperate with CITY planner in park and recreation planning activities.
- (4) Contract planning services on behalf of CITY and administer contract.
- (5) Provide five (5) year capital improvement plan.
- (6) Request grant funding and administer grants when awarded.

(B) ACQUISITION

- (1) Contract for appraisals, in cooperation with City Attorney and Community Development Department.
- (2) Negotiate with owner for acquisition of property, in cooperation with City Attorney and subject to committee and Council approval.
- (3) Negotiate with developer for land dedicated under the Parkland Dedication Ordinance. Assist CITY staff in setting Parkland Dedication fees.

(C) DESIGN

- (1) Provide designs, specifications and cost estimates as per staff abilities to meet program of work.
- (2) Contract design services, specifications and cost estimates as needed to meet agreed upon program of work.
- (3) Develop park and trail maps to be displayed on the Department website and design fliers, brochures, social media posts and promotional graphics as needed.
- (4) Provide contract administration.

(D) ENGINEERING

- (1) The PRF Department will provide in-house planning/design and engineering services for CITY park and recreation programs and projects based on the following:
 - (a) Agreed upon program of work (see annual budget, five-year CIP, five-year maintenance/small project plan)
 - (b) Capabilities of PRF Department staff.
- (2) The planning, design and engineering work that is beyond the expertise or staffing capabilities of the PRF Department will be accomplished through cooperation with the CITY departments (DPW, Engineering, City Planning) or by contract either directly through the PRF Department or in cooperation with other CITY departments, subject to City Attorney approval as to form.

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

City of Wausau

Address

City, State, Zip Code

Date

Marathon County

Address

City, State, Zip Code

Date

RESOLUTION OF THE FINANCE COMMITTEE

Resolution Authorizing the Wausau Police Department to accept a Victims of Crime Act (VOCA) grant of \$100,347 per year for 3 years to continue the ongoing work of the Victim Resource Unit (VRU) and related budget modification.

Committee Action: Pending

Fiscal Impact: \$750,000 over 3 years

File Number: 16-1110

Date Introduced: September 24, 2024

FISCAL IMPACT SUMMARY

		COSTS	
		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		<i>Budget Source: Reserves</i>	
		<i>Amount:</i>	
		<i>Amount: \$250,000/year</i>	
		SOURCE	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Source: Increment Revenue</i>	<input type="checkbox"/>	<i>Debt</i> <input type="checkbox"/>
		<i>Funds on Hand</i> <input type="checkbox"/>	<i>Interfund Loan</i> <input type="checkbox"/>
		<i>Amount: \$301,041</i>	
		<i>Amount: Annual Retirement</i>	

RESOLUTION

WHEREAS, the City of Wausau Police Department (“WPD”) is subrecipient of a three-year federal grant award under the Victims of Crime Act (“VOCA”) in the amount of \$100,347 per year; and

WHEREAS, the WPD will use the grant funding to continue the Victim Resource Unit, which provides timely direct services and coordinates community-based services to: respond to the emotional, psychological, and physical needs of crime victims; assist victims to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and restore a measure of safety and security for the victim.; and

WHEREAS, the attached grant program requires City Funding over a three-year period; and

WHEREAS, your Finance Committee, at its September 24, 2024 meeting has reviewed and recommended approval of the grant; and

WHEREAS, your Finance Committee reviewed the 2024 grant shortfall of \$62,500 and recommended a budget modification to fund the shortfall from reserves;

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Program	Debit Amount
50110:Salaries and Wages	101 General Fund	52113 Police Special Programs		51111 Salaries and Wages		\$62,500.00

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the WPD is authorized to accept the three-year Victims of Crime Act grant; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City

officials are hereby authorized and directed to modify the 2024 Budget as outlined above.

Approved:

Doug Diny, Mayor

To: Finance Committee

From: Ben Graham, Investigations Captain

Date: 9/17/2024

Re: Acceptance of VOCA: Victims of Crime Act 2024-2027 Grant Funding



Victim Resource Unit
(VRU)

"The VRU is a godsend. I'm so thankful for the guidance and support. It literally saved my life."



Synopsis

The Police Department is seeking:

1. Approval to accept a Victims of Crime Act (VOCA) 2024-2027 grant, totaling \$301,041 over three years (\$100,347 annually), to support the Victim Resource Unit (VRU).
2. Approval of a 2024 budget modification to transfer funds to support the VRU for Q4 of 2024.
3. A commitment to cover any position and program costs not funded by the grant through 2027 as a cost to continue.

Background

The police department seeks to continue its coordinated approach to serving crime victims in Wausau, focusing on adult sexual assault, child abuse, domestic violence, and underserved populations. If approved, the grant will continue funding the Victim Resource Unit (VRU), which offers a seamless system of short- and long-term care through a Mental Health Therapist, Crime Response Specialist, and Victim Resource Officer. The VRU provides direct support and coordinates community services to address victims' emotional, psychological, and physical needs, help stabilize their lives, guide them through the criminal justice system, and restore their safety.

From 2016 to 2019, the Wisconsin Office of Crime Victim Services (OCVS) awarded the department \$186,439 annually to establish the VRU, initially supporting a Mental Health Therapist (1 FTE, 100% VOCA) and a Victim Resource Officer (1 FTE, 70% VOCA). A Crime Response Specialist was also added, funded by the Marathon County District Attorney's Office, though that funding ended in 2019. In 2019, OCVS increased the grant to \$300,000 annually, supporting program activities and three positions: Mental Health Therapist (1 FTE, 100% VOCA), Crime Response Specialist (.8 FTE, 100% VOCA), and Victim Resource Officer (1 FTE, 50% VOCA).

Over the last four years, the VRU has served more than 1,100 victims of crime, providing:

- Nearly 6,000 counseling sessions
- Over 2,500 therapy sessions
- More than 800 instances of criminal justice information and victim rights education
- Over 700 instances of individual advocacy
- More than 450 referrals to other victim service providers

The top five victimization types were:

- Domestic/Family Violence (36%)
- Child Sexual Assault (14%)
- Child Physical Abuse/Neglect (9%)
- Adult Sexual Assault (8%)
- Adult Physical Assault (4%)

Many victims have lent their voice to express the impact of this program over the years. Here are some of the things they have had to say:

"At a time in my life when I need the help, [the Mental Health Therapist] is there helping me through. Please continue this valuable service to help me and women like me."

"[The Mental Health Therapist] has been amazing helping me with therapy and providing approaches to aid in my recovery and maintain my safety and kids. Thank you all for being a true blessing in our lives."

"It was very caring and amazing to know there was even such a program. It makes me feel that my safety was thought about. All my questions were answered. Thank you!"

"The services that I received were flawless. Both the support that I received from [the Victim Resource Officer] as well as from the therapist were so helpful. I will be forever grateful [the VRU] is part of the WPD."

"It was hard to believe that [the VRU] could make such a difference in my life. I have changed and improved and am healing from my experience."

"[The Victim Resource Officer] guided me through a very difficult situation that seemed impossible. Her compassion, knowledge, and professionalism are phenomenal. The services of [the Mental Health Therapist] are also invaluable. [The therapist] helped me learn to cope with the emotional impact and to recover from what had happened to my family."

"I was very impressed with the resources available to me. Of course, never in my life did I expect to be the victim of this type of crime. The support has made it 'doable' as I work to heal from the trauma. I am very grateful from the officer who fixed my gate, to the officer who has kept me informed and brought security cameras - AND sat with me during the hearing for the restraining order...as well as the therapist whom I have met with several times...plus just 'checks-in.' Thank you."

"Without this program I would have been lost. I am beyond blessed."

"It is not an understatement to say [the VRU] saved my life."

Last fiscal year, the Victim Resource Unit served over 300 crime victims, with more than half (158) participating in at least one therapy session. Of those who completed surveys, 91% agreed or strongly agreed that the services improved their lives.

We are eager to continue providing these valuable services.

State of Funding

The available funding through OCVS for the next 3-year VOCA grant cycle is \$13 million per year, a 70% decrease from the \$44 million awarded during the 2019-2024 cycle. As a result, grant applications were capped at \$250,000, with no guarantee of receiving the full amount. For the past five years, we received \$300,000 annually. With 136 VOCA subrecipients in Wisconsin—72 of which received \$250,000 or more per year (totaling over \$35 million)—we anticipated a highly competitive process and a minimum budget reduction of \$50,000.

Grant Application Approval

The police department requested \$231,600 in VOCA funds to support the VRU, a 23% reduction from the previous award and \$18,000 below the maximum allowed. This would fund key positions: a full-time Mental Health Therapist (100% VOCA-funded), a part-time Crime Response Specialist (100% VOCA-funded), and a full-time Victim Resource Officer (25% VOCA match).

On April 23 and May 14, 2024, the Finance Committee and Common Council approved the department's application for \$231,600 per year for three years to continue the VRU. They also committed to cover the remaining \$118,000 annually, totaling \$355,000 over three years.

Award

On September 3, 2024, the police department received notice of a \$100,347 award from OCVS, effective October 1. This was \$131,000 less than the requested amount.

We learned that 133 organizations applied for VOCA funds, with requests totaling nearly \$27 million—more than double the available funding. The police department was among the 111 organizations that received funding.

Response to Award

The reduced award requires additional funding to sustain the VRU.

The police department has adjusted the program budget to align with the \$100,347 grant, covering 40% of wages and benefits for the therapist and crime response specialist, as well as training, mileage, clinical supervision, and an emergency fund for victims.

With an annual program cost of \$350,000, the City's share would be approximately \$250,000 per year, or about \$132,000 more than anticipated.

Grant Acceptance Approval

- GRANT PURPOSE
 - To support the ongoing work of the Victim Resource Unit.
- GRANT SOURCE (IE: FEDERAL OR STATE AGENCY, OR NON-GOVERNMENTAL ENTITY)
 - VOCA: Victims of Crime Act; Federal Source but Administered by the State of Wisconsin
- GRANT AWARD AMOUNT
 - \$100,347
- GRANT PERIOD
 - 2024 to 2027; Year 1 is competitive; Years 2 and 3 are non-competitive
- REQUIRED GRANT MATCH AND SOURCES OF SUCH FUNDS
 - Required match is 20% of the total project funds, or \$25,087. This amount is met through in-kind personnel costs of a lieutenant, therapist, crime response specialist, and volunteers.
- COSTS THAT WILL BE INCURRED BY THE CITY AS A RESULT OF IMPLEMENTING THE GRANT THAT ARE NOT COVERED BY THE GRANT SUCH AS EQUIPMENT, UNIFORMS, VEHICLES, COMPUTERS
 - **2024:** \$62,500
 - **2025:** \$250,000
 - **2026:** \$250,000
 - **2027:** \$187,500
 - **Total:** \$750,000
- FUTURE BUDGET IMPLICATIONS AND A CONTINUATION PLAN AT GRANT TERMINATION FOR GRANTS THAT CREATE NEW PROGRAMS OR INCREASE FTE'S
 - n/a
- INCLUDE A BUDGET MODIFICATION IF THE GRANT WILL INCREASE SPENDING
 - Budget modification for Q4 of 2024 included. Additional expense for 2025 will be incorporated in the 2025 budget.
- ATTACH GRANT AWARD, GRANT AGREEMENT AND ANY OTHER ACCOMPANYING DOCUMENTATION.
 - Notice of Intent to Award attached.
- IDENTIFY THE OVERSIGHT DEPARTMENT AND THE GRANT MANAGER RESPONSIBLE FOR ADMINISTERING THE GRANT
 - Oversight is provided by the Police Department; managed by Captain Ben Graham.

Recommendation

We recommend the following:

1. Approval to accept the Victims of Crime Act (VOCA) 2024-2027 grant, totaling \$301,041 over three years (\$100,347 annually), to support the Victim Resource Unit (VRU).
2. Approval of the 2024 budget modification to transfer funds to support the VRU for Q4 of 2024.
3. A commitment to cover any position and program costs not funded by the grant through 2027 as a cost to continue.

From: [Varnadoe, Leah A.](#)
To: [Benjamin Graham](#)
Subject: [EXTERNAL] Intent to Award: VOCA Competitive Grant 2024 - 2025
Date: Tuesday, September 3, 2024 4:58:45 PM

INTENT TO AWARD: Wausau Police Department Grant #18775

DELIVERED VIA EMAIL

benjamin.graham@ci.wausau.wi.us

Thank you for submitting your application for the Victims of Crime Act (VOCA) 2024 - 2025 Competitive Grant. We appreciate the work you do, and the time and effort spent preparing the application.

The Wisconsin Department of Justice Office of Crime Victim Services (OCVS) is in the process of final review of applications submitted under the VOCA 2024 - 2025 competitive grant solicitation and intends to award Wausau Police Department Grant ID#18775 with VOCA funding for project period October 1, 2024 – September 30, 2025 in the amount of \$100,347.00. Spending may begin on the project start date, which is October 1, 2024.

The project budget will be updated in Egrants. You will be able to view your application but will not be able to make changes until the budget has been returned for edits. Your grant manager will reach out to begin the budget revision process if needed. Please be aware that all Consultant/Contractual agreements must be reviewed and approved by OCVS prior to payment. Award contracts will be sent via email in October.

This is a good time to review any changes in Project Director, Financial Officer, and Signing Official since applying. If a change is required, email Leah Varnadoe at VarnadoeLA@doj.state.wi.us, to update Egrants before awarding. Any other changes must be completed via the standard budget modification process.

If you would like more information about the competitive process, methodology used, or how to file an appeal, please review the links below.

[VOCA Competitive 24-25 Summary Explanation](#)

[VOCA Competitive 24-25 Appeal Process](#)

[VOCA Competitive 24-25 Awards List](#)

Thank you for serving victims and survivors in the state of Wisconsin. Please reach out to Alexandra Stanley StanleyAP@doj.state.wi.us and/or Teresa Nienow NienowTA@doj.state.wi.us with questions.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving University of Wisconsin-Madison Service Agreement and related budget modification.	
Committee Action:	Pending
Fiscal Impact:	
File Number:	23-1109X
Date Introduced:	September 24, 2024

FISCAL IMPACT SUMMARY	
COSTS	<i>Budget Neutral</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<i>Included in Budget:</i> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Budget Source: 1st installment of \$25,000</i>
	<i>One-time Costs:</i> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Amount: \$80,000</i>
	<i>Recurring Costs:</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>

RESOLUTION

WHEREAS, the University of Wisconsin-Madison (“UW-Madison”) offers to counties and municipalities, through UniverCity Alliance (“UCA”), by forming partnerships through the UniverCity Year program (“Project”), undertaking a service project wherein local government partners identify meaningful issues and community-identified priorities that could benefit from UW-Madison expertise and University staff match projects with solution-based courses, independent research, and internships at UW-Madison and other partner institutions that require research, concept formation, data analysis, and other specialized skills, and assign projects to undergraduate and graduate students to work on the issues and questions, after which the government partner receives tangible recommendations in the form of “deliverables” presented by the student to supervising University staff and the local government partner; and

WHEREAS, UCA is inspired to improve local governments and foster innovation in communities of all sizes, with the goal of making UW-Madison more accessible and responsive to Wisconsin communities by building strong, thriving, and sustainable communities, through framing local Projects through the lens of the 17 United Nations Sustainable Development Goals; and

WHEREAS, the City of Wausau applied to UniverCity Year for the years 2022-2025 to move forward goals that align with the city’s first ever strategic plan, which was released in August 2022, and encourage long-range planning and policy guidance; and

WHEREAS, the Project identified six (6) issues for Community Development, three (3) for Transit, two (2) for Public Safety, and three (3) for Building Capacity and Community; and

WHEREAS, the deliverables are complete and UW-Madison has now requested full payment in the amount of \$80,000; and

WHEREAS, the 2024 budget provides for an initial payment of \$25,000

WHEREAS, your Finance Committee, at its meeting on September 24, 2024, recommended approval of the contract, payment of the 2024 budgeted amount and budgeting the balance of the contract \$55,000 from the Economic Development fund 255.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves the Agreement, as attached, with the University of Wisconsin-Madison, and authorizes the appropriate City staff to execute the Agreement, and authorizes payment to the University of Wisconsin-Madison, in two installments 2024 of \$25,000 and 2025 of \$55,000 upon the full execution of the Agreement.

Approved:

Doug Diny, Mayor

**University of Wisconsin-Madison
Service Agreement**

This Service Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin ("University"), and the City of Wausau, a municipal corporation—("Sponsor").

Whereas, the parties agree as follows:

1. Statement of Work

The Sponsor desires to have the University undertake a service project entitled "UniverCity Year" ("Project"), in accordance with the scope of work described in Attachment A. The University agrees to use reasonable effort to perform the Project. The Sponsor acknowledges that the University makes no express or implied warranties for results of the Project.

2. Principal Investigator

The Project will be supervised by Joel Rogers. If for any reason he is unable to continue to serve as principal investigator and a successor acceptable to both the University and the Sponsor, is not available, this Agreement may be terminated as provided in Section 6.

3. Period of Performance

The period of performance of the Project shall commence on the Effective Date and end after 36 months. The period of performance may be extended by mutual written agreement of the parties. This Agreement shall expire ninety (90) days after the Term ends. Terms which by their nature are intended to survive shall not be affected by expiration or termination of this Agreement.

4. Project Costs

The Sponsor shall pay the University the amount of ~~\$~~—\$80,000 (U.S. Dollars) for completion of the Project. A detailed budget is provided in Attachment B. While it is estimated that this amount is sufficient to conduct the Project, the University may submit to the Sponsor a revised budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified herein without written authorization from the Sponsor.

5. Payment Schedule

Invoices shall be submitted to:

[insert invoice contact and address]

The University will submit invoices in accordance with the following schedule:

- % upon execution of the Agreement;
- % days from the start date of the Project;
- % 30 days after the period of performance ends.

Checks shall be made payable to the Board of Regents of the University of Wisconsin System (ID #39-6006492) and sent to:

[department's payment address]

6. Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days' written notice. Performance may be terminated by the University if circumstances beyond its control preclude continuation of the Project. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Project and not yet paid for, such reimbursement together with other payments not to exceed the total amount specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

7. Publicity

The parties will mutually agree on any press releases or other publicity relating to the Project.

8. Deliverables

The University shall furnish to the Sponsor the deliverables identified in Attachment A ("Deliverables"). The University shall make no ownership claim to any such Deliverables provided in accordance with this Agreement.

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9. Confidentiality

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- a. is generally available in the public domain or becomes available to the public through no act of the University; or
- b. is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Sponsor under this Agreement; or
- c. is made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Project. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

10. Liability

The Sponsor agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE DELIVERABLES, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE DELIVERABLES. THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY ANY PERSON RESULTING FROM THIS PROJECT OR THEIR USE OF THE DELIVERABLES.

12. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the University, unless expressly stated otherwise herein.

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13. Assignment

Neither party shall assign this Agreement to any third party without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

14. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar projects made independently under other grants, contracts, or agreements with parties other than the Sponsor.

15. Independent Contractor

In the performances of all services under this Agreement, each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into or make any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

16. Insurance

The University warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the University, and will maintain such insurance throughout the term of this Agreement. A certificate of insurance shall be provided to Sponsor at execution of this Agreement.

17. Notices

Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

If to the Sponsor:

Sponsor Technical Matters:

[]

Sponsor Administrative Matters:

[]

If to the University:

University Technical Matters:

[]

University Administrative Matters:

Research and Sponsored Programs
21 N. Park Street, Suite 6401
Madison, WI 53715
contracts@rsp.wisc.edu

18. Governing Law

This Agreement shall be governed by the laws of the State of Wisconsin, excluding its conflict of laws provisions.

19. Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

20. Entire Agreement

This Agreement embodies the entire understanding between the University and the Sponsor for this Project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, budget, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN
SYSTEM**

CITY OF WAUSAU

Name:
Title:
Date: _____

Name: Doug Diny
Title: Mayor
Date: _____



Attachment A Scope of Work

UniverCity Year is a three-year partnership between UW-Madison and a community in Wisconsin. As a result of a competitive Request for Proposals process, the City of Wausau ~~<<Your local government>>~~ is the sponsoring partner during the academic years of ~~2022XX-20X3X~~, ~~2023X-20X24X~~, and ~~2024XX-2025XX~~.

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~~<<Your local government>>~~ Wausau identified ~~<<your thematic areas>>~~ 14 projects that would benefit from UW-Madison expertise:

1. [Granting developer incentives on TIF projects: How Wausau compares with peer cities. UniverCity Alliance Scholars Program: Independent student research. Amy Gangl.](#)
2. [Analyzing affordable housing options and developing recommendations for Wausau. Real Estate 611: Residential Housing Development. Tom Landgraf.](#)
3. [Evaluating the ByBlock plastic waste program for Wausau. Interdisciplinary Engineering 303: Applied Leadership Competencies in Engineering. Angela Kita.](#)
4. [Analyzing the costs and benefits of the Wausau ByBlock Project. Agricultural and Applied Economics 724: Practicum for Applied Economists. Jordan Rijn.](#)
5. [Designing public health solutions to connect refugees to viable employment. Public Health 780: Evidence-Based Decision-Making. Liz Bush.](#)
6. [Fostering a sense of belonging in Wausau through design programming. Design Studies 321: Design Programming. Uchita Vaid.](#)
7. [Becoming a more pedestrian-friendly city: Wausau, Wisconsin. UniverCity Alliance Scholars Program: Independent Student Research. Amy Gangl.](#)
8. [Developing a regional transit action plan for for MetroRide Coverage Expansion. Urban And Regional Planning 721: Methods of Planning Analysis. Carey McAndrews.](#)
9. [Upgrading the Transit Department facility. Civil and Environmental Engineering 578: Senior Capstone Design. Jan Kucher and Derek Hungness.](#)
10. [Exploring Wausau Police Station improvements. Civil and Environmental Engineering 578: Senior Capstone Design. Jan Kucher and Derek Hungness.](#)
11. [Emergency planning for special events. Interdisciplinary Engineering 303: Applied Competencies in Engineering. Angela Kita.](#)
12. [Creating a 'Welcoming Wausau' strategic plan for the Welcoming America designation. Sociology 320: Community engaged research for solving urban problems, a high road practicum. Joel Rogers.](#)
13. [Determining next steps for Welcoming Wausau designation. Urban and Regional Planning: Professional Project. Carey McAndrews.](#)
14. [Attracting and retaining public sector employees in Wausau. Interdisciplinary Engineering 303: Applied Competencies in Engineering. Angela Kita.](#)

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All deliverables are posted at this website: <https://univercity.wisc.edu/wausau/>

Beginning in September ~~2022XX~~, the UniverCity Year program director and program manager met with ~~<<your local government>>~~ Wausau to identify specific projects and then took those projects to faculty and staff across campus to match the county's needs with UW-Madison Fall ~~2023XX~~ and Spring ~~2024XX~~ courses. After matches were made, ~~<<your local government>>~~ Wausau and UW-Madison faculty wrote

detailed scopes of work describing how to incorporate the [county's-city's](#) projects into graduate and undergraduate classes.

Presently, we matched [XX-11](#) courses ([XX-14](#) projects) in the [2023XX-2024XX](#) academic year. It is possible that we may match additional projects.

UniverCity Year staff members provided administrative support to help keep the collaboration running efficiently and effectively. These include:

Dr. Gavin Luter, UniverCity Alliance managing director. Dr. Luter leads outreach efforts for UniverCity Year, recruiting both municipalities to work with the university and UW-Madison faculty to work with municipalities. He also provides as-needed guidance and support with program operations.

Shelly Strom, UniverCity Year program manager. Ms. Strom handles the day-to-day operations of the program, partner and faculty coordination, financial management, communications, graphic design, event planning and student supervision.

COWS staff, Jay Ferm and Lindsey Hess, provide some administrative support. Nelson Institute for Environmental Studies staff, Chelsea Rademacher, also provides communications support for UniverCity Year projects.

The relationship with [<<Your local government>>Wausau](#) started in September of [2022XX](#), but this agreement could not be created until summer [2024XX](#) because we needed time to match specific projects. That impacts the payment schedule as well. [<<Your local government>>Wausau](#) will have from now until August [2025XX](#) to pay the full amount. The payment schedule will reflect this period of time.

**Attachment B
Budget**

<<Your local government>> has committed \$~~XXX80,XXX000~~ to support the UniverCity Year partnership. We propose to spend the grant as follows:

	Year 1 (Sept. 20XX-Aug. 20XX)	Year 2 (Sept. 20XX-Aug. 20XX)	Year 3 (Sept. 20XX-Aug. 20XX)	Cumulative
Salaries & Wages	\$17,333	\$17,333	\$17,333	\$51,999
Fringe Benefits	\$9,333	\$9,333	\$9,334	\$28,001
Equipment & Other Capital				
Supplies				
Travel - Domestic				
Travel - Foreign				
Other Direct Charges (events)				
Sub-Agreements				
Direct Costs				
MTDC Costs				
Indirect Costs (15.00% of TDC)				
Total Costs				



Request for Proposals

UniverCity Year

2021-2024



UniverCity Alliance
UNIVERSITY OF WISCONSIN-MADISON

The UniverCity Year program at the University of Wisconsin-Madison is looking for local government partners for the period of 2021-2024.

COULD THIS BE YOUR COMMUNITY?

What is UniverCity Year?

UniverCity Year is a three-phase partnership between UW-Madison and Wisconsin communities.

The concept is simple. Community partners identify projects that would benefit from UW-Madison expertise. Faculty from across the university incorporate these projects into their courses, and UniverCity Year staff provide administrative support to ensure a successful collaboration.

The results are powerful. Partners receive big ideas and feasible recommendations that spark momentum towards a more sustainable, livable, and resilient future.

Join us as we create
BETTER PLACES TOGETHER

What does UCY bring to Communities?

Our faculty experts and students are eager to help local governments think creatively about issues happening in cities, counties, towns, villages or agencies. UniverCity Year has the capacity to match four to five issues with upper-level undergraduate or graduate courses and several hundred hours of supervised student time.

Our partners have chosen to address broad issues facing their communities, like sustainability, diversity, economic development, education, social services, health, and housing.

Some of the deliverables students have produced include: *park trail master plans, engineering upgrades to city parks, an examination of safe routes to schools, a cost-benefit analysis of a city-wide WiFi system, a strategic affordable housing update and a financing plan, a Native*

American cultural preservation plan, and health impact assessments for housing and parks.

UCY staff with experience in community projects will guide the partnership every step of the way. We will work with you to write a Memorandum of Understanding (MOU) between UCY and your municipality, define the scope, engage in quality control, coordinate media relations, troubleshoot, and generally take care of the logistics associated with setting up, running, promoting, and evaluating the effort. We are here to make the partnership as successful and as easy as possible.

What's expected of communities?

A successful UniverCity Year partnership requires the local government partner to identify a partnership lead—usually a senior staff person directly accountable to the local government's executive—who supervises and coordinates the partner's participation in the program. This person also oversees the process of identifying the issue-area themes and assigns government staff to support individual projects. Applicants are strongly encouraged to collaborate with local organizations, businesses, and non-profits to envision and plan UniverCity Year projects.

What will this cost communities?

To help offset the program's operational costs, the government partner must make a financial commitment to the effort—approximately \$20,000-\$30,000 for every issue-area theme. (Partners generally identify four or five themes to address through five to seven projects per theme). UniverCity Year staff can help you apply for grants or solicit donors to help fund this effort.



When will this happen?

LATE SUMMER 2021: UCY and government leaders agree on the partnership content (at least in issue-area themes), staffing, expected outcomes, and sign a Memorandum of Understanding.

FALL 2021: Both partners add specificity to the projects and the issue areas, and get buy-in from their respective communities. By the end of fall, both partners agree on a robust project list to be partially matched with courses and faculty at UW-Madison.



SPRING 2022: UCY staff match projects to faculty and courses.

SUMMER 2022: For all summer, fall, and spring courses, both partners agree on the scope of work and final deliverables.

FALL 2022: Fall-semester classes work on UCY projects.

SPRING 2023: Spring-semester classes work on UCY projects. Host end-of-year celebration.

SUMMER 2023: UCY publishes report summarizing project recommendations.

FALL 2023-SUMMER 2024: UCY faculty and staff provide follow-up assistance for project implementation.

TESTIMONIALS

"We knew we were going to get a good product, but the process has been especially exciting too. To have this center of thinking and learning and exploration working on our problems has been really gratifying."

— Sharon Corrigan
Dane County Board of Supervisors

"Our return was definitely worth far more than our initial investment. The completed projects will save Monona tax dollars in the future because we will be able to go to consultants with refined project ideas, avoiding the time and expense of going through the initial development process."

— Mayor Mary O'Connor
City of Monona

"We see this as an opportunity to bring resources to issues that have been identified by our communities in their comprehensive plans and other planning processes, but without funding or staff, have been delayed."

— Cara Carper
Green County Development Corporation

How are proposals evaluated?

UCY staff and faculty will evaluate applications based on the following criteria:

1. TOP-LEVEL ADMINISTRATIVE SUPPORT AND CAPACITY: The city/county manager or administrator, mayor, elected officials, and/or department managers indicate a willingness to involve UCY staff and provide resources. There is sufficient staff capacity to successfully engage in a year-long partnership across multiple projects and to carry work forward at the end of the program. The community has sufficient staff capacity to engage successfully in a year-long partnership across multiple projects and to carry work forward at the conclusion of the partnership.

2. LIKELIHOOD OF MATCH WITH COURSES: Projects are within the capability of UW-Madison faculty and students, and involve rigorous research or technical needs.



3. PROJECT RELEVANCE: Projects directly relate to the community's short-term and long-term strategic goals, as embodied in a strategic plan, work plan, sustainability plan, policies, programs, etc.

4. FINANCIAL CONTRIBUTION: The financial contribution indicates that the community is committed to and values the partnership.

5. COMMUNITY COLLABORATION: Applicants are strongly encouraged to work with local organizations to envision and plan for UniverCity Year Projects.

What information should be included in a proposal?

1. COMMUNITY INFORMATION:

Provide your website address and contact information for your community leadership and the person who will serve as your UniverCityYear partnership lead.

2. DEMONSTRATION OF SUPPORT:

Include at least one support letter from a mayor, administrator, elected official, or department head indicating their willingness to help support the project financially and with staff time. Describe collaborations with local organizations for this project.

3. FINANCIAL CONTRIBUTION:

Identify how much you can contribute.

4. PROPOSED PROJECTS:

Describe four to five broad issue-area themes in one to two paragraphs. What are the issues? What added value are you expecting? Reference existing plans, reports or other documents that are relevant to the project (web links are acceptable).

How are proposals submitted and by when?

Applicants are encouraged to contact the UniverCity Year program staff before drafting your proposal. We are available to visit your community to discuss the UniverCity Year program with local government leaders.

Proposals are due Monday, July 26, 2021 by 12:00 PM.

Email your completed proposal in PDF format to Gavin Luter, UniverCity Year Managing Director, gavin@cow.org, 608-261-1141

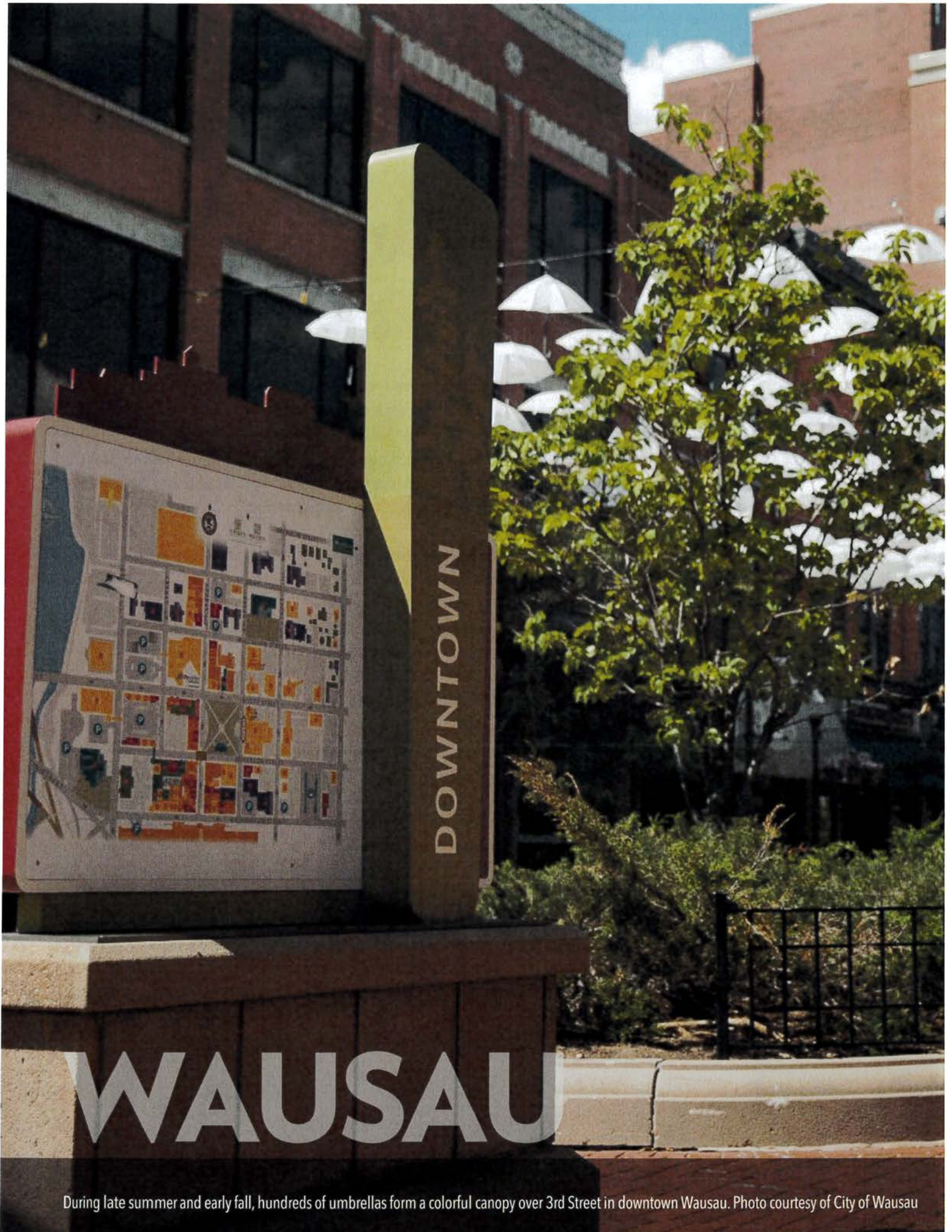




UNIVERCITY ALLIANCE

ANNUAL REPORT 2024





WAUSAU

During late summer and early fall, hundreds of umbrellas form a colorful canopy over 3rd Street in downtown Wausau. Photo courtesy of City of Wausau



CITY OF WAUSAU



1 **Granting Developer Incentives on TIF Projects: How Wausau Compares with Peer Cities** | Amy Gangl

UniverCity Alliance Scholars Program: Independent Student Research

This analysis compares Wausau with nine peer cities to determine how Wisconsin municipalities use developer incentives on Tax Increment Financing (TIF) projects and how that use changed with the COVID-19 pandemic.

2 **Analyzing Affordable Housing Options and Developing Recommendations for Wausau** | Tom Landgraf

Real Estate 611: Residential Housing Development

Real estate students developed affordable housing proposals and determined their financial feasibility after analyzing two properties in Wausau.

3 **Evaluating the ByBlock Plastic Waste Program for Wausau** | Angela Kita

Interdisciplinary Engineering 303: Applied Leadership Competencies in Engineering

Engineering students researched case studies to determine the feasibility of Wausau using a new product manufactured by a startup company called ByFusion that turns plastic waste into a material called ByBlocks that can replace cinder blocks in construction projects.

4 **Analyzing the Costs and Benefits of the Wausau ByBlock Project** | Jordan Van Rijn

Agricultural and Applied Economics 724: Practicum for Applied Economists

A cost-benefit analysis provides information that will help Wausau decide if partnering with a company that creates building material out of plastic waste is financially feasible.

5 **Designing Public Health Solutions to Connect Refugees to Viable Employment** | *Liz Bush*

Public Health 780: Evidence-Based Decision-Making

To address barriers to employment for refugees in Wausau, public health graduate students identified three interventions that target language proficiency, employment opportunities, and cultural understanding. They include employer engagement surveys, informational handouts promoting the benefits of employing refugees, and a Duolingo subscription program.

6 **Fostering a Sense of Belonging in Wausau through Design Programming** | *Uchita Vaid*

Design Studies 321: Design Programming

Four groups of design students created design programs for a community space that is welcoming, inclusive, inviting, and collaborative. They include a recreation center, multicultural youth center, indoor market, and a “village hearth” community hub.



Wausau Events hosts Concerts on the Square on the 400 Block. Photo courtesy of City of Wausau

7 **Becoming a More Pedestrian-Friendly City: Wausau, Wisconsin** | Amy Gangl

UniverCity Alliance Scholars Program: Independent Student Research

Aiming to be more friendly to pedestrians, this project identified accessibility gaps that exist to help Wausau plan for future pedestrian infrastructure projects. This work included surveying 148 people, 29 of whom took a version translated into Hmong.

8 **Developing a Regional Transit Action Plan for MetroRide Coverage Expansion** | Carey McAndrews

Urban and Regional Planning 721: Methods of Planning Analysis

In a 2022 plan, Wausau called for the expansion of MetroRide to serve surrounding municipalities. Urban and regional planning graduate students conducted precedent, demographic, economic, and quality-of-life analyses to determine strategies to improve the long-term viability of the transit system.

9 **Upgrading the Transit Department Facility** | Jan Kucher and Derek Hungness

Civil and Environmental Engineering 578: Senior Capstone Design

As Wausau MetroRide looks to update its facilities, engineering students created three designs that provide storage space for a bus fleet of 30 vehicles, introduce diesel-hybrid and electric bus charging and service capabilities, and expand office spaces for staff.

10 **Exploring Wausau Police Station Improvements** | Jan Kucher and Derek Hungness

Civil and Environmental Engineering 578: Senior Capstone Design

The project produced different engineering design plans for an improved police facility to address Wausau Police Department goals of providing increased space, improving space functionality, updating the HVAC system, and improving residents' experience.

11 **Emergency Planning for Special Events** | Angela Kita

Interdisciplinary Engineering 303: Applied Leadership Competencies in Engineering

Interdisciplinary engineering students constructed a staffing matrix for the Wausau Police Department to use as leaders consider the best strategies for responding to events in the city. The matrix establishes a safety baseline that aligns with national safety staffing standards and projects budgets for event staffing.

12 **Attracting and Retaining Public Sector Employees | Angela Kita**

Interdisciplinary Engineering 303: Applied Leadership Competencies in Engineering

Wausau expressed a need to recruit and retain employees in the city. Interdisciplinary engineering students created an Instagram page and example advertisements to reach a younger audience. Additionally, the students recommended and designed stay interviews and a data collection system, and a 30-60-90 day employee onboarding plan as strategies to retain workers.

13 **Creating a “Welcoming Wausau” Strategic Plan for the Welcoming America Designation | Joel Rogers**

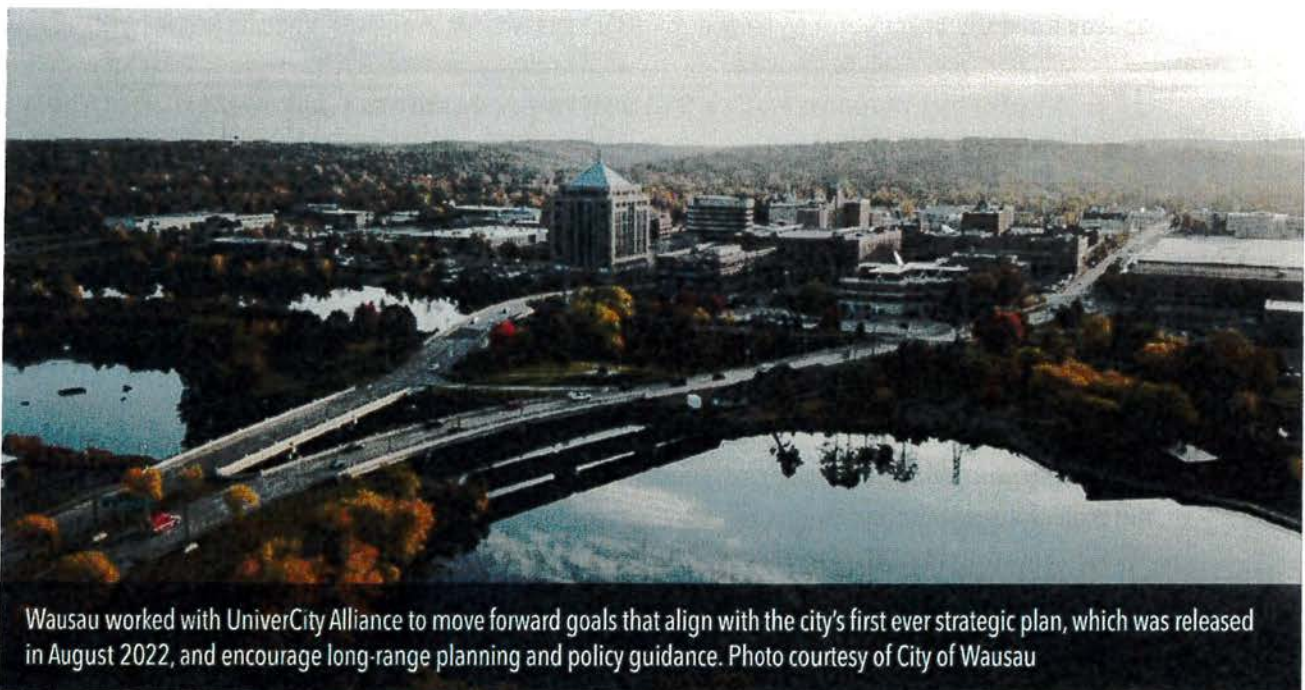
Sociology 320: Community Engaged Research for Solving Urban Problems, a High Road Practicum

Wausau aims to become a Certified Welcoming Community endorsed by Welcoming America. This report provides a strategic plan to accomplish three pillars — civic engagement, connected communities, and safe communities — of the Certified Welcoming Standard Framework.

14 **Addressing Equitable Access in Welcoming Wausau Strategic Plan | Revel Sims**

Urban and Regional Planning: Professional Project

This project will be completed in Summer 2024.



Wausau worked with UniverCity Alliance to move forward goals that align with the city's first ever strategic plan, which was released in August 2022, and encourage long-range planning and policy guidance. Photo courtesy of City of Wausau

“Ready to Innovate”

Former Wausau mayor Katie Rosenberg recaps her experience working with UW–Madison students through UniverCity.

By Abigail Becker

After watching how UniverCity worked with Marathon County from 2020–23, former mayor Katie Rosenberg was inspired to pursue working with the program to move forward goals that align with the city’s first strategic plan and encourage long-range planning and policy guidance.

Rosenberg said it was wonderful to see the students look at issues Wausau faces every day with “fresh eyes,” and that their perspectives challenged “preconceived notions” about the problems.

“The students were not subject to decades of conventional wisdom, which also meant they didn’t have conventional biases about solutions,” Rosenberg said. “We struggle sometimes in government to reimagine our opportunities, but the students were ready to innovate.”

What were your goals for the partnership?

Our goals were to bring focus to some of the projects our team would like to work on but haven’t been able to prioritize. But I also wanted the students to see what it was like working with local government and hope they catch the bug too.

What project or set of projects are you most excited to see implemented in Wausau?

I’m excited about the work on employee recruiting and retention work because we’ve seen a large decline in folks

applying to be a part of local government. I’m also excited about the work related to economic development projects that helps us understand the development landscape a little better.

What impacts have you seen so far in Wausau?

The teams have already begun using some of the work in proposals and reports. The team that compiled the state-wide Tax Increment Financing (TIF) data has probably already seen their efforts in a variety of presentations!

What did you and Wausau city staff enjoy about working with students?

The students brought in both a refreshing optimism and a time-based deliverable. I loved watching their final presentations and hearing the kinds of questions their professors and colleagues asked as well. We all ended up learning quite a bit through this process.

How do you think this partnership strengthens the relationship between UW–Madison and Wausau?

Students who will eventually graduate and think about what’s next for them will already have some great professional connections with the City of Wausau and the city’s partners. They will also have an idea of what living and working in Wausau is all about. I hope they also see that the skills they learned and the talents they honed in school have real world applications. Lastly, we have so many UW graduates living and working in Wausau too. Connecting the dots between alumni and current students was a big hit.

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

RESOLUTION OF THE FINANCE COMMITTEE

Resolution Proceeding with airport terminal renovations construction project as temporarily City only funded project administered by Wisconsin Bureau of Aeronautics (BOA) with approximately 95% of project costs to be ultimately reimbursed with FAA funding, contingent on assurance from BOA that FAA reimbursement will occur: cost of \$1.4 million.

Committee Action: Pending

Fiscal Impact: \$1,400,000 of renovations with grant funding of \$1,307,750

File Number: 23-0316

Date Introduced: September 24, 2024

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Capital Budget</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$92,250</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$1,307,750</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

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

WHEREAS, the Wausau Airport Terminal building requires extensive restorations; and

WHEREAS, the project is included in the Airports long term capital plan which was approved by the Council and is eligible for a grant that will fund 94% of the costs; and

WHEREAS, the BOA has indicated that, if the project were undertaken and paid for by the City, \$1,170,000 of the funds expended could likely be reimbursed to the City by the BOA with Bipartisan Infrastructure Law (“BIL”) Funding in 2025 before any invoices are actually received for the project construction; and

WHEREAS, additional grant funds will reimburse the city in the amount of \$137,750 with timing to depending on airport project prioritization; and

WHEREAS, the City would require assurance from BOA construction that grant reimbursement would occur; and

WHEREAS, your Finance Committee recommend proceeding with the City Airport Terminal renovation project as a sponsor only funded project administered by BOA with \$1,170,000 of project costs to be reimbursed with grant funding, contingent on assurance from BOA that reimbursement will occur.

NOW THEREFORE BE IT RESOLVED, that the Common Council approves and accepts grant funding for the City Airport Terminal renovation project; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that the City and the Airport Manager are authorized and directed proceed with the City Airport Terminal renovation project as a sponsor only funded project administered by BOA with \$1,170,000 of project costs to be reimbursed in 2025 and an additional grant of \$137,750, contingent on assurance from BOA that reimbursement will occur.

Approved:

Doug Diny, Mayor

Wausau Downtown Airport
Terminal Renovations
Estimated Funding Plan
#####

Line No.:	Funding Type:	Estimated Funding Amount Including State & Sponsor Matches*:	Sponsor Match Amount*:	Sponsor Match Percentage*:
1	Total estimated project construction cost (including construction engineering):	\$ 1,850,000	See below	See below
2	Entitlements on hand (thru FY2024):	\$ 477,000	\$ 23,850	5%
3	Temporary sponsor only commitment needed in 2024 (lines 2 minus 1):	\$ 1,373,000	N/A	N/A
4	BIL grant arriving in FY2025 (including estimated FY2025 BIL, but subtracting \$104k in BIL for Runway 5/23 needs):	\$ 804,000	\$ 40,200	5%
5	Entitlements in FY2025:	\$ 158,000	\$ 3,950	2.5%
6	BIL grant arriving in FY2026 including state & sponsor match (subtracting \$60k for RWY 31 PAPI & RWY 13/31 signs):	\$ 266,000	\$ 13,300	5%
7	Future AIP reimbursement (date TBD), funded sponsor only until then	\$ 145,000	\$ 7,250	5%
8	Project Totals (Lines 2 + 4 + 5 + 6 + 7)	\$ 1,850,000	\$ 88,550.0	4.79%

Line No.:	Sponsor Invoicing/Reimbursement Schedule:	Invoice/(Reimbursement) Amount*:
9	Estimated max amount sponsor would be invoiced for in 2025	\$ 213,000
10	Estimated max amount sponsor would be invoiced for in 2026	\$ 13,300
11	Estimated reimbursement for sponsor only funding from Line #7 (date TBD)	\$ (137,750)
12	Total ultimate sponsor match amount (this should be equal to line 8)	\$ 88,550

*There may be a very small portion of this project that is required to be funded sponsor only due to eligibility criteria. This amount is TBD and would slightly affect the figures above.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving amendment to Leave Donation Policy.	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	24-0916
Date Introduced:	September 24, 2024

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

RESOLUTION

WHEREAS, the City of Wausau’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures and,

WHEREAS, the city recognizes that employees may have serious medical issues to themselves or their families that require extended amounts of time off work and,

WHEREAS, federal FMLA laws require an employee to be employed for 1 year and worked 1250 hours and,

WHEREAS, the amendment of the donated leave policy would allow employees to receive leave donation, without having the requirement of 1 year of employment and,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to approve the policy eliminating one year employment requirement to receive leave donation and,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook will add the amendment to the donated leave policy to the Employee handbook, upon action of this Council.

Approved:

Doug Diny, Mayor



POLICY

TITLE:	Leave Donation Policy
ISSUER:	Human Resources
COVERAGE:	All Employees
AUTHORITY:	Human Resources
DATE:	
DURATION:	Indefinite, review in 2019
SYNOPSIS:	This Notice describes how employees will be able to donate paid leave time to employees that have a FMLA qualifying event that requires additional time off in excess of their available paid time off covered under FMLA-Family Medical Leave.

Leave Donation

The City of Wausau recognizes that employees may have a serious medical illness or injury to themselves or an immediate family member that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need, all eligible employees will be allowed to donate vacation hours from their unused vacation balance to a sick leave bank in accordance with the policy outlined below. Participation in this policy is strictly voluntary.

Eligibility

Employees who donate or receive paid leave via this policy must have been employed with the City of Wausau, in good standing, ~~for a minimum of 1 year.~~

Guidelines

Employees who would like to make a request to receive donated paid leave must have a situation that meets the criteria set out by Federal/Wisconsin Family and Medical Leave Act. Appropriate medical documentation must be provided to the Human Resources Department before your request may be approved.

Qualifying Event

The employee may request donated paid leave for a serious health condition qualifying under Federal/Wisconsin Family Medical Leave (FMLA) for the employee or an immediate family member. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker etc. The serious health condition must meet the criteria established by Federal/Wisconsin FMLA.

Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balance due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future paid leave time to donate.

If the recipient employee has available paid leave time in their balance, this time will be used prior to any donated paid leave time. Donated paid leave time may only be used for time off related to the approved request.

Employees qualifying for Income Continuation Insurance and or Long Term Disability Insurance must actively pursue benefits. Leave will not be used to supplement these benefits.

Employees who receive donated vacation time may receive no more than 480 hours (12 weeks) within a calendar year. Employees who are currently on an approved leave of absence cannot donate vacation time.

Employee who receives donated time will be responsible for applicable taxes, and responsible to report amounts to the proper entities. Employees who donate vacation time will be responsible for reporting any applicable gifted amounts to the proper entities.

Employees will hold harmless the City of Wausau for any non-participation, tax liability and or loss of paid leave time or determination that situation does not qualify under the stipulations mentioned above.

Procedure

- Employees who wish to donate paid vacation to a sick leave bank must complete a Donation of Paid Leave Form.
- Employees requesting paid sick leave must complete a Donation of Paid Leave/Time Request Form.
- Applications for donated paid leave must be submitted within 25 calendar days of the need for donated leave.
- All forms should be returned to Human Resources.
- Vacation hours donated will be converted to reflect differences in pay rates. For example: donating employee donates 8 hour with pay rate of \$15.00/hour; receiving employee pay rate is \$12.00/hour receiving employee will receive 10 hours of sick leave added to their bank. Donating employee donates 8 hour with pay rate of \$12.00/hour; receiving employee pay rate is \$20.00/hour, receiving employee will receive 6 hours of sick leave added to their bank.

Approval

Requests for donations of paid leave time must be approved by Human Resources, the employee's immediate Supervisor and the Department Head.

Leave Banks

At year end, all donated balances will be removed. Donated leave cannot be returned to the donor.

Human Resource Committee Packet

September 2024

Agenda Item
Discussion and possible action to approve amending the leave donation program to include employees with less than one year of service.
Background
In our current donated leave policy, employees must be employed for at least a year, and be FMLA eligible. FMLA requires employees to be employed for one year and complete 1250 hours of work. Presently, new employees have no way to access donated leave . The city has experienced a few instances where donated leave is available to an employee, but they are not eligible to accept it. I would like to discontinue the requirement of one year of employment to be eligible for donated leave.
Fiscal Impact
none
Staff Recommendation
Discuss and possible action on approving amending the donated leave policy to drop the one year of employment requirement.
Staff contact: James Henderson (715-261-6634)

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving security door policy.	
Committee Action: pending	
Fiscal Impact: None	
File Number: 24-0917	Date Introduced: September 24, 2024

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

RESOLUTION

WHEREAS, the City of Wausau’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures and,

WHEREAS, Employees, visitors, and contractors have the expectation to conduct business in a professional and safe environment and,

WHEREAS, all city employees are responsible for committing and becoming involved in the promotion of a safe work environment and,

WHEREAS, this policy must be followed by all employees and,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to approve the Security Door Policy and,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook will add the Security Door Policy, upon action of this Council.

Approved:

Doug Diny, Mayor



POLICY

DATE: September 30, 2024
TITLE: Security Door Policy
ISSUER: Human Resources
COVERAGE: All employees
AUTHORITY: Human Resources Department
DURATION: Indefinite
ADOPTED: Date
AMENDED: Date
REVIEWED: Date

PURPOSE

The City of Wausau is committed to providing a safe workplace for its employees and a safe environment for the citizens of the community. This policy applies to all employees, public officials, and the public. Door security falls under the OSHA rules of safe workplace practices.

POLICY

Employees, visitors, and contractors have the expectation to conduct business in a professional and safe environment. **At no time will** security doors or external doors be tampered with or propped open. All city employees are responsible for committing **to** and becoming involved in the promotion of a safe work environment. This policy must be followed by all employees. This policy will be maintained and reviewed by the Fleet Safety Board every two years to ensure proper safety measures are in place.

DEFINITIONS

ALICE – A Live Interactive Customer Experience, ALICE is a virtual receptionist/visitor management system designed to greet visitors. Visitors can access employee directory, call employees and check-in for meetings and appointments.

Aldersperson – An elected member of a local government who represents a specific ward or district within a municipality.

Contractor – a person or a company that undertakes a contract to provide materials or labor to perform a service or do a job.

Employee – a person employed by the City of Wausau for wages or salary.

Visitor – a person visiting a person, or a place managed by the City of Wausau.

PROCEDURE

Employee/Alderperson/Contractor Access

1. Access to secure areas of City Hall will be granted only to personnel whose job responsibilities require access.
2. Department Heads will choose access levels.
 - a. Level 24/7
 - b. Level 5:00AM - 10:00PM, Monday - Friday
 - c. Level 7:00AM - 5:00PM, Monday - Friday
 - d. Level 4:00PM - 10:00PM, Monday - Friday
 - e. Level 8:00AM - 4:30PM, Monday - Friday

Access Key Cards

1. Access cards must not be shared or loaned to others.
2. Lost or stolen access cards must be reported immediately to the Facilities Manager and the Human Resources Department.

Facility Access

Employees

1. Employees will use their badge for access.
2. Employees who forget their badge will be issued a temporary badge for the day by their department. Employees will return the temporary badge to their manager before the employee leaves for the day.
3. Protected Services City Employees (Police, Fire and Paramedics) who do not have a badge during an emergency will be "buzzed" in by the front window.

Visitors

1. All visitors are required to use the front doors of City Hall. Visitors are not allowed to use employee entrance doors.
2. Visitors will use ALICE to contact the employee in which they have business to conduct.
3. ALICE will print a temporary badge for the visitor to wear.
4. Employees will meet the visitor and escort the visitor to the meeting location.
5. When the meeting has concluded, the employee will escort the visitor to the lobby and the visitor will check out via ALICE. Each department is responsible for monitoring their visitor check out.

Contractors

1. Contractors will be issued a contractor badge. Contractor badges identifies the holder with name and picture. Contractor badges will have building access determined by the issuing Department Head. Department Head will review monthly the need for the Contractor to have the access badge.
2. Contractors will be vetted in accordance with safety and security. Department Heads will be responsible for documentation.

Access Denied

There may be circumstances where access is denied. This could be for a variety of reasons.

- **The** employee not being available.

- Was the visitor being uncooperative/argumentative.
- Does staff not feel safe giving building access to this visitor.

Employees Responsibilities

1. Employees are not allowed to let visitors enter employee entrance doors.
2. Employees shall not prop open security doors.
3. Employees shall wear **in a visible manner** their city issued badge at all times.
4. Employees should notify their manager if a visitor is viewed without a visitor badge.
5. Employees will report when their badge is lost or stolen.
6. Employees will report when their badge is damaged **and** obtain a replacement.
7. If a badge is lost or damaged, employees may be required to pay for the badge replacement as outlined in this section.
 - a. Employees who lose their original badge will be issued a replacement badge free of charge.
 - b. Employees who lose their replacement badge will be charged a fee of \$5.00 via payroll deduction for additional badges.
 - c. Damaged badges will be replaced at no charge. (Employee must surrender damaged badge.)
8. Employees will not share or give their issued badge to other employees or the public.

Management Responsibilities

1. Managers should be verifying that employees are wearing their City issued badge.
2. Managers should be observing that employees are not sharing their issued badge.
3. Managers should be verifying that employees are following the policies and procedures regarding door access.
4. Managers should be observing that visitors are wearing visitor badges.
5. Managers will determine access levels of employees based on the needs of the organization.
6. Managers will be responsible for contracted members badges.
7. Managers are responsible for collecting badges from separated employees and returning those badges to the Human Resources Department.
8. **Human Resources will be responsible for changing, suspending, or eliminating access assigned to a badge.**

Non-compliance

1. Non-compliant employees will be subject to discipline up to and including termination.
2. Non-compliant contractors will have their access revoked.

Approved and adopted by Common Council on this _____ day of _____, YEAR.

Signature line

Approved and amended by XXX on DATE of amendment. Sign next to it or have a signature line

Approved as to form by the City Attorney on XXX



**CITY OF WAUSAU
CITY HALL SECURITY ACCESS REQUEST FORM**

City Hall Employees will be automatically provided with Standard Security Access (Monday – Friday, 6:00 a.m. to 6:00 p.m.). This form should be completed for employees who are requesting 24/7 Access and are authorized to work outside of normal business hours. FLSA Non-Exempt employees (hourly employees) must time in/out for all hours worked.

EMPLOYEE INFORMATION

Name: _____ Employee #: _____

Department: _____ Job Title: _____

FLSA Type: Non-Exempt Exempt Employee Type: Full-Time Part-Time

Position Schedule: _____

Please explain why this employee needs 24/7 access.

APPROVAL SIGNATURES

By signing this form, the Department Director accepts responsibility for granting 24/7 Access to the employee. Authorizing 24/7 Access does not approve an alternative work schedule for an employee.

Department Director Approval: _____ Date: _____

Mayor Approval: _____ Date: _____



**CITY OF WAUSAU
CITY HALL SECURITY ACCESS REQUEST
FOR
CONTRACTORS**

CONTRACTOR INFORMATION

Company Name: _____

Name of Contractor: _____

Reason for Access: _____

General Location for Work: _____

Dates Needed for Access: _____

Time of Access: _____

Is a Background Check Needed? Yes No

Request Submitted By: _____

APPROVAL SIGNATURES

By signing this form, the Department Director accepts responsibility for granting access to the contractor.

Department Director Approval: _____ Date: _____

Mayor Approval: _____

Date: _____

Human Resource Committee Packet

September 2024

Agenda Item
Discussion and possible action to approve new security policy
Background
Council approved the installation of a security door to restrict access to upper levels of city hall. The City of Wausau is committed to providing a safe workplace for its employees and a safe environment for the citizens of the community. This policy applies to all employees, public officials, and the public. Door security falls under the OSHA rules of safe workplace practices.
Fiscal Impact
none
Staff Recommendation
Discuss and possible action on approving Security Door Policy
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