



OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, December 9, 2014 at 7:00 pm.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations:

Public Comment: (Pre-registered citizens for matters appearing on the agenda)
 Communications: (Mayor / Alderpersons / Department Heads or designee)
 Committee Reports: (All standing and non-standing committees, commissions or boards)

File #	CMT	Consent Agenda	ACT
14-1001		Minutes of previous meetings. (10/14/14)	
14-1204	CISM	Initial Resolution setting a public hearing regarding vacating and discontinuing a portion of existing Curling Way cul-de-sac	Approved 5-0
12-0110 A	CISM	Resolution authorizing sale of recently acquired tax deed property from the city to Marathon County east of Curling Way	Approved 5-0
12-0110 B	CISM	Resolution authorizing donation/sale of recently acquired tax deed property from the city to Wausau Curling Club west of Curling Way	Approved 5-0
12-0110 C	CISM	Resolution authorizing sale of recently acquired Wausau Cemetery Association property east of Curling Way to Marathon County	Approved 5-0
12-0110 D	CISM	Resolution authorizing sale of city owned property east of Curling Way to Marathon County	Approved 5-0
12-0110 E	CISM	Resolution approving property exchange agreement between City and Marathon County regarding Curling Way Project	Approved 5-0
12-1106	CISM	Resolution authorizing downtown Snow/Ice Removal 2014-2015	Approved 5-0
14-1205	CISM	Resolution approving utility easement at 900 East Bridge Street and 915 East Bridge Street (Wisconsin Public Service)	Approved 5-0
14-1206	PLAN	Resolution approving a conditional use at 801 Genrich Street to allow for a flea market, in a M2, General Industrial District. (Stumpner)	Approved 5-0
14-0108	PH&S	Resolution Approving or Denying Various License as Indicated	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
14-1203		Confirmation of Mayor's Appointments.	
12-0507	CISM	Resolution approving revisions to State/Municipal Agreement for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street	Approved 5-0
14-0108	PH&S	Resolution considering the report including the Findings of Fact, Conclusions of Law and Recommendation with regard to revocation of the Operator Lapsed License of Susan Mae Lecher	Approved 5-0
		Suspend Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required)	
14-1109	FIN	Resolution Adopting the 2015 City of Wausau Budget and general property tax to support same.	
03-0717	FIN	Resolution Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from 1/1/15 through 12/31/15	Pending
03-0717	FIN	Resolution Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from 1/1/15 through 12/31/15	Pending

Public Comment & Suggestions - (for matters not appearing on the agenda)

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, for the purpose of conferring with legal counsel regarding:

- A. Offer to Compromise from Siemens Energy (Wausau Wastewater Treatment Plant-Blower)
- B. Gary R. Stein et al v. City of Wausau (HWY 51/U Interchange Condemnation appeal, Case No 14CV678)
- C. Tax Litigation involving:
 - i. Walgreen Co. Case No. 11CV958
 - ii. Walgreen Co., Case No 14CV546
 - iii. Sears Holding Corporation, Case No. 12CV688
 - iv. Sears Holding Corporation, Case No. 14CV545 (continued)

v. Wisconsin Hospitality Group, Case No. 14CV544
vi. Financial Way, Case No. 14CV543

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 12/04/14 @ 10:00 am. Questions regarding this agenda may be directed to the City Clerk.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, October 14, 2014, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

10/14/2014 7:06:22 PM

Roll call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Nagle, William P.	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Proclamation

Mayor Tipple proclaimed *October 26 through November 1, 2014, as WHITE RIBBONS AGAINST PORNOGRAPHY WEEK* and called upon all citizens of Wausau to wear or display white ribbons and visit Morality in Media at www.pornharms.com as a sign of their commitment to standards of decency and as citizens give their support for those who enforce the laws against obscenity.

Public Comment (Pre-registered citizens for matters appearing on the agenda.)

- 1) Bryan Morel, 202 1st St, owner of It's Our Clubhouse, addressed the Council appealing the proposed 60 day suspension of his liquor license. He felt 60 days was somewhat harsh and indicated they have been working at controlling their crowds, are keeping the doors closed, and have turned over surveillance video. He asked for a chance to show that they can operate the tavern in the city in a positive manner.
- 2) Robert Mielke, 315 S. 8th Ave, commented on the garbage & recycling proposal as well as the possible repeal of the ordinance providing a referendum vote for citizens regarding municipal fees.
- 3) James Treu, 4801 Evergreen Rd, previous owner of Treu's Tic Toc, spoke regarding the Thomas Street project and his concern of the resulting loss of the parking lot for the tavern now owned by his niece and nephew.
- 4) Sam Morgan, 3418 Polzer Dr, spoke in opposition to the repeal of ordinance regarding Chapter 3.10 providing a referendum vote for new municipal fees.
- 5) Matt Kaiser, 2903 Glendale Ave, spoke in opposition to the repeal of Chapter 3.10 and felt the city has a spending problem.
- 6) Robert Baumann, 1040 1/2 S. 5th Ave, stated he opposed the Thomas Street project and didn't need four lanes and a median. He did not want to lose his home and pet.
- 7) Angela Pendley, 242 E Thomas, agreed Thomas Street should get fixed, but not have four lanes or a median.
- 8) Deb Ryan, 702 Elm St, commented on the proposed repeal of Chapter 3.10 and garbage & recycling.
- 9) Eric Baeza, 137 E Thomas St, spoke regarding the Thomas Street neighborhood and his opposition to the Thomas Street project and four lanes.
- 10) Kou Xiong, 137 1/2 E Thomas St, opposed the four lanes for Thomas Street but was in favor of the median lane.
- 11) Phil Keller, 1400 Woodland Ridge Rd, indicated he represents a group of people who wanted him to speak on their behalf. If the project must happen, they favor the two lane plan over the four lane plan so as not to lose their homes.
- 12) Tom Kilian, 133 E Thomas St, spoke in opposition to the Thomas Street project, especially the four lane section. He did not feel TID funding was appropriate for a road construction project.
- 13) Randy Radtke, 244 Wyatt St, was opposed to four lanes on Thomas Street.
- 14) Janet Kunzak, 129 E Thomas St, was opposed to four lanes on Thomas Street.
- 15) Larry Anklam, 1040 S 1st Ave, did not want to lose his home of 37 years and asked the Council to reject the four lane option.
- 16) Don Levandowski, 6626 Mission Lake Rd, Hatley, owner of eight properties in the City of Wausau, opposed the repeal of Chapter 3.10 and commended Alderman Neal for his commentary in the paper. He also commented on the cost of contamination in regard to the Thomas Street project and issues with a median.

Communications and Reports

None

Motion by Nutting, second by Mielke to approve all items on the Consent Agenda as presented:

Nagle requested a correction to the minutes of 8/13/14, page 6, paragraph 5, change his quote from "unfair for them to be fined with that kind of money now" to "unfair for them to find that kind of money now."

14-0801 Minutes of previous meetings (8/13/14 & 8/26/14)

14-1008 Initial Resolution of the Capital Improvements and Street Maintenance Committee setting a public hearing regarding vacating and discontinuing Junction Street south of McDonald Street.

14-1004 Resolution of the Capital Improvements and Street Maintenance Committee Establishing Assessment Rates for 2015 New Street Construction Projects.

98-0809 Resolution of the Capital Improvements and Street Maintenance approving a Temporary Easement for use of Lake View Court Right-of-Way (Cynthia Ecklund, Lee's Famous Recipe).

99-1217 Ordinance of the Parking and Traffic Committee amending Section 10.01.080 Penalty relative to handicapped parking.

12-1005 Resolution of the Plan Commission amending the precise implementation plan for 1015 South 17th Avenue to allow for a digital message sign in an existing Unified Development District. (Thunder Lube).

14-0108 Resolution of the Public Health and Safety Committee approving or denying Various Licenses as Indicated.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

14-1007

Motion by Wagner, second by Rasmussen to adopt a Resolution of the Public Health & Safety Committee considering the report, including the Findings of Fact, Conclusions of Law and Recommendations with regard to the Class "B" Beer & Liquor License of Its Our Clubhouse LLC (Bryan Morel, agent and member) for the premises located at 738 S. 3rd Avenue.

City Attorney, Anne Jacobson, stated the Council has been provided reports and the Findings of Fact and Conclusions of Law from a suspension hearing held on October 6, 2014, as well as a copy of his written objection dated October 9, 2014. She noted the owner feels 60 days is too harsh and is asking for a lesser period. She reviewed the facts of the case and summarized the complaints and stated if the Council finds the complaint to be true they may suspend the license for not less than 10 days or more than 90 days. She indicated following the taking of evidence and viewing of two police videos, the Public Health & Safety Committee has recommended a suspension for a period of 60 days.

Rasmussen stated the committee felt Mr. Morel's proposed voluntary 15 day suspension was not enough and remained unconvinced that his proposal addressed a critical failure in what is taking place at Its Our Clubhouse and his management style. It is insufficient time to address the problems, re-train and re-hire staff, install a kitchen to offer food and to refine his management style. The committee felt 15 days was merely a vacation and all the things happening there will return as soon as the doors open again. PH&S recommended 60 days as a time of reflection and retooling. He would re-open mid December in time of New Year's Eve and give him a chance to emerge better.

Chief Hardel stated when the Clubhouse opened the Police Department reached out to Mr. Morel numerous times because we wanted to forge a positive relationship with him and set clear expectations. It lasted for a short time and then he became defiant and uncooperative to officers who responded to disturbances. He felt the behavior taking place at the bar was a liability to the city and asked them to hold Mr. Morel accountable.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Suspend Rule

10/14/2014 8:09:30 PM

Motion by Neal, second by Nagle to Suspend Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required)

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

06-1016 Discussion Re: Ordinance of the Common Council repealing Chapter 3.10 Fees for Municipal Services.

Nagle stated the Finance Committee voted to place the issue of recycling and refuse fees on the April ballot for referendum. But because of the current storm water burden on the taxpaying residents and businesses in Wausau and the burden of the cost of future replacement and repair of ancient storm sewers, there was a feeling that the Council should have hearings and consider on its own the repeal of our requirement to have a referendum only on our storm water fees and ordinance creating a storm water utility.

Rasmussen stated she has received a lot of feedback from residents and the repeal of Chapter 3.10 is very unpopular. People believe this direct legislation was passed onto us with the feeling that they would have a say in how these things get assigned and assessed to them. She felt amending it to removed specific fees would set a precedent. Neal indicated he did not support the repeal and believed in holding binding referendums.

Call the Question

10/14/2014 8:16:32 PM

Motion by Winters, second by Abitz to call the question.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	NO
2	Wagner, Romey	YES
3	Nutting, David E.	NO
4	Neal, Tom	NO
5	Gisselman, Gary	NO

6	Winters, Keene	YES
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	NO
11	Mielke, Robert	NO

Wagner commented some people think the surrounding communities must be a better place to live because the taxes are lower, but it is not really a true statement if the City of Wausau has the ground water and the garbage & recycling on our tax bill and the other municipalities don't. He stated we struggle with whether all things should go to a referendum, although he believes referendums are important and that is why they voted to send garbage & recycling to referendum. Whether or not an informed decision can be made as to who is responsible for thousands of square feet of paved property and if residents should be shouldering the burden for that in a tax bill is the question. He was not sure we could educate everyone in the proper way on the storm water side of this. He stated he would support the amendment to remove the storm water from the ordinance, but also supported the ordinance remaining in force for the other fees. He pointed out state law prevents us from raising fees higher than what we reduce the tax levy.

Gisselman did not feel the amendment was appropriate for tonight and he was not prepared to debate it; he stated it deserves a larger discussion at another meeting.

Ric Mohelnitzky, DPW Superintendent, stated a lot of our storm sewer is very aged and we had a past incident where we had a large cave in over by the Social Services building. The pipe that failed there was installed in 1890 in a tunnel of brick 50 feet deep. Recently with the new storm water criteria we need to manage our storm water utility by cleaning catch basins, manholes, storms and street sweeping. These costs are going to get higher.

06-1016 Amendment

10/14/2014 8:31:35 PM

Motion by Nagle, second by Nutting to repeal that part of Chapter 3.10 that applies to a storm water management fee and/or the creation and operation of a storm water utility.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	NO
5	Gisselman, Gary	NO
6	Winters, Keene	NO
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	NO
10	Abitz, Sherry	NO
11	Mielke, Robert	NO

06-1016

10/14/2014 8:32:22 PM

Motion by Neal, second by Nagle to adopt an Ordinance of the Common Council repealing Chapter 3.10 Fees for Municipal Services.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	NO
2	Wagner, Romey	NO
3	Nutting, David E.	NO
4	Neal, Tom	NO
5	Gisselman, Gary	NO
6	Winters, Keene	NO
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	NO
10	Abitz, Sherry	NO
11	Mielke, Robert	NO

02-1005 Thomas Street Project (Opening remarks of CISM Chair)

Rasmussen stated the plan before them does everything CISM was asked to do by the Committee of the Whole: 1) it sits in a smaller footprint; 2) it has a smaller price tag; and 3) it requires us to purchase fewer homes. It also has provisions that will allow us to address concerns of people who were under the assumption they were leaving that may now not be in the path of the buyout. The plan also allows our Economic Development Committee an opportunity to offer some home improvement grants and create some communication conduits by which people who want to come to the corridor can connect with people who want to leave. The plan recommended is fundamentally safer and contains a higher score in terms of aesthetics. An AECOM representative summarized the plan for Thomas Street.

02-1005 Amendment

10/14/2014 9:40:41 PM

Motion by Gisselman, second by Nagle to amend the Resolution of the Capital Improvements & Street Maintenance Committee approving Thomas Street design concept and plan from Wisconsin River to 17th Avenue, to include the following: 1) A three-lane design, including a two-way left turn lane (TWLTL), from the Thomas St. Bridge west to 17th Ave, as shown on the attached map; 2) Traffic signals will be installed at the 3rd Avenue and 11th Avenue intersections with Thomas Street; and 3) Completion of this design phase will permit the final development of a right-of-way plat to provide a formal plan for property acquisition.

Gisselman stated the traffic counts as provided by GRAEF do not indicate that level of roadway (four lanes) needs to be built. He indicated he was also submitting the amendment because of the importance of keeping the neighborhood a neighborhood. He pointed out there could be a contamination liability issue with continued development. He felt a two-way left turn lane would function well as shown by research. Discussion on pros and cons of the amendment followed.

Yes Votes: 5 No Votes: 6 Abstain: 0 Not Voting: 0 Result: FAIL

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NO
3	Nutting, David E.	NO
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	YES
10	Abitz, Sherry	NO
11	Mielke, Robert	NO

02-1005 Amendment

10/14/2014 9:45:14 PM

Motion by Neal, second by Mielke to amend the Resolution of the Capital Improvements & Street Maintenance Committee approving Thomas Street design concept and plan from Wisconsin River to 17th Avenue, to remove any further consideration, discussion and action on the east segment starting at 3rd Avenue to the Thomas Street Bridge, otherwise known as the four lane segment.

Neal stated for the sake of focus he wanted to restrict all further discussion and action on the project to the west segment, which will be built first in a separate year before the east segment. There is no urgency to deal with the issues on the east segment tonight.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NO
11	Mielke, Robert	YES

02-1005 Amendment

10/14/2014 10:00:03 PM

Motion by Neal, second to Nutting to amend the proposal to allow for a mid-block left turn to be introduced into the median project, through a cut-out design, at every point, except where it is not feasible to do so.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NO
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	NO
10	Abitz, Sherry	NO
11	Mielke, Robert	NO

02-1005

10/14/2014 10:01:23 PM

Motion by Rasmussen, second by Abitz to adopt a Resolution of the Capital Improvements and Street Maintenance Committee approving Thomas Street design concept and plan from Wisconsin River to 17th Avenue, as amended on the Council floor.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

14-0511

10/14/2014 10:02:10 PM

Motion by Nutting, second by Wagner to adopt a Joint Resolution of the Capital Improvements and Street Maintenance Committee and Plan Commission authorizing Sale of Excess City-Owned Property at 541 Evergreen Road.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

07-0814

10/14/2014 10:04:08 PM

Motion by Wagner, second by Nagle to adopt a Joint Resolution of the Economic Development and Finance Committees authorizing the Amendment to August 2007 Development Agreement between the City of Wausau and Scannell Properties #92 LLC (Wausau

Window & Wall), 7800 International Drive.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	NO
11	Mielke, Robert	YES

13-1109

10/14/2014 10:04:58 PM

Motion by Nutting, second by Neal to adopt a Resolution of the Finance Committee approving 2014 Budget Modification 80th Avenue Utility Relocation Project.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

13-1109

10/14/2014 10:05:38 PM

Motion by Neal, second by Nutting to adopt a Resolution of the Finance Committee approving 2014 Budget Modification Tax Increment District Number Six Highway 52 Median Landscape Project.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

14-1006

10/14/2014 10:06:10 PM

Motion by Rasmussen, second by Neal to adopt a Resolution of the Finance Committee authorizing the City of Wausau to purchase 1006 North First Street, Wausau, Wisconsin.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

14-1009

10/14/2014 10:08:05 PM

Motion by Nagle, second by Wagner to adopt a Resolution of the Finance Committee approving extension or renewal of city cellphone contract.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

14-1005

10/14/2014 10:08:45 PM

Motion by Wagner, second by Nutting to adopt a Resolution of the Plan Commission approving a conditional use at 1000 West Campus Drive to allow for an illuminated wall sign in a RI, Single Family Residence District (Johnson).

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Public Comment or Suggestions (for matters not on the agenda)

None

Adjourn

10/14/2014 10:09:13 PM

Motion by Nutting, second by Mielke to adjourn. Meeting adjourned at 10:10 p.m.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

Setting a public hearing regarding vacating and discontinuing a portion of existing Curling Way cul-de-sac

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 14-1204

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, the following described portion of street in the City of Wausau be vacated and discontinued:

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

That part of the public right-of-way of the Curling Way cul-de-sac as dedicated by Certified Survey Map Number 16248 recorded in the Office of Register of Deeds for Marathon County in Volume 75 of Certified Survey Maps on Page 47, lying Southwesterly of the following described line:

Commencing at the East $\frac{1}{4}$ corner of said Section 1; thence South $83^{\circ}54'41''$ West, 407.75 feet to the existing Easterly right-of-way of Curling Way as dedicated by said Certified Survey Map Number 16248; thence along said Easterly right-of-way and along the arc of a curve to the right having a chord bearing of North $28^{\circ}27'28''$ West and a chord length of 32.57 feet and a radius of 150 feet; thence along the Northerly right-of-way of said cul-de-sac as dedicated by Certified Survey Map Number 16248 and along the arc of a curve to the left having a chord bearing of North $66^{\circ}37'02''$ West and a chord length of 83.95 feet and a radius of 60 feet, to the point of beginning of said line;

Thence South $22^{\circ}51'45''$ East, 75.86 feet; thence along the arc of a curve to the left having a chord bearing of South $34^{\circ}27'53''$ East and a chord length of 72.60 feet and a radius of 180.50 feet to the Westerly right-of-way of Curling Way as dedicated by said Certified Survey Map Number 16248, and the end of said line.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its November 13, 2014 meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407

Grant Street, Wausau, Marathon County, Wisconsin, on the 13th day of February, 2015, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

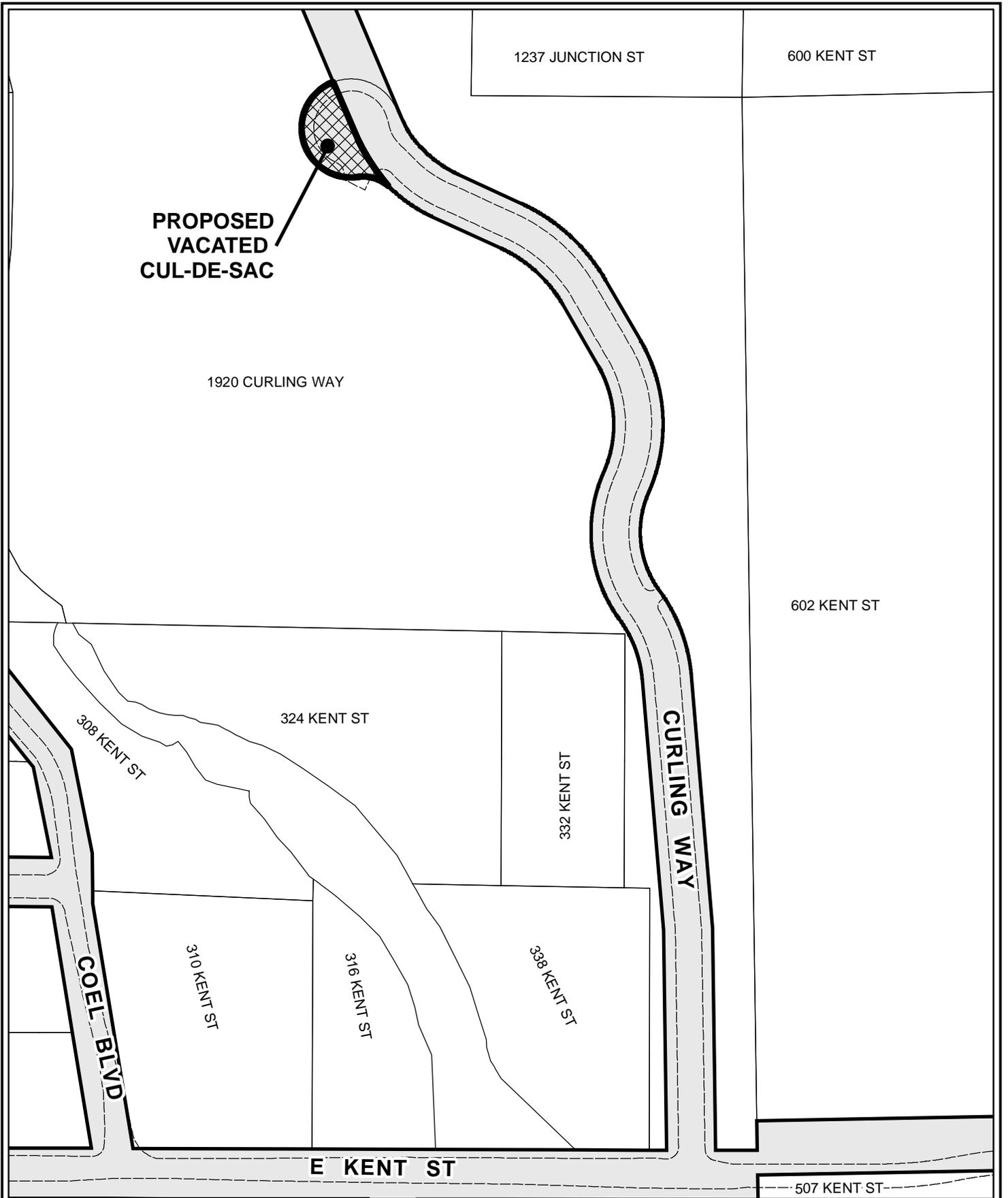
Discussion and possible action on an initial resolution to hold a public hearing to vacate a portion of the existing Curling Way cul-de-sac

Lenz explained this item is to vacate a portion of the Curling Way cul-de-sac that will not be needed once the street is extended.

Gisselman moved to approve the initial resolution to hold a public hearing to vacate a portion of the existing Curling Way cul-de-sac. Abitz seconded and the motion carried unanimously 5-0.

Abitz questioned when the road would be completed. Lenz replied the construction will not be completed until spring.

AGENDA ITEM
Discussion and possible action on an initial resolution to hold a public hearing to vacate a portion of the existing Curling Way cul-de-sac
BACKGROUND
The extension of Curling Way will leave excess right-of-way at the previous cul-de-sac. This item would begin the process to vacate the excess right-of-way.
FISCAL IMPACT
None.
STAFF RECOMMENDATION
Staff recommends approval of the initial resolution to hold a public hearing for the purpose of vacating the excess right-of-way at the previous ending of Curling Way.
Staff contact: Allen Wesolowski 715-261-6762



**PROPOSED
VACATED
CUL-DE-SAC**

1920 CURLING WAY

1237 JUNCTION ST

600 KENT ST

602 KENT ST

324 KENT ST

308 KENT ST

332 KENT ST

CURLING WAY

COEL BLVD

310 KENT ST

316 KENT ST

338 KENT ST

E KENT ST

507 KENT ST



Map Date: November 5, 2014

CITY OF WAUSAU

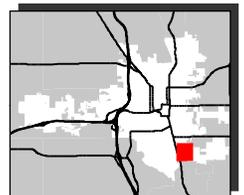
Marathon County, Wisconsin



Vacate



Paved Road



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

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

Authorizing sale of recently acquired tax deed property from the city to Marathon County east of Curling Way

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 12-0110 A

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, a relocation order was approved on January 28, 2014 and an amended relocation order was approved on May 27, 2014 for the construction of Curling Way; and

WHEREAS, on July 9, 2013, the Common Council approved a resolution asking Marathon County for ownership of tax delinquent contaminated property; and

WHEREAS, on October 10, 2014, the tax delinquent property east of Curling Way was deeded to the City; and

WHEREAS, your Capital Improvements and Street Maintenance Committee on November 13, 2014, approved transferring the subject property east of Curling Way to Marathon County.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau authorizes the transfer of tax delinquent property east of Curling Way to Marathon County.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action regarding donation/sale of recently acquired tax deed property from the City to Marathon County east of Curling Way

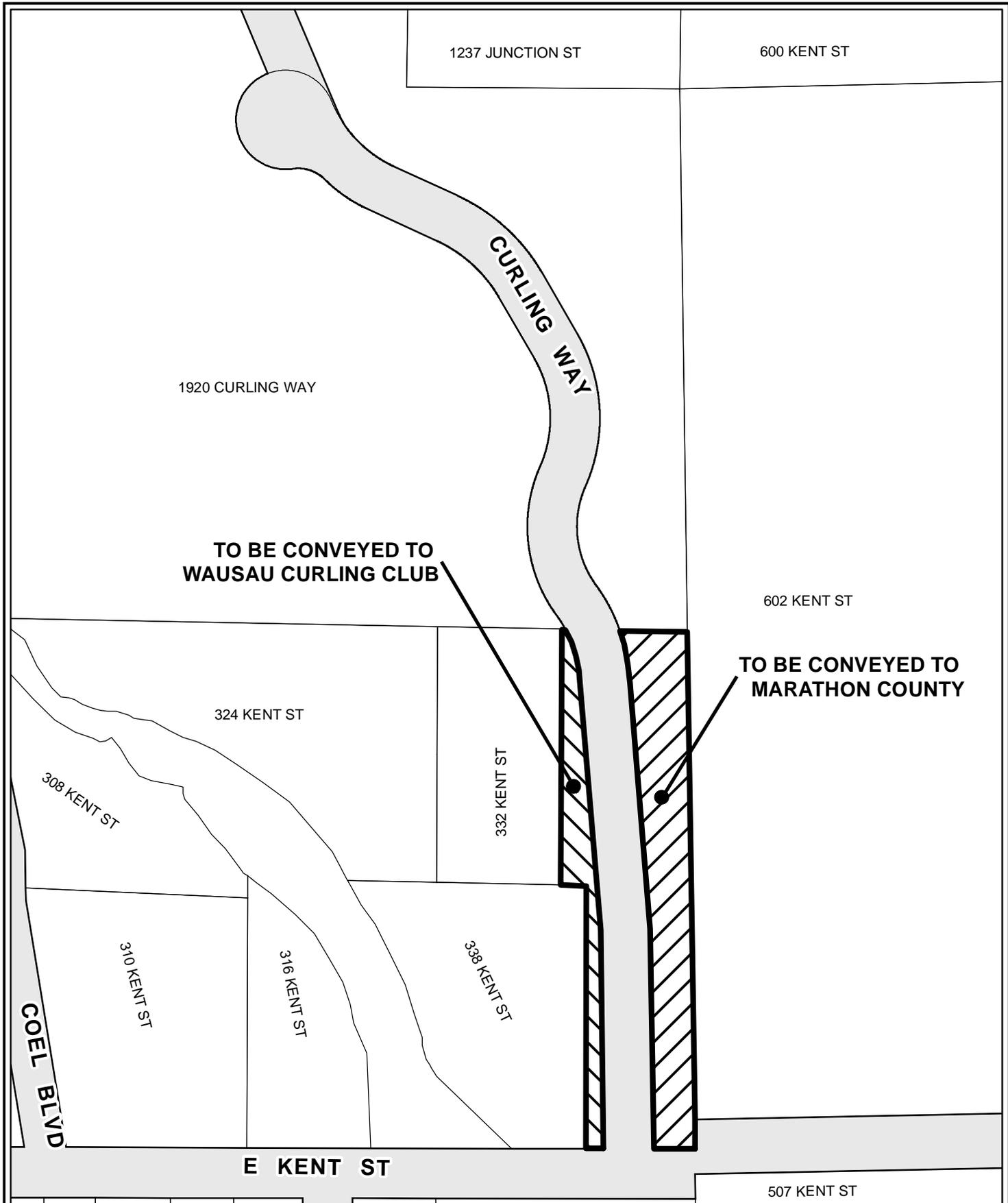
Jacobson stated after reviewing the various agreements, it was found that this parcel was not needed for Curling Way right-of-way. Staff is unsure if it should be sold or donated. The next agenda item is a very small piece that the Curling Club wanted to acquire in case they are able to acquire 332, 324, and 338 Kent Street. The Curling Club donated property to the City further north on Curling Way, so she is recommending donating this parcel. Rasmussen asked if this would be handled similarly to the way the City disposes of remnants. Jacobson explained that this parcel was not shown as being owned by the Curling Club. The Curling Club owned them but did not record the deeds. The taxes were accruing but in reality they would not have been taxed had they recorded their deeds because they are non-profit. A resolution was approved in July of 2013 asking the County for ownership of the tax delinquent contaminated properties. The County finally had them deeded to the City and now part of the parcel will be given back to the County under agenda item 11. The overall plan in the end is to have the County own all the contaminated landfill property and donate the piece on the west side of Curling Way to the Curling Club.

Kellbach moved to approve the donation/sale of the recently acquired tax deed property from the City to Marathon County east of Curling Way, with the City Attorney to determine if the property should be donated or sold. Abitz seconded.

Gisselman asked if the County owns 602 Kent Street. Lenz confirmed, saying that it is the former landfill.

There being a motion and a second, motion to approve the donation/sale of the recently acquired tax deed property from the City to Marathon County east of Curling Way, with the City Attorney to determine if the property should be donated or sold carried unanimously 5-0.

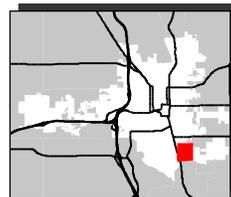
AGENDA ITEM
Discussion and possible action regarding donation/sale of recently acquired tax deed property from the City to Marathon County east of Curling Way
BACKGROUND
On July 9, 2013, the Common Council authorized the transfer of tax delinquent contaminated property to the City along Curling Way. During the course of staff meetings, it was determined that the subject property was never deeded to the city. On October 9, 2014, a tax deed was recorded and on October 10, 2014, a quit claim deed was recorded for the property. Now that the deeds have been recorded, the property to the east of Curling Way will need to be deeded to the Curling Club and the property west of Curling Way will need to be deeded to Marathon County.
FISCAL IMPACT
This will be discussed at the meeting.
STAFF RECOMMENDATION
Staff recommends approval of the donation/sale of the recently acquired tax deed property from the City to Marathon County.
Staff contact: Anne Jacobson 715-261-6593



Map Date: November 12, 2014

CITY OF WAUSAU

Marathon County, Wisconsin



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

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

Authorizing donation/sale of recently acquired tax deed property from the city to Wausau Curling Club west of Curling Way

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 12-0110 B

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, a relocation order was approved on January 28, 2014 and an amended relocation order was approved on May 27, 2014 for the construction of Curling Way; and

WHEREAS, on July 9, 2013, the Common Council approved a resolution asking Marathon County for ownership of tax delinquent contaminated property; and

WHEREAS, on October 10, 2014, the tax delinquent property west of Curling Way was deeded to the City; and

WHEREAS, your Capital Improvements and Street Maintenance Committee on November 13, 2014, approved transferring the subject property west of Curling Way to Wausau Curling Club.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau authorizes the transfer of tax delinquent property west of Curling Way to Wausau Curling Club.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

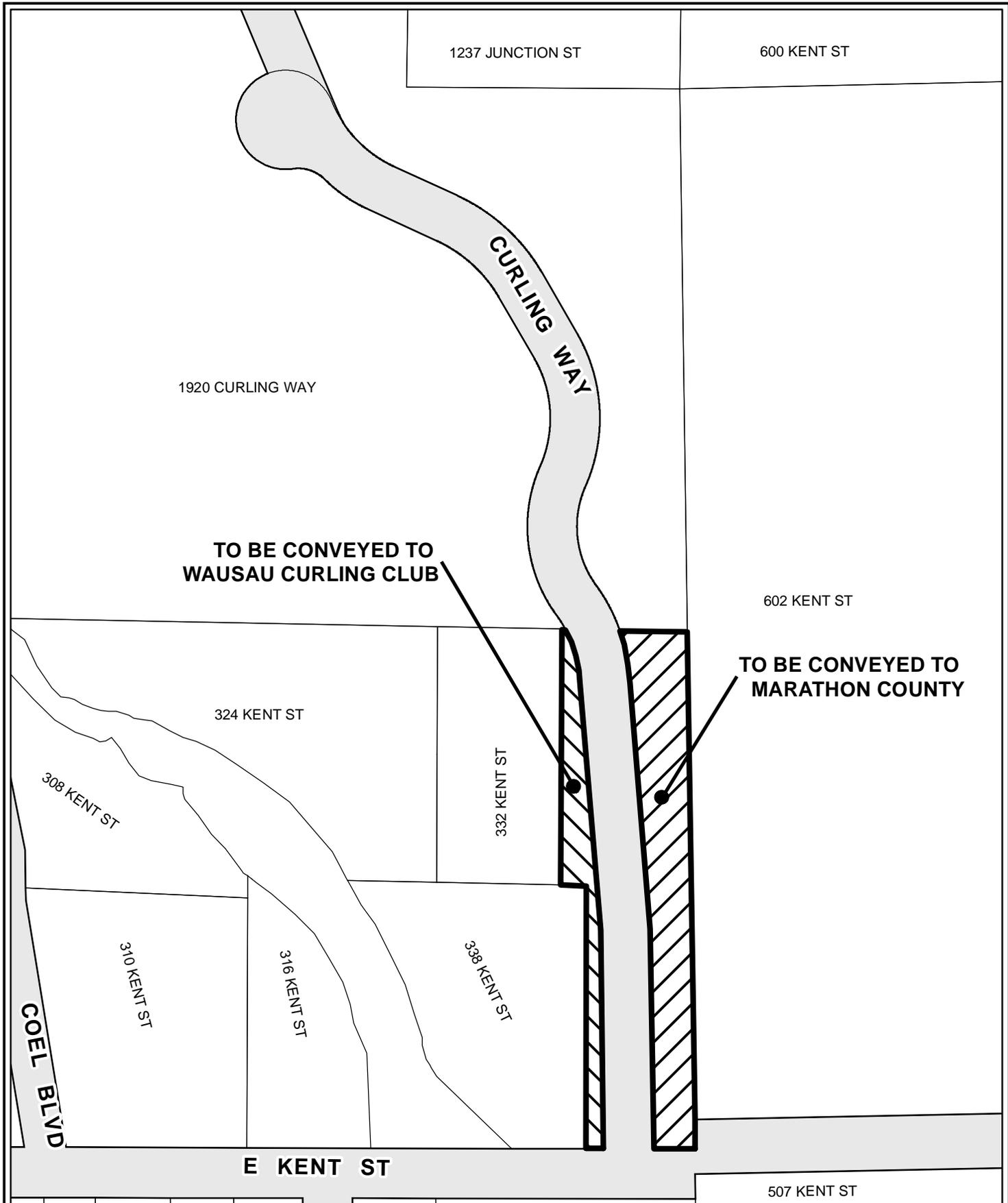
Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action regarding donation/sale of recently acquired tax deed property from the City to Curling Club west of Curling Way

Jacobson stated this parcel is located west of Curling Way and would be donated or sold to the Curling Club.

Gisselman moved to approve the donation/sale of the recently acquired tax deed property from the City to the Curling Club west of Curling Way, with the City Attorney to determine if the property should be donated or sold. Kellbach seconded and the motion carried unanimously 5-0.

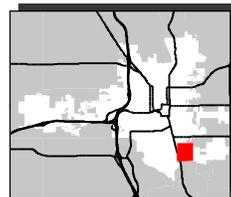
AGENDA ITEM
Discussion and possible action regarding donation/sale of recently acquired tax deed property from the City to Curling Club west of Curling Way
BACKGROUND
On July 9, 2013, the Common Council authorized the transfer of tax delinquent contaminated property to the City along Curling Way. During the course of staff meetings, it was determined that the subject property was never deeded to the city. On October 9, 2014, a tax deed was recorded and on October 10, 2014, a quit claim deed was recorded for the property. Now that the deeds have been recorded, the property to the east of Curling Way will need to be deeded to the Curling Club and the property west of Curling Way will need to be deeded to Marathon County.
FISCAL IMPACT
This will be discussed at the meeting.
STAFF RECOMMENDATION
Staff recommends approval of the donation/sale of recently acquired tax deed property from the City to Curling Club west of Curling Way.
Staff contact: Anne Jacobson 715-261-6593



Map Date: November 12, 2014

CITY OF WAUSAU

Marathon County, Wisconsin



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

**RESOLUTION OF CAPITAL IMPROVEMENT & STREET
MAINTENANCE COMMITTEE**

Authorizing sale of recently acquired Wausau Cemetery Association property east of Curling Way to Marathon County

Committee Action: Approved 5-0

Fiscal Impact: \$10.00

File Number: 12-0110 C

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, a relocation order was approved on January 28, 2014 and an amended relocation order was approved on May 27, 2014 for the construction of Curling Way; and

WHEREAS, your Common Council, on August 26, 2014 approved the Agreement for the Purchase and Sale of Real Estate between the Wausau Cemetery Association and the city which involved swapping of the remnant property west of Curling Way for cemetery-owned property east of Curling Way; and

WHEREAS, Marathon County is interested in obtaining the property recently acquired by the city east of Curling Way from the Wausau Cemetery Association, for landfill closure and maintenance purposes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their October 9, 2014 meeting, approved transferring the property to Marathon County; and

WHEREAS, Marathon County has requested to obtain this property by sale.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau authorizes and directs the proper city officials to execute the necessary documents for the sale of the subject property to Marathon County.

Approved:

James E. Tipple, Mayor

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

Authorizing sale of city owned property east of Curling Way to Marathon County

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 12-0110 D

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, a relocation order was approved on January 28, 2014 and an amended relocation order was approved on May 27, 2014 for the construction of Curling Way; and

WHEREAS, a parcel was surveyed as an outlot for Curling Way and a tiny piece of land remained; and

WHEREAS, your Capital Improvements and Street Maintenance Committee on November 13, 2014, approved transferring the subject remnant parcel to Marathon County.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau authorizes the transfer of the subject remnant parcel to Marathon County.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

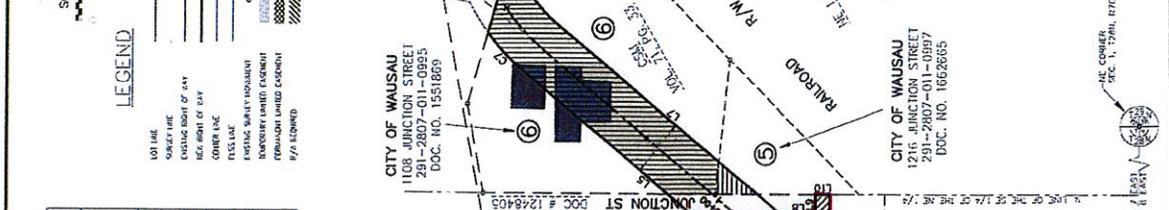
Discussion and possible action regarding donation/sale of City property east of Curling Way to Marathon County

Jacobson referred to the second revision of the relocation map. There was a parcel surveyed as an outlet. A tiny triangular piece was created where the road curves. This piece is not needed for road right-of-way. Abitz moved to approve the donation/sale of City property east of Curling Way to Marathon County, with the City Attorney to determine if the property should be donated or sold. Gisselman seconded and the motion carried unanimously 5-0.

Mayor Tipple noted that Jacobson and staff worked tirelessly to put this together. Some of the items are time sensitive due to a \$50,000 grant. He thanked them for their effort to make this happen before year end.

CITY OF WAUSAU
 Engineering Department
 445 EAST STREET, WAUSAU, WI 54985
 (715) 291-9100 FAX: (715) 291-9150

DESIGNED FOR: RAILROAD
 DATE: 08/07/2014
 PREPARED BY: R. J. BROWN
 CHECKED BY: R. J. BROWN
 APPROVED BY: R. J. BROWN
 POINT FILE: 0880.TPO



SCHEDULE OF LANDS & INTERESTS REQUIRED

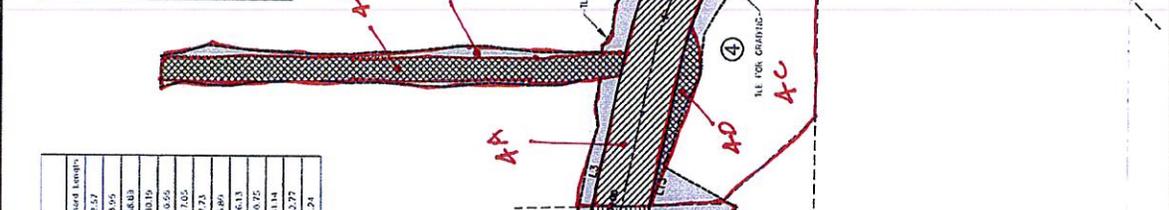
PARCEL NUMBER	OWNER(S)	INTERESTS REQUIRED		TOTAL		TOTAL ACRES
		FE & TLE	FE & TLE	FE & TLE	FE & TLE	
1	WAUSAU CURLING CLUB, INC.	FE & TLE	25,771	25,771	10,780	16,551
2	MARATHON COUNTY	FE & TLE	2,776	2,776	17,926	20,702
3	CHICAGO & NORTHWESTERN RAILWAY	FE & TLE	39,099	39,099	20,319	59,418
4	WAUSAU CEMETERY ASSOCIATION	FE & TLE	749	749	749	1,498
5	CITY OF WAUSAU	FE & TLE	17,585	17,585	17,585	35,170
6	CITY OF WAUSAU	FE & TLE	-	-	-	-

Curve Table

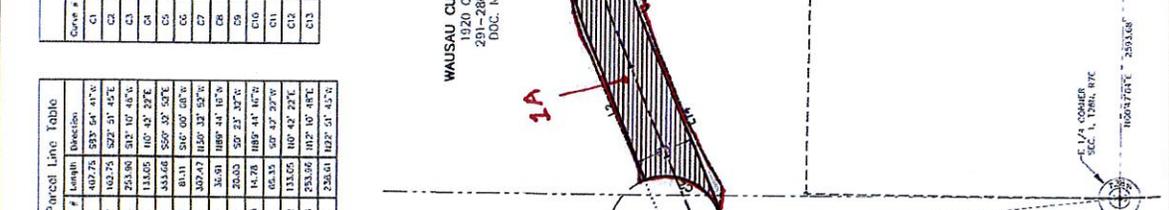
Curve #	Length	Bearing	Radius	Delta	Chord	Chord Length
C1	33.64	156.00	13.47	536.27	207.2	32.57
C2	92.98	60.00	88.79	166.57	107.2	63.95
C3	171.56	286.55	35.04	597.39	207.2	168.89
C4	285.38	435.52	33.98	539.10	167.2	288.19
C5	143.01	166.00	61.46	123.36	63.1	143.55
C6	122.67	176.00	61.42	124.55	157.2	181.05
C7	57.48	236.00	18.42	543.25	171.2	57.73
C8	86.74	176.00	29.23	539.55	60.2	86.89
C9	103.97	236.00	42.34	1052.27	547.2	106.13
C10	166.60	236.00	68.42	1052.27	603.2	169.25
C11	246.00	376.00	37.68	537.10	167.2	247.14
C12	134.86	236.50	35.64	537.20	207.2	133.77
C13	17.25	150.50	8.26	536.57	60.2	17.24

Parcel Line Table

Line #	Length	Bearing	
L1	402.75	337.54	41.5
L2	102.75	297.51	43.5
L3	253.93	107.10	43.5
L4	111.62	107.47	27.2
L5	343.63	559.32	32.2
L6	81.31	507.07	48.5
L7	300.27	145.97	58.5
L8	35.01	189.44	107.5
L9	26.03	507.23	32.7
L10	14.78	189.44	107.5
L11	65.35	507.47	207.0
L12	111.62	107.47	27.2
L13	236.36	107.10	43.5
L14	236.01	107.51	43.5



Wausau Curling Club, Inc.
 10240 CURLING WAY, SUITE 101
 WAUSAU, WI 54985
 291-2807-014-10030
 DOC. NO. 1603108



Legend

- LOT LINE
- OWNER'S RIGHT OF WAY
- RIGHT OF WAY
- OWNER'S EASE
- EASEMENT
- EXISTING SURVEY DOCUMENT
- UNDEVELOPED EXISTING
- FOURTH CLASS EXISTING
- 1/2 ACRES

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

Approving Property Exchange Agreement between City and Marathon County regarding Curling Way project

Committee Action: Approved 5-0

Fiscal Impact: \$10.00

File Number: 12-0110 E

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, Marathon County (“County”), the City of Wausau (“City”), and Holtz and Krause Steering Committee (“Steering Committee”) entered in an Agreement dated September 25, 2012 for the purposes of “acquisition, construction, maintenance and operation of a soccer sports complex on the former Holtz and Krause Landfill;” and

WHEREAS, the County and the City together with the Steering Committee have pursued the objectives set forth in the agreement, including acquisition of property by the County, the construction of the soccer sports complex by the Steering Committee and the construction of a thoroughfare across the property by the City, which is known as Curling Way; and

WHEREAS, the County and the City are currently in possession of certain pieces of property to which the other party requires title, including property containing the flare station and irrigation pump station, which the County wishes to possess and property which needs to be conveyed from the County to the City pursuant to the 2nd Revised Relocation Order; and

WHEREAS, it is the intent of the parties to this agreement that the County own all of the land East of Curling Way, and that the property lying beneath Curling Way remain dedicated as public right-of-way; and

NOW, THEREFORE, BE IT RESOLVED Marathon County shall receive parcels from the City which are described as Parcels 3C, 4C and OB as shown on the attached maps for \$10.00.

BE IT FURTHER RESOLVED the city shall receive Parcel 2A and 4D (easement) as shown on the attached map.

BE IT FURTHER RESOLVED the Common Council of the City of Wausau does hereby authorize the proper city officials to hereby execute the attached Property Exchange Agreement with Marathon County.

Approved:

James E. Tipple, Mayor

PROPERTY EXCHANGE AGREEMENT

WHEREAS, Marathon County (“County”), the City of Wausau (“City”), and Holtz and Krause Steering Committee (“Steering Committee”) entered in an Agreement dated September 25, 2012 for the purposes of “acquisition, construction, maintenance and operation of a soccer sports complex on the former Holtz and Krause Landfill;” and

WHEREAS, the County and the City together with the Steering Committee have pursued the objectives set forth in the agreement, including acquisition of property by the County, the construction of the soccer sports complex by the Steering Committee and the construction of a thoroughfare across the property by the City, which is known as Curling Way; and

WHEREAS, the County and the City are currently in possession of certain pieces of property to which the other party requires title, including property containing the flare station and irrigation pump station, which the County wishes to possess and property which needs to be conveyed from the County to the City pursuant to the 2nd Revised Relocation Order; and

WHEREAS, it is the intent of the parties to this agreement that the County own all of the land East of Curling Way, and that the property lying beneath Curling Way remain dedicated as public right-of-way; and

WHEREAS, the exchange of this property and the creation of a Certified Survey Map will facilitate the granting of a liability clarification letter with respect to the Certificate of Completion (COC) issued by the Wisconsin Department of Natural Resources , on February 18, 2014, which effectively satisfies the obligation of all Potentially Responsible Parties for the active remediation of the Landfill, pursuant to federal and state law, and would release the current owners of the site from further environmental liability related to the former Landfill, subject to the maintenance and monitoring provisions of the September, 2012 Agreement.

NOW, THEREFORE, UPON DUE CONSIDERATION, the parties hereby agree to exchange property under the following terms and conditions:

1. Marathon county will receive parcels from the City of Wausau which are described as follows:
 - a) Parcel 3C-(see attached map)
 - b) Parcel 4C with an Easement Reserved (4D)(see attached map)
 - c) Parcel 0B-(see attached map)

2. The City of Wausau will receive parcels from Marathon County which are described as follows:
 - a) Parcel 2A- (see attached map)

3. Marathon County shall pay the City of Wausau the sum of \$10.00 per parcel.
4. Exchange of Title of the parcels described above shall be accomplished by Warranty Deed.
5. Marathon County shall pay all recording fees necessary to complete this exchange.
6. The City of Wausau agrees to include all parcels deeded to Marathon County pursuant to this agreement in its landfill maintenance plan for the soccer sports complex.
7. The City of Wausau agrees to complete and record after the foregoing conveyances have been recorded, a Certified Survey map of the site boundary as shown in figure 1, Property Map, Holtz Krause Landfill, VPLE Request, and the County agrees to continue to cooperate with the City and the Steering Committee to facilitate the granting of the liability clarification letter referenced above.

Dated this _____ day of _____, 2014.

BY:

BRAD KARGER

MARATHON COUNTY ADMINISTRATOR

Dated this _____ day of _____, 2014.

WITNESS:

NAN KOTTKE

MARATHON COUNTY CLERK

Dated this _____ day of _____, 2014.

BY:

JAMES E. TIPPLE

MAYOR, CITY OF WAUSAU

WITNESS:

TONI RAYALA, CITY CLERK

Line #	Length	Direction
L1	407.75	S83° 54' 41"W
L2	162.75	S22° 51' 45"E
L3	253.96	S12° 10' 48"W
L4	133.05	N0° 42' 22"E
L5	333.68	S50° 32' 52"E
L6	81.11	S16° 00' 08"W
L7	307.47	N50° 32' 52"W
L8	36.91	N89° 44' 16"W
L9	20.00	S0° 23' 32"W
L10	14.78	N89° 44' 16"W
L11	65.35	S0° 42' 22"W
L12	133.05	N0° 42' 22"E
L13	253.96	N12° 10' 48"E
L14	238.61	N22° 51' 45"W

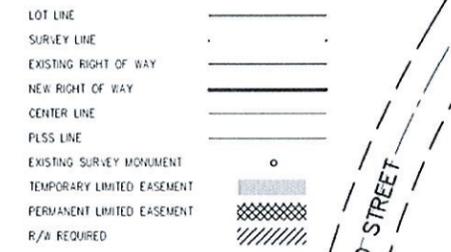
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	32.64	150.00	12.47	S28° 27' 28"E	32.57
C2	92.98	60.00	88.79	N66° 37' 02"W	83.95
C3	171.56	280.50	35.04	S5° 20' 29"E	168.89
C4	285.38	430.50	37.98	S31° 10' 16"W	280.19
C5	145.01	168.00	49.46	N25° 26' 03"E	140.55
C6	152.07	170.00	51.25	N24° 55' 15"W	147.05
C7	57.88	230.00	14.42	S43° 20' 17"E	57.73
C8	86.74	170.00	29.23	S35° 55' 49"E	85.80
C9	169.97	230.00	42.34	N20° 27' 54"W	166.13
C10	196.80	228.00	49.46	N25° 26' 03"E	190.75
C11	245.61	370.50	37.98	S31° 10' 16"W	241.14
C12	134.86	220.50	35.04	S5° 20' 29"E	132.77
C13	17.25	120.50	8.20	S26° 57' 49"E	17.24

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W SF REQUIRED			TLE SF	PLE SF
			NEW	EXIST.	TOTAL		
1	WAUSAU CURLING CLUB, INC.	FEE & TLE	25,771	-	25,771	10,780	-
2	MARATHON COUNTY	FEE & TLE	2,776	-	2,776	-	-
3	CHICAGO & NORTHWESTERN RAILWAY	FEE & TLE	17,926	-	17,926	-	-
4	WAUSAU CEMETERY ASSOCIATION	FEE & TLE	39,099	-	39,099	20,219	14,585
5	CITY OF WAUSAU	FEE & TLE	749	-	749	-	-
6	CITY OF WAUSAU	FEE & TLE	17,585	-	17,585	-	-

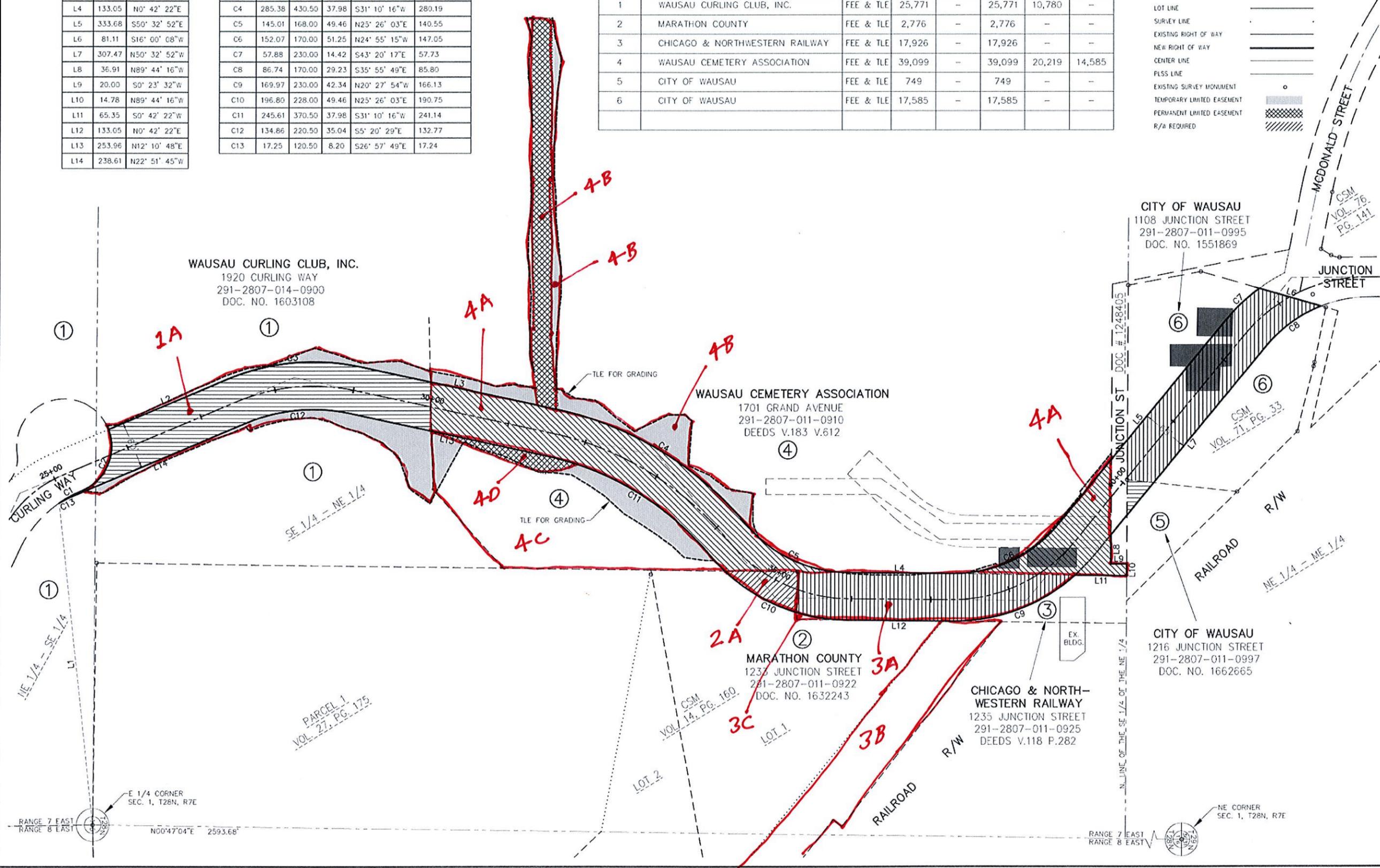
OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.



LEGEND



DWG FILE NAME: C:\Engineering\DWG\PROJ\0880\DWG\0880_Curling_Way_Prop_Relocation_Order_Rev3.dwg, 05/07/2014 2:08:38 PM, City of Wausau - Engineering Department, Plotted by: P.R.Nikola



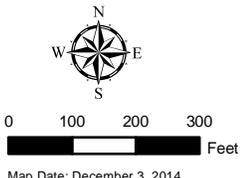
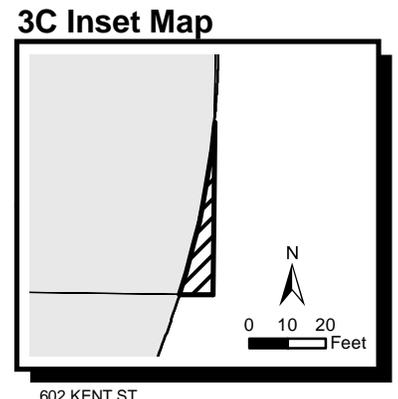
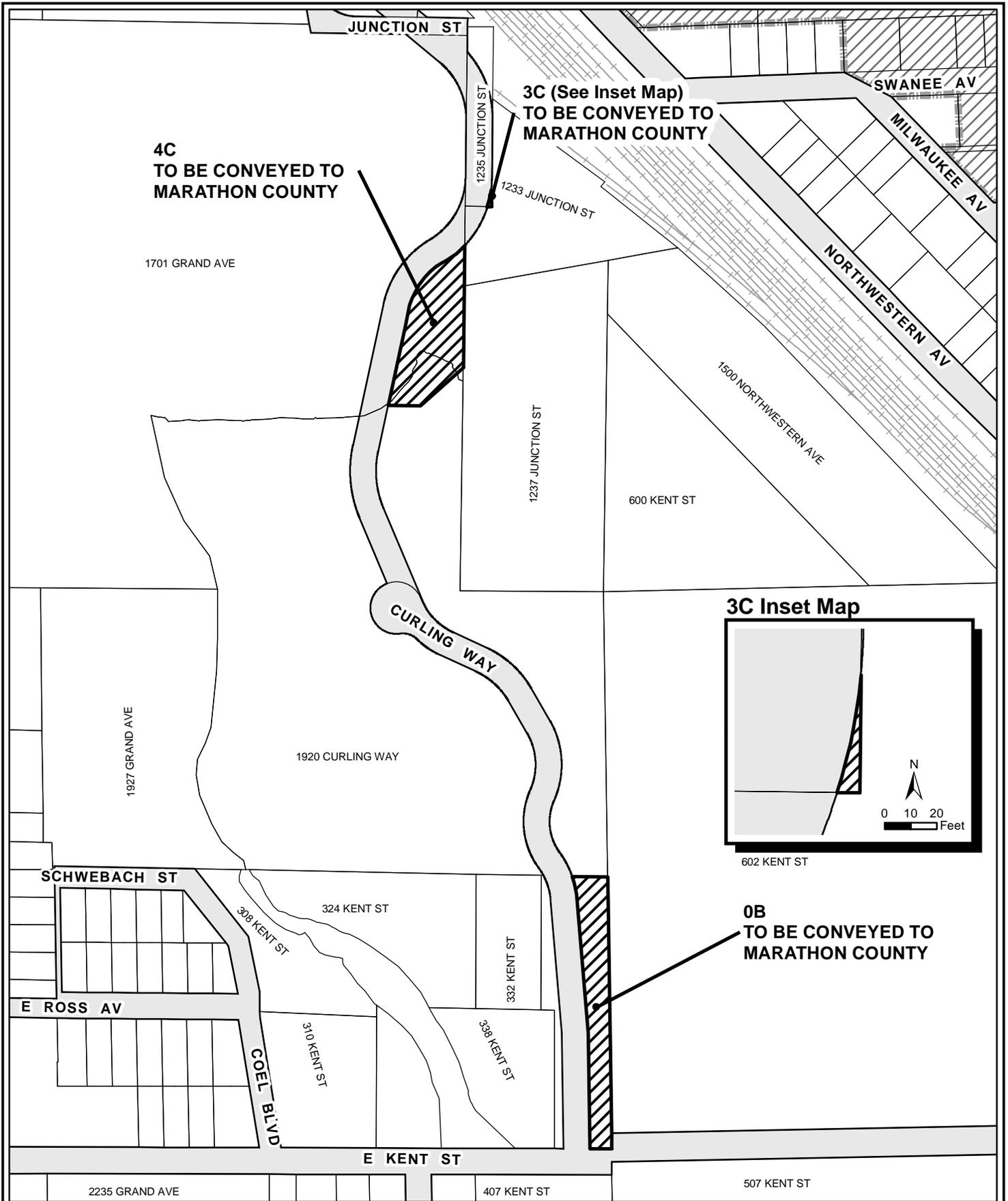
CITY OF WAUSAU
Engineering Department
407 GRAND STREET WAUSAU, WI 54403-4783
(715) 261-6740 FAX (715) 261-6759

SURVEYED BY: D.F.HUEPFNER
FIELD BOOK NO. PG.
DESIGNED BY: S.J.GEHRIN
DRAWN BY: D.F.H. & P.R.N.
APPROVED BY: B.J.MARQUARDT
POINT FILE: 0880_TOPO

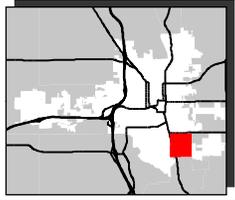
ISSUED FOR	DATE	REVISIONS
PRELIMINARY REVIEW/APPROVAL	05/07/2014	P.R.NIKOLA
BIDDING/CONST. REC. REF. DWG. OFFICE USE	05/07/2014	P.R.NIKOLA

2ND REVISION TO RELOCATION ORDER MAP
WISCONSIN STATUTES CH. 32.05 (1)
CURLING WAY
EXTENDED NORTH TO JUNCTION STREET

SHEET NO. **1**
OF 2 SHEETS
FILE NUMBER
14-05-07



CITY OF WAUSAU
Marathon County, Wisconsin



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

Authorizing Downtown Snow/Ice Removal 2014-2015

Committee Action: Approved 5-0

Fiscal Impact: Revenue will be actual cost of work performed

File Number: 12-1106

Date Introduced: December 9, 2014

WHEREAS, the City will remove snow and ice from sidewalks on the following streets:

- 3rd Street from Grant Street to Washington Street
- Washington Street from 1st to 4th Street
- Jefferson Street from 1st to 4th Street
- Scott Street from 3rd to 4th Street
- North side of Jefferson Street between 4th and 5th Street
- East side of 1st Street between Jefferson and Washington Street
- East side of 4th Street between Jefferson and Scott Street
- East side of 2nd Street between Jefferson and Scott Street
- North side of McClellan Street from 3rd Street to 120 feet west
- North side of McClellan Street from 3rd Street to 120 feet east
- South side of Grant Street from 3rd Street to 120 feet east
- North side of Forest Street from 1st to 5th Street
- South side of the 100 block of Scott Street
- 1st Street and Scott Street abutting 11 Scott Street and 500 and 520 North 1st Street
- South side of Washington Street from 4th Street to 5th Street

WHEREAS, the intent of this resolution and its effect shall be to authorize the removal by the City of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

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

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.
2. The cost of this work at the City's standard rate shall be charged to the property served.
3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2015 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.
4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action authorizing Downtown Snow Removal

Lenz stated the snow removal charges are passed onto the downtown business district.

Abitz moved to authorize Downtown Snow Removal. Gisselman seconded. Abitz questioned how the rate is determined. Wunsch stated a contract was bid out and the rate is based on actual time and material. There being a motion and a second, motion to authorize Downtown Snow Removal carried unanimously 5-0.

AGENDA ITEM										
Discussion and possible action authorizing Downtown Snow Removal										
BACKGROUND										
<p>Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.</p> <p>Following are the rates for the past five winters:</p> <table border="0"> <tr> <td>2013-2014</td> <td>\$4.13/foot</td> </tr> <tr> <td>2012-2013</td> <td>\$4.87/foot</td> </tr> <tr> <td>2011-2012</td> <td>\$3.77/foot</td> </tr> <tr> <td>2010-2011</td> <td>\$2.92/foot</td> </tr> <tr> <td>2009-2010</td> <td>\$2.92 foot</td> </tr> </table> <p>Example: A downtown property with 60 feet of frontage had a cost of \$247.80 for snow/ice removal for 2013-2014.</p>	2013-2014	\$4.13/foot	2012-2013	\$4.87/foot	2011-2012	\$3.77/foot	2010-2011	\$2.92/foot	2009-2010	\$2.92 foot
2013-2014	\$4.13/foot									
2012-2013	\$4.87/foot									
2011-2012	\$3.77/foot									
2010-2011	\$2.92/foot									
2009-2010	\$2.92 foot									
FISCAL IMPACT										
Property owners are charged the City’s actual cost for snow/ice removal.										
STAFF RECOMMENDATION										
Forward a resolution to the Common Council authorizing snow/ice removal for the 2014-2015 winter.										
Staff contact: Allen Wesolowski 715-261-6762										

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

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

Approving utility easement at 900 East Bridge Street and 915 East Bridge Street (Wisconsin Public Service)

Committee Action: Approved

Fiscal Impact: None

File Number: 14-1205

Date Introduced: December 9, 2014

WHEREAS, to assist in the renovation of Kaiser Pool, Wisconsin Public Service is requesting a twelve-foot wide easement at 900 East Bridge Street and 915 East Bridge Street for the installation of utility service, and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on November 13, 2014 to review the easement request and recommends approval of the utility easement at 900 East Bridge Street and 915 East Bridge Street; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the utility easement at 900 East Bridge Street and 915 East Bridge Street, a copy of which is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on an easement for the installation of a utility service to Kaiser Pool (WPS)

Rasmussen stated WPS is requesting a 12' easement for the installation of utilities. Lenz referred to the map showing the location of the easement and believes it is a standard easement document. Abitz asked if the area utilities would be placed underground. Lenz does not believe the easement discusses overhead utilities.

Gisselman moved to approve the easement for the installation of a utility service to Kaiser Pool. Abitz seconded and the motion carried unanimously 5-0.

AGENDA ITEM
<p>Discussion and possible action on an easement for the installation of a utility service at Kaiser Pool (WPS).</p>
BACKGROUND
<p>Renovations are underway for improvements to Kaiser Pool. To assist with the renovations, Wisconsin Public Service is requesting a twelve-foot wide easement at 900 East Bridge Street and 915 East Bridge Street for the installation of utility service. A copy of the easement is attached for your reference.</p>
FISCAL IMPACT
<p>None.</p>
STAFF RECOMMENDATION
<p>Staff recommends approval of the easement at 900 East Bridge Street and 915 East Bridge Street.</p>
<p>Staff contact: Allen Wesolowski 715-261-6762</p>

57457	DOCUMENT NUMBER
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UTILITY EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **CITY OF WAUSAU, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns (collectively, "Grantee"). For One Dollar and No/100 (\$1.00) and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove, replace or abandon in place all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Wausau, County of Marathon, State of Wisconsin**, described as follows, to-wit:

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

Parcel Identification Number (PIN)
291-2907-251-0201
291-2907-251-0223

Parcel 291-2907-251-0201

Part of Lot 3 of Block 2 of the recorded Bump Hecker Smith and Browns Mountain Addition; being part of Section 25, Township 29 North, Range 7 East, more particularly described as follows:

A 12 foot wide easement strip being the South 20 feet of the West 12 feet of said Lot lying North of and abutting the Northerly right-of-way line of Bridge Street

Parcel 291-2907-251-0223

Part of Lots 1, 2, 3 and 4 of Block 2 of the recorded Athletic Field Addition; being part of Section 25, Township 29 North, Range 7 East, more particularly described as follows:

A 12 foot wide easement strip being the North 12 feet of said Lots lying South of and abutting the Southerly right-of-way line of Bridge Street

See the Attached Exhibit "A"

Grantor acknowledges that the measurements used in the above description or shown on the attached Exhibit "A" are approximate. Grantor agrees that the actual location of grantee's facilities as built and installed will be controlling as to the location of the easement granted.

Grantor grants to the Grantee the perpetual right, privilege and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing, replacing or abandoning in place the Facilities. The Grantee shall have the right to enter on and across any of the Grantor's property outside of the Easement Area as may be reasonably necessary to gain access to the Easement Area and as may be reasonably necessary for the installation, operation, maintenance, inspection, removal or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall make reasonable efforts to notify the Grantor before going upon Grantor's property outside of the Easement Area.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner

The Grantee shall have the right to control all brush and trees within the Easement Area by cutting, trimming, chemically treating and/or other means as may be reasonably necessary, within Grantee's exclusive judgment, to prevent interference with or damage to Grantee's Facilities.

In order to insure the use of the Easement Area conforms with the (Wisconsin Gas Safety Code) (Wisconsin Electrical Code) and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any improvements, including buildings or other structures; (ii) placement of any other objects, or (iii) change the grade more than four (4) inches.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK]

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

City of Wausau

Corporate Name

Sign Name above

Print Name & Title above

Sign Name above

Print Name & Title above

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Todd W. Schroeder
INTEGRYS BUSINESS SUPPORT, LLC

RE # 57457	WR# 1692267	R/C #061	LOCATION: Wausau
Proc1: 0	Proc2:	Project: #N/A	Product: 0

- Legal
- Parc
- Lanc
- Sect
- Righ
- Roar
- Narr
- Mun
- 201C
- Re
- Gr
- Blh

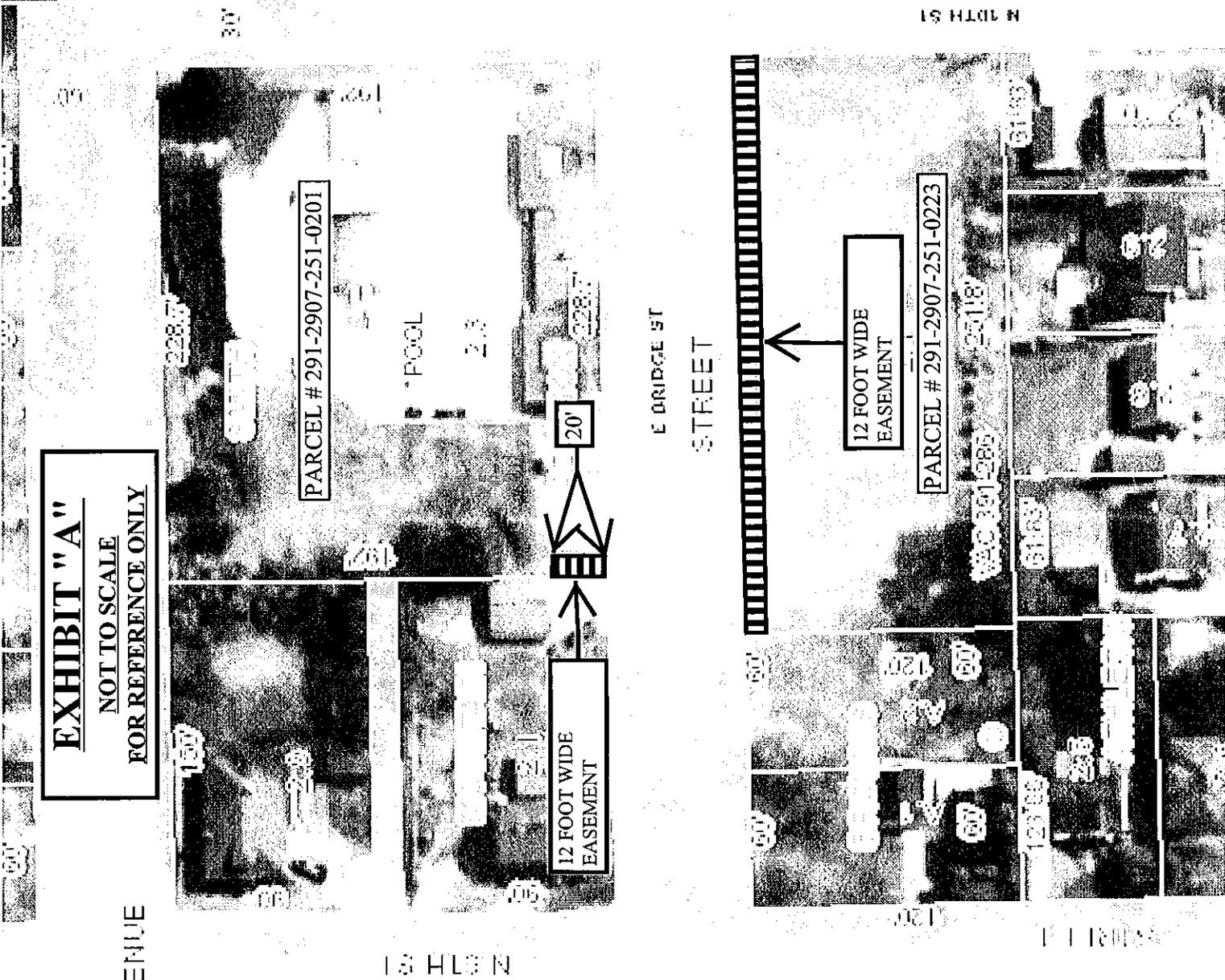
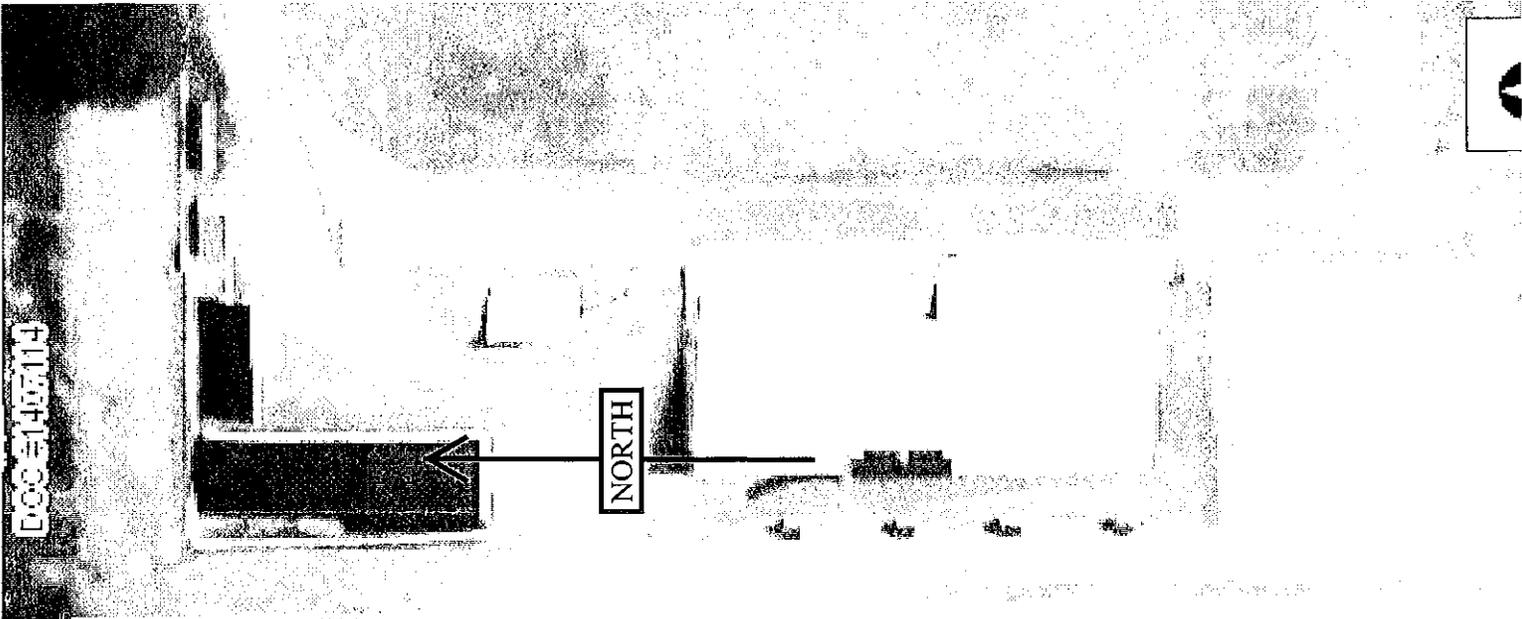


EXHIBIT "A"
 NOT TO SCALE
 FOR REFERENCE ONLY

12 FOOT WIDE
 EASEMENT

20'

POOL

PARCEL # 291-2907-251-0201

E BRIDGE ST
 STREET

12 FOOT WIDE
 EASEMENT

PARCEL # 291-2907-251-0223

RESOLUTION OF THE PLAN COMMISSION

Approving a conditional use at 801 Genrich Street to allow for a flea market, in a M2, General Industrial District. (Stumpner)

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 14-1206

Date Introduced: December 9, 2014

WHEREAS, on November 18, 2014, the Plan Commission held a public hearing to consider a request from Josh Stumpner for a conditional use permit at 801 Genrich Street to allow for a flea market and;

WHEREAS, the flea market will be housed inside an existing warehouse; and

WHEREAS, the M2, General Industrial District, allows for more intense uses such as foundries and chemical manufacturing; and

WHEREAS, one property owner in the notification area called the Planning office to express concern about outdoor activities and overflow parking; and

WHEREAS, the property has sufficient parking according to zoning requirements for this amount of square footage; and

WHEREAS, the proposed use will not generate excess noise or other noxious side effects; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves a conditional use at 801 Genrich Street to allow for a flea market, as presented.

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 18, 2014, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Bohlken, Gisselman, Oberbeck (arrived at 5:02 p.m.), Rosenberg, Tipple

Others Present: Lenz, Hebert, DeSantis, Jacobson, Rindfleisch, Stumpner

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

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

PUBLIC HEARING: Approve a conditional use at 801 Genrich Street to allow for a flea market, in a M2, General Industrial District. (Stumpner)

Joshua Stumpner, T5450 N. Troy Street, stated that he is requesting to use a portion of the main level (approximately 5,000 square feet) for a flea market.

Kevin Huchthausen, 211 S. 56th Avenue, said that he will be managing this flea market business and could answer any questions.

Tipple closed the public hearing.

Lenz explained that this property is zoned M2, which is a very lenient district that allows for intense uses such as foundries and chemical manufacturing. This particular requested use would be in an existing warehouse, occupying approximately 5,000 square feet of the building. The flea market would be indoors and the property has sufficient parking for this use. Staff received one phone call from a neighbor who was concerned with a potential outdoor use and parking in the neighborhood. This square footage only requires 15 off street parking spaces and the parking lot has space for approximately 40 vehicles. Staff feels that the flea market would not generate excess noise or side effects. The building currently houses a karate and woodworking studio upstairs. These businesses have separate parking from the flea market. The flea market would be open from Thursday – Saturday.

Rosenberg motioned to approve the conditional use at 801 Genrich Street to allow for a flea market.

DeSantis asked Stumpner if he had addressed electrical use for the vendors, exit routes, signage and emergency lights.

Stumpner stated that there are already exits with signs/lights and they will add an exit at one end. They will add a sign for this new exit.

DeSantis asked if the vendors will be using electricity.

Stumpner said the vendors will use lighting for the merchandise but they will not be using electricity.

DeSantis requested that the fire department be allowed to do a walk-through of their facility before they set up.

Oberbeck seconded, and the motion carried unanimously 5-0.

This item will go to Common Council on December 9, 2014.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: November 11, 2014

GENERAL INFORMATION

APPLICANT: Josh Stumpner, JAS Enterprise, LLC.

LOCATION: 801 Genrich Street.

EXISTING ZONING: M2, General Industrial District.

REQUESTED ZONING: Conditional Use.

PURPOSE: To allow for a flea market in an existing warehouse. Although a flea market is not specified in the zoning code as a potential conditional use in the M2 district, the code does allow manufacturing, processing or storage uses determined by the plan commission to be of the same general character as the uses permitted in the district, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare or heat, or fire or explosive hazards.

Staff feels that several uses that are either permitted or allowed by conditional use in the M1 and M2 districts are of the same general character as the proposed flea market. Examples of these uses are: glass products; home furnishing and decorating stores; and woodworking and wood products.

EXISTING LAND USE: Manufacturing warehouse.

SIZE OF PARCEL: Approximately 1.25 acres.

SURROUNDING ZONING:

SEE ATTACHED MAP

ANALYSIS

From Wausau Municipal Code 23.72.060, no conditional use shall be recommended by the city plan commission unless the commission finds:

(a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

(b) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

(c) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

(d) That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

(e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(f) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as the regulations may, in each instance, be modified by the common council pursuant to the recommendations of the city plan commission.

Staff received one phone call from a property owner within the notification area of the proposed conditional use. The owner was concerned about outdoor activity at the site and the potential for overflow parking to spill onto city streets.

By code, for commercial uses, the general off-street parking requirement is one space for every 200 square feet of gross floor area in excess of 2,000 square feet. The proposed use would occupy approximately 5,000 square feet of floor area, for a parking requirement of 15 spaces. The existing parking lot is large enough for approximately 40 vehicles. Existing users of the building park in different areas of the lot and do not take up any of the spaces slated for the proposed use.

The proposed use is not expected to generate appreciable noise, odors, or other noxious effects. The M2 zoning district allows industrial activities whose potential nuisance or hazard generation is moderately high. Uses permitted in the district, such as chemical manufacturing or foundries, have the potential to be much more intrusive to neighboring properties and to the general public.

An existing building is being used for the proposed conditional use, so adequate utilities, roads, and other public facilities are being provided.

Staff recommends approval of the conditional use as proposed.

JAS Enterprises, LLC

Location for proposed conditional use:

801 Genrich St Wausua WI 54403

Description of proposed conditional use request: General merchandise, antiques, household, holiday or seasonal items, and collectibles.

Flea Market is a family-friendly event. All items on display should be suitable for children of all ages.

Sellers are prohibited from selling the following items at the flea market:

- Alcoholic or non-alcoholic beverages
- Any food or snack items without consent of the promoter
- Firearms or ammunition
- Knives or firework novelties
- ~~Live animals~~
- Stolen or illegal items
- Anything that is unlawful to sell without proper permits
- Anything deemed inappropriate or in bad taste by the promoter.

Flea market is on the main level, possibly 1 employee associated with the flea market. The proposed days/hours of the flea market will be (between) Thursday and Saturday between the hours of 9:00 a.m. and 7:00 p.m.

The sign would be attached to the building on the southwest corner per a city permit.

An existing parking lot with 10,000 sq ft of black top, 40 parking spaces or more available.

ING
REET

STREET

YOUNG STREET

S 89° 51' 03" E 215.21'

N 00° 00' 00" E 239.19'

EXISTING

PARCEL - I -

(54,847 SQ. FT.)

BUILDING

240.22'

S 06° 27' 32" E

24'

115'
85.90'

29.0'

53.8'

22.7'

156.33'

53.8'

59.85'

ST. PAUL

PACIFIC

50'

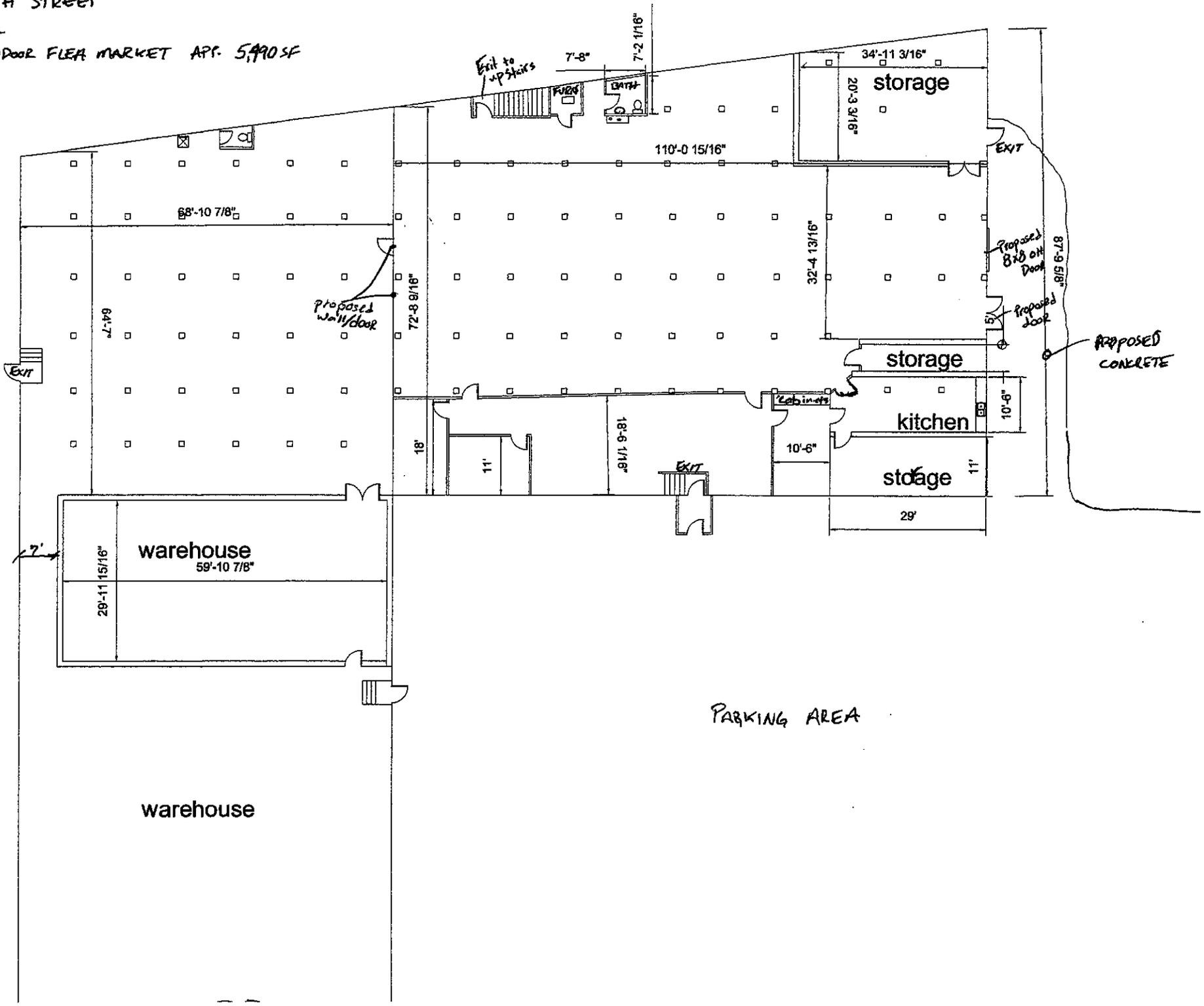




801 GENRICH STREET

MAIN LEVEL

PROPOSED INDOOR FLEA MARKET APP. 5,900 SF



RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 14-0108

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its November 17, 2014 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

James E. Tipple, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

November 17, 2014 Meeting

AGENDA ITEM # 4

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

ADDITIONAL INFORMATION

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

1. All Operators License and Public Transport License applications on the list have been recommended for approval.
2. There are four Pet Fancier applications attached for review, background checks were good.
3. Wausau Pickers, LLC, owners Kevin & Jennifer Huchthausen have applied for a one year Flea Market Mall Dealer license at 801 Genrich Street, contingent upon approval of a conditional use from the Plan Commission.
4. Class II Special Event application from 89Q Radio/Christian Life Communications for 89Q "Christmas Skate on The 400 Block" Saturday, December 13, 2014.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: November 13, 2014

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 17, 2014, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Gisselman, Kellbach, Neal

Members Excused: Wagner

Others Present: Alfonso, Hardel, Kujawa, Rayala, Goede, Timothy Bishop, Gregory Bishop, Ofc Sara Betish, CSO Jace Klem

Consider various license applications.

Rasmussen asked that the pet fancier permits be taken separately from the other license applications. She asked that an in-house search for any citations be done on all applicants. Gisselman asked the same of an applicant in his district. Hardel made the suggestion that the humane officer do an additional step in the process to see if she could check further into the history of the applicants to see if there have been calls for service, citations, complaints from neighbors, etc. The humane office has the capability to look up applicants by address and name.

All of the applications will be reconsidered at a Special Public Health & Safety meeting to be held on September 24, 2014, after the humane office runs further citation investigations and background checks.

Rayala said that Coy Sawyer for the 89Q Radio Event. Krueger from the parks department responded that there is no guarantee the ice will be ready for this event due to the ground not yet being frozen. Krueger did explain this to Mr. Sawyer. Gisselman asked if there were any additional costs listed. Rayala responded that no costs were listed.

Motion to approve various license applications as present by Neal, second by Gisselman. Motion approved 4-0

HEALTH AND SAFETY LIST
ALL LICENSES
NOVEMBER 17, 2014REPORT ID: LRS530I
RUN DATE: 11/13/14
RUN TIME: 10:03:02

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
BRANDL, ZACH P 221 SCOTT ST APT 446 WAUSAU, WI 54403	2014	10/16/2014		6/30/2015		KWIK TRIP #735	OPERATOR NEW	___	___	___	___
BROCKMAN, SHARON 913 S 10TH ST WAUSAU, WI 54403	2014	10/16/2014		6/30/2015		TREU'S TIC TOC	OPERATOR NEW	___	___	___	___
CONTI, MORGAN A 138 KENT ST WAUSAU, WI 54403	2014	10/23/2014		6/30/2015		TOBACCO OUTLET PLUS	OPERATOR NEW	___	___	___	___
FLAMINIO, TAMMI P 1300 N 9TH AVENUE #3G WAUSAU, WI 54401	2014	11/04/2014		6/30/2015		KWIK TRIP #735	OPERATOR NEW	___	___	___	___
FOOTE, CARYL L 2604 16TH RD MOSINEE, WI 54455	2014	10/27/2014		6/30/2015		GRAND THEATER / GREA	OPERATOR NEW	___	___	___	___
HEISE, KELLY N 5306 ISAIH ST SCHOFIELD, WI 54476	2014	11/05/2014		6/30/2015		VINO LATTE	OPERATOR NEW	___	___	___	___
HILLER, TIFFANY A N1898 CTY RD X ANITGO, WI 54409	2014	11/05/2014		6/30/2015		R-STORE #34	OPERATOR NEW	___	___	___	___
LOR, VINAI 1410 MADISON STREET WAUSAU, WI 54401	2014	11/04/2014		6/30/2015		KWIK TRIP #735	OPERATOR NEW	___	___	___	___
MAY, JOHNATHAN R 1448 GRAND AVE SCHOFIELD, WI 54476	2014	10/24/2014		6/30/2015		THE STORE #62	OPERATOR NEW	___	___	___	___
MCCAA, JENNIFER C 3507 STERNBERG AVE APT 2 SCHOFIELD, WI 54476	2014	10/16/2014	10/16/2014	6/30/2015		SHOWTIME	OPERATOR NEW	___	___	___	___
MOUA, BUTTERFLY N8765 US HWY 45 BIRNAMWOOD, WI 54414	2014	10/22/2014		6/30/2015		R STORE #6	OPERATOR NEW	___	___	___	___
RADENZ, BRIANNA M 3808 MOUNT VIEW AVENUE WESTON, WI 54476	2014	10/23/2014		6/30/2015		THE GLASS HAT	OPERATOR NEW	___	___	___	___
SAMPEY, MARGARET P 1966 SEVILLE RD KRONENWETTER , WI 54455	2014	11/03/2014		6/30/2015		VINO LATTE	OPERATOR NEW	___	___	___	___
SPERRY, AMANDA J 2612 1/2 N 6TH ST WAUSAU, WI 54403	2014	11/07/2014		6/30/2015		KWIK TRIP #601	OPERATOR NEW	___	___	___	___

HEALTH AND SAFETY LIST
 ALL LICENSES
 NOVEMBER 17, 2014

 REPORT ID: LRS530I
 RUN DATE: 11/13/14
 RUN TIME: 10:03:02

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
STARR, CASSANDRA L W2289 ALDER RD MERRILL, WI 54452	2014	11/06/2014		6/30/2015		COURTYARD BY MARRIOT	OPERATOR NEW	___	___	___	___
ZASTROW, KATIE E 1137 S 11TH AVENUE WAUSAU, WI 54401	2014	11/07/2014		6/30/2015		THRIVE FOODERY	OPERATOR NEW	___	___	___	___
BRANDT, SUSANNE 3808 HILLTOP AVE WAUSAU, WI 54401	2014	11/07/2014		6/30/2016		KWIK TRIP #735	OPERATOR LAPSED	___	___	___	___
CALMES, KATRINA 401 LAZY ACRE RD WAUSAU, WI 54401	2014	10/31/2014		6/30/2016		VARIOUS	OPERATOR LAPSED	___	___	___	___
HARNESS, VICKI L 1240 S 9TH AVE WAUSAU, WI 54401	2014	11/07/2014		6/30/2016		WHISKEY RIVER BAR &	OPERATOR LAPSED	___	___	___	___
LAINE, REBECCA L 942 KRONENWETTER DRIVE APT #7 MOSINEE, WI 54455	2014	11/07/2014		6/30/2016		HIAWATHA LOUNGE	OPERATOR LAPSED	___	___	___	___
LECHER, TOM D 815 S 3RD AVE WAUSAU, WI 54401	2014	10/21/2014	10/20/2014	6/30/2016		ROC'S PLACE	OPERATOR LAPSED	___	___	___	___
CZERWINSKI, DIANE J 907 BROWN STREET WAUSAU, WI 54403	2014	10/21/2014	11/18/2014	12/31/2014		DIANE CZERWINSKI	PET FANCIER PERMIT	___	___	___	___
FOLLENSBEE, JILL F 201 SCHWEBACH ST WAUSAU,	2014	11/06/2014	1/01/2014	12/31/2015		JILL FOLLENSBEE	PET FANCIER PERMIT	___	___	___	___
GUMNESS, BRIAN & SANDY 1326 GOLFCLUB RD WAUSAU, WI 54403	2014	10/23/2014	1/01/2014	12/31/2015		BRIAN & SANDY GUMNES	PET FANCIER PERMIT	___	___	___	___
JEWELL, COURTNEY L 1417 N 2ND AVE WAUSAU, WI 54401	2014	10/31/2014	11/18/2014	12/31/2014		COURTNEY JEWELL	PET FANCIER PERMIT	___	___	___	___
WAUSAU PICKERS, LLC 801 GENRICH ST WAUSAU, WI 54403	2014	11/04/2014	12/09/2014	6/30/2015		WAUSAU PICKERS	2ND DLR MALL/FLEA MKT YR	___	___	___	___
89Q - CHRISTIAN LIFE COMMUNICA 4111 SCHOFIELD AVE STE 10 SCHOFIELD, WI 54476	2014	11/12/2014	12/13/2014	12/13/2014		89Q CHRISTMAS MUSIC	SPECIAL EVENT CATEGORY 2	___	___	___	___

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

Approving revisions to State/Municipal Agreement for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street

Committee Action: Approved 5-0

Fiscal Impact: Estimated cost to the City is \$146,510 in 2015. An additional \$62,000 is to be budgeted in 2015 for real estate needs; however, these costs will be reimbursed by the DOT.

File Number: 12-0507

Date Introduced: December 9, 2014

WHEREAS, a resurfacing project that will repair concrete joints and overlay with asphalt is proposed for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street; and

WHEREAS, on May 22, 2012, a State/Municipal Agreement was approved by the Common Council which showed the City to pay approximately \$45,000 in roadway construction costs; and

WHEREAS, on September 10, 2013, revisions to the State/Municipal Agreement were approved by the Common Council, which included traffic signal upgrades and the installation of gates at the railroad crossing at 1st Avenue and Stewart Avenue. These revisions increased the City's portion to approximately \$146,510; and

WHEREAS, a third revision to the State/Municipal Agreement addresses real estate needs for the project by the City becoming the purchasing agent for the required real estate; and

WHEREAS, the City will hire a real estate consultant to acquire the necessary real estate with the costs to be reimbursed by the DOT; and

WHEREAS, the estimated costs from the DOT show the City is responsible to pay approximately \$62,500 for preliminary engineering, \$45,000 for roadway construction, \$4,000 for utility adjustments, and \$35,010 for HSIP traffic signal upgrades, bringing the City's total estimated cost to \$146,510; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on November 13, 2014 to review the third revision to the State/Municipal Agreement and recommends it be approved (a copy of which is attached); now therefore

BE IT RESOLVED that the Common Council hereby authorizes and directs the proper City officials to execute the attached revised State/Municipal agreement for improvements to Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: November 13, 2014, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Gisselman, Kellbach, Mielke, Abitz

Also Present: Mayor Tipple, Lenz, Jacobson, Wunsch.

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on a revised State/Municipal Agreement for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street

Lenz explained that the DOT would like the City to hire a real estate consultant for property acquisition for the Highway 52 Project and the costs would be reimbursed from the DOT.

Gisselman moved to approve the revised State/Municipal Agreement for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street. Kellbach seconded and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on a revised State/Municipal Agreement for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street

BACKGROUND

A 'Third Revision' of the State/Municipal Agreement (SMA) is proposed for consideration. The revisions to the SMA are needed to address the real estate needs for the project. In accordance with DOT policy, the City will become the purchasing agent for the required real estate. The City would hire a real estate consultant to handle the real estate purchases. The DOT will reimburse the City 100% of the cost to purchase the real estate and hire a consultant. Engineering staff will have time invested in developing a RFP for the hire of a consultant and coordinating the consultant's work.

FISCAL IMPACT

The end fiscal result will be zero since the DOT is paying 100% of the cost; however, the City will need to budget \$62,000 in 2015 to make the payments to the consultant and the landowners.

STAFF RECOMMENDATION

Staff recommends approving the 'Third Revision' to the State/Municipal Agreement.

Staff contact: Allen Wesolowski 715-261-6762



Third REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT

This agreement supersedes the agreement signed by the Municipality on 9/11/2013 and signed by the State on 9/23/2013.

Revised Date: November 4, 2014

Date: May 11, 2010

I.D.: 6999-03-09, 28, 59, 79, 80, 81

Highway: STH 52

Title: C Wausau, Highway 52

Subtitle: 17th Avenue to 1st Street

County: Marathon County

Roadway Length: 1.25 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 effect 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:

The existing concrete pavement in the travel lanes from 17th Avenue to 1st Avenue exhibits distresses of deteriorated joints with extensive joint repairs and cracks with faulting. The existing concrete pavement on STH 52 westbound from McClellan Street to the Wisconsin River bridge, also has deteriorated joints with cracking and faulting.

The existing concrete pavement on STH 52 eastbound from 1st Avenue to the Wisconsin River Bridge and on STH 52 westbound from the Wisconsin River bridge to 1st Avenue is prematurely deteriorated due to a chemical reaction called alkali silica reaction (ASR).

Proposed Improvement - Nature of work: For STH 52 from 17th Avenue to 1st Avenue, it is proposed to complete a resurfacing project that will repair concrete joints and overlay with asphalt. The project will also upgrade the traffic and railroad warning devices at 1st Avenue.

For STH 52 westbound from McClellan Street to 1st Avenue and for STH 52 eastbound from 1st Avenue to the Wisconsin River Bridge, it is proposed to complete a pavement replacement that will remove the existing pavement and replace it.

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: sanitary sewer and water adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering (6999-03-09):					
Plan Development	\$ 250,000	\$ 187,500	75%	\$ 62,500	25%
Real Estate (6999-03-28)	\$ 62,000	\$ 62,000	100%	\$ -	0%
Railroad Forcework (6999-03-59):	\$ 222,200	\$ 222,200	100%	\$ -	0%
*Participating Construction (6999-03-79):					
Roadway, Category 0010:	\$ 1,794,950	\$ 1,749,950	Bal	\$ 45,000	LS
Utility adjustments, Category 0020:	\$ 2,500	\$ -	0%	\$ 2,500	100%
HSIP Traffic Signal Upgrades, cat 0030:	\$ 350,097	\$ 315,087	90% max	\$ 35,010	10% bal
subtotal 6999-03-79:	\$ 2,147,547	\$ 2,065,037		\$ 82,510	
*Participating Construction (6999-03-80):					
Roadway, Category 0010:	\$ 632,100	\$ 632,100	100%	\$ -	0%
Utility adjustments, Category 0020:	\$ 1,000	\$ -	0%	\$ 1,000	100%
CSS Items, Category 0030:	\$ 4,000	\$ 4,000	Max	\$ -	bal
subtotal 6999-03-80:	\$ 637,100	\$ 636,100		\$ 1,000	
*Participating Construction (6999-03-81):					
Roadway, Category 0010:	\$ 304,650	\$ 304,650	100%	\$ -	0%
Utility adjustments, Category 0020:	\$ 500	\$ -	0%	\$ 500	100%
CSS Items, Category 0030:	\$ 750	\$ 750	Max	\$ -	bal
subtotal 6999-03-81:	\$ 305,900	\$ 305,400		\$ 500	
Total Cost Distribution	\$ 3,624,747	\$ 3,478,237		\$ 146,510	
*Includes construction engineering.					

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal 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 Agreement.

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

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed 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 that show 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 any moneys otherwise due and payable by the State to the Municipality.
3. 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 bridge 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.
4. 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) Parking lane costs.

- (f) 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.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. 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.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements to include, but not limited to, snow and ice removal from sidewalks, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) The Municipality will maintain the storm sewer in conjunction with this improvement project at their own expense. This maintenance will include the following items:
 1. Street Sweeping Program: Sweeping operations should be scheduled at least twice per year (once in April and once in November) to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris. Damage to curb and gutter areas that could affect the efficiency of flow should be reported to the State.
 2. Spring Cleaning and Inspection of Inlets, Catch Basins, Manholes, Pipes and Outfalls: The overall desire is to maintain a free flow condition throughout the life of the facility. Vacuum equipment is recommended for cleaning inlets, catch basins, and manholes. Clean the inlets and outlets of pipes and outfall areas from blockages due to weed growth, siltation, debris from the roadway or slope and activity of animals. It may be necessary to flush using large quantities of clean water. Replace broken or malfunctioning castings, grates or covers. During the spring cleaning and inspections; perform routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes; document and report any non-routine maintenance required to the storm system. Report these findings to the State.
 - (d) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (e) Regulate and prohibit parking along the highway.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

- (g) 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.
- (h) Maintain all community sensitive solutions and/or enhancement funded items.
- (i) Coordinate with the state on changes to highway access within the project limits.
- (j) Assume general responsibility for all public information and public relations for the project and to make 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.

9. Basis for local participation:

- (a) Preliminary Engineering – Project ID 6999-03-09:

In accordance with the State’s Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 25% of the preliminary engineering costs for improvement projects on a connecting highway.

- (b) Real Estate – Project ID 6999-03-28:

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. However, in accordance with the Program Management Manual, the State is responsible for all costs associated with the acquisition of the necessary real estate thereof.

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) Railroad Forcework – Project ID 6999-03-59:

In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for rail forcework costs necessitated for improvement projects on a connecting highway. The Municipality acquired safety funding for the traffic signal upgrades at STH 52 and 1st Avenue; however, were unsuccessful in obtaining safety funding to upgrade the rail warning devices. Since the traffic signals need to be interconnected with the rail warning devices, the state agrees to pay 100% of the costs for the rail warning devices.

(d) Participating Construction – Project ID 6999-03-79:

This highway is connecting highway and the municipality is responsible for maintenance of this highway. The state has determined that the proposed resurfacing work (joint repair and asphaltic overlay plus other work) is an improvement project that is eligible for state/federal funds and the state and municipality agree to participate as defined below.

Roadway Items (Category 010): 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 usual items of roadway construction (base patching, milling, paving, etc.), which are an integral part of the construction project.

The municipality has asked that the state adjust the project to accommodate bicycles in front of the Marathon County Park and in front of John Muir Middle School. The state has estimated that it will cost \$225,000 to cut the pavement at the curb and gutter, widen the roadway and place new curb and gutter in order to provide on-street bicycle accommodations. These areas are defined for the eastbound traffic from the beginning of the project to existing parking (near 8th Avenue) and for the westbound traffic from 12th Avenue to the end of project. The municipality agrees to remove existing parking along STH 52 from 17th Avenue to 1st Avenue to provide bicycle accommodations. The municipality agrees to pay a lump sum of \$45,000 and the state agrees to pay the balance.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): 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 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.

HSIP Traffic Signal Upgrades (Category 0030): This category is funded through the state's Highway Safety Improvement Program (HSIP). The State agrees to pay 90% of costs up to a maximum of \$315,087.30 and the Municipality agrees to pay 10% of costs plus the balance.

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 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.

(e) Participating Construction – Project ID 6999-03-80:

Roadway Items (Category 010): 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 usual items of roadway construction (base patching, milling, paving,, etc.), which are an integral part of the construction project.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): 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 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.

Community Sensitive Solutions (CSS) (Category 0030): In accordance with the State's Facility Development Manual scenic views, community image, and roadside landscaping play an important part in the driving experience, therefore a process to determine aesthetic levels of impact and project funding was developed for project enhancements. This project on STH 52 rates as an impact level “C. The state agrees to provide a maximum of \$4,000 in federal/state funding for amenities. The municipality will be responsible for any necessary funds in excess of the project amenity budget for CSS improvement.

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 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.

(f) Participating Construction – Project ID 6999-03-81:

Roadway Items (Category 010): 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 usual items of roadway construction (base patching, milling, paving etc.), which are an integral part of the construction project.

- i) Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, when replacement driveways are necessitated by roadway construction and there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk is 100% eligible for federal/State funding. When there is no sidewalk, replacement in kind beyond the curb is 100% eligible for Federal/State funding. New driveways are not eligible for Federal/State funding.
- ii) Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits are 100% eligible for Federal/State funding.

Utility adjustments (Category 0020): 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 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.

Community Sensitive Solutions (CSS) (Category 0030): In accordance with the State's Facility Development Manual scenic views, community image, and roadside landscaping play an important part in the driving experience, therefore a process to determine aesthetic levels of impact and project funding was developed for project enhancements. This project on STH 52 rates as an impact level “C. The state agrees to provide a maximum of \$750 in federal/state funding for amenities. The municipality will be responsible for any necessary funds in excess of the project amenity budget for CSS improvement.

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 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.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Considering the report including the Findings of Fact, Conclusions of Law and Recommendation with regard to revocation of the Operator Lapsed License of Susan Mae Lecher

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 14-0108

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, your Public Health and Safety Committee, at their meeting of November 24, 2014, conducted a hearing pursuant to Wisconsin Statutes Section 125.12(2) to consider revocation of the Operator Lapsed License No. 1999001389 (“License”) issued to Susan Mae Lecher (“Licensee”); and

WHEREAS, your Public Health and Safety Committee has determined upon consideration of the evidence and record that the allegations of the Complaint filed by Brent Olson, Police Officer with the City of Wausau Police Department (“Complainant”) have been proven and is recommending revocation of the License; and

WHEREAS, your Public Health and Safety Committee hereby submits its report to the Common Council including Findings of Fact, Conclusions of Law and Recommendation as attached and incorporated as part of this resolution; and

WHEREAS, the Complainant and Licensee have each received the report and pursuant to Section 125.12(2)(b)3, Wis. Stat. may file an objection to the report including the Findings of Fact, Conclusions of Law and Recommendation with an opportunity to present arguments supporting their objection to the Common Council orally or in writing as determined by the Common Council.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that upon consideration of the report, including the Findings of Fact, Conclusions of Law and Recommendation of the Public Health and Safety Committee as attached and incorporated as part of this resolution, and any arguments presented by the Complainant or Licensee, it finds the Complaint to be true, adopts the report in its entirety and revokes the License of the Licensee and is hereby adopted as presented.

Approved:

James E. Tipple, Mayor

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 24, 2014, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Gisselman, Kellbach, Neal, Wagner

Others Present: Alfonso, Hardel, Rayala, Susan Mae Lecher, Officer Jordan, Officer Lemirand, and Officer Carr

REVOCAION HEARING: Operator's License of Susan Mae Lecher

Rayala swore in all witnesses that gave testimony: Officer Lemirand, Officer Carr and Ms. Lecher.

Alfonso opened with an explanation of what the committee is faced with. Under the Sober Server ordinance it wasn't to decide if Ms. Lecher was intoxicated, what was to be known is under the ordinance if Officer Lemirand had reasonable suspicion to believe that she was under the influence and whether or not he had reasonable suspicion to ask her to take a preliminary breath test. Under the ordinance, if an officer has reasonable suspicion that an operator is under the influence, they can ask a person to take a breath test. A refusal to take the breath test can be grounds for the city to be asked to revoke their license or suspend their license. In this case we are asking the city to revoke the license.

Officer Lemirand gave testimony that during a traffic stop that ended at Roc's Place on Third Avenue, he heard yelling from inside the establishment. He went in the bar to see if there was a disturbance and he saw two females arguing. He called for another car as backup. The two females continued to argue even after Officer Lemirand told them to be quiet and leave each other alone. Lemirand witnessed that it appeared that Ms. Lecher couldn't stand up unassisted, for an extended period of time, slight body swaying, and stumbling slightly when she walked. At this time, he didn't notice any odor of intoxicants. He did ask if she had anything to drink. Ms. Lecher said that she had a little bit. He asked her if she would submit to a primary breath test. Her response was, "I refuse." Lemirand said that she refused several times and no explanation was given. He said that she was uncooperative. Officer Carr and Officer Jordan arrived shortly thereafter.

Officer Carr gave testimony of what he witnessed when he went to Roc's Place to assist Officer Lemirand. Officer Carr talked with the other female in the bar to see what the disturbance was about. Lemirand told Carr that he believed that the bartender was under the influence due to her unsteady balance and slurred speech. Carr was able to smell a strong odor of intoxicant when he spoke with her and checked her ID. He also noticed that she was unsteady and couldn't stand on her own for very long.

Alfonso placed three items on record (*Exhibit A, B and C on file in the clerk's office*).

Susan M Lecher said that she has been working at Roc's Place for about two months. On that night she said she was drinking. She has had both of her hips replaced and does need assistance by holding on to things. She didn't recall an officer telling her to take a breathalyzer. She recalled that an officer said he would cite her.

Closed Session pursuant to Section 19.85(1)(a),(b) of the Wisconsin Statutes for the purpose of:

- (a) Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the governmental body; and**
- (b) Considering licensing of any person licensed by a board or commission or the investigation of charges against such person, and the taking of formal action on any such matter; provided that the person licensed is given actual notice of the of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken,**

for the purpose of deliberating on the revocation of the Operator's License for Susan Mae Lecher.

Motion by Neal, second by Kellbach to move into closed session. Roll call vote: Neal yes, Kellbach yes, Gisselman yes, Wagner yes, Rasmussen yes. Motion passed 5-0.

Reconvene in Open Session, for the purpose of making a determination of the revocation of the Operator's License for Susan Mae Lecher.

Motion by Neal, second by Wagner to reconvene into open session. Motion passed unanimously.

Motion by Wagner second by Neal to revoke the license. Motion passed unanimously.

Rasmussen read into record the Findings of Fact: The committee finds in its findings that the numbered items listed in the complaint that the respondent, Susan Mae Lecher, holds an operator's lapsed license according to documents

filed with the city clerk and that license was approved in the Public Health & Safety Committee and granted to her. The committee finds that on September 28, 2014, two Wausau Police Department Officers: Lemirand and Carr, responded to Roc's Place Tavern upon having heard a disturbance which was audible outside in the parking lot. They entered the bar where they had contact with Ms. Lecher who was on duty at the time. She appeared to be the only person in charge of the bar when they arrived. Also, Ms. Lecher acknowledged to the officers that she had been consuming alcohol. She refused a preliminary breath test, after being asked to take one several times. We have heard from Officers Lemirand and Carr, through testimony and reports they observed what were in their professional judgment textbook symptoms of impairment which was unsteady balance, slurred speech, and the odor of intoxicants. Through Ms. Lecher's testimony tonight the committee finds that she did refuse the preliminary breath test and she did acknowledge consuming intoxicants on duty; that she was aware that the city of Wausau does have a municipal ordinance governing servers and that her employer has a 'no drink' policy while on duty. Those factors led us to conclude that the request to revoke said operator's license was reasonable and therefore we took action to do that.

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

BRENT OLSON,

Complainant,

vs.

SUMMONS

SUSAN MAE LECHER
815 S. 3rd Avenue, #1N
Wausau WI 54401,

Respondent.

TO: SUSAN MAE LECHER
815 S. 3rd Avenue, #1N
Wausau WI 54401

THIS IS TO ADVISE you that a hearing will be held before the Public Health & Safety Committee of the City of Wausau on **November 24, 2014, at 5:15 p.m. in the Council Chambers** of Wausau City Hall located at 407 Grant Street, Wausau, WI 54403. At said hearing the Public Health & Safety Committee will consider whether or not your Operator Lapsed License issued for the period of September 11, 2013, through June 30, 2015, should be revoked.

The hearing has been called because a complaint has been filed by Brent Olson pursuant to Section 125.12 of the Wisconsin Statutes, alleging certain violations of Wausau Municipal Code Section 5.64.034 adopted pursuant to Section 125.10 of the Wisconsin Statutes, in reference to your service and/or supervision of alcohol beverages. A copy of the complaint is attached to this summons.

YOU ARE HEREBY SUMMONED to appear at a hearing to be held before the Public Health & Safety Committee on the 24th day of November, 2014, at 5:15 p.m. in the Council Chambers of Wausau City Hall, located at 407 Grant Street, Wausau, WI 54403, and show cause why your license should not be revoked.

YOU ARE FURTHER NOTIFIED that you may have an attorney represent you at your own expense. Both you and the complainant have the right to testify and are then subject to cross examination. Both you and the complainant have the right to subpoena witnesses to testify on your behalf who are subject to cross examination. If you desire to subpoena witnesses subpoenas will be issued by the Mayor of the City of Wausau and can be secured from the office of the City Attorney. Evidence at the hearing will consist of sworn testimony and any relevant exhibits presented to the Public Health & Safety Committee. A written transcript of the hearing will be provided at your expense.

YOU ARE FURTHER NOTIFIED that failure to appear shall result in the allegations of the complaint being taken as true and if the Public Health & Safety Committee finds them to be sufficient your license shall be revoked pursuant Section 125.12(2)(b)1. of the Wisconsin Statutes. If you appear and the Public Health & Safety Committee finds the complaint to be true, your license may be revoked or such other relief granted as the Public Health & Safety Committee deems just and equitable. If the Public Health & Safety Committee finds the complaint untrue, the proceedings will be dismissed without costs. Judicial review of the findings of the Public Health & Safety Committee is set forth in Section 125.12(2)(d) of the Wisconsin Statutes.

Dated at Wausau, Wisconsin, this ___th day of November, 2014.

Toni Rayala, City Clerk

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

BRENT OLSON,

Complainant,

vs.

COMPLAINT

SUSAN MAE LECHER
815 S. 3rd Avenue, #1N
Wausau WI 54401,

Respondent.

NOW COMES Brent Olson, a police officer with the City of Wausau Police Department, and alleges as follows that:

1. The Complainant, Brent Olson (“Complainant”), is an adult resident of the City of Wausau with a business address of 515 Grand Avenue, Wausau, Wisconsin, and at all times material to this action, he was and is a police officer with the City of Wausau Police Department.

2. The Complainant, Brent Olson, as a police officer with the City of Wausau Police Department, is familiar with the efforts of City police officers and their investigations into violations of alcohol beverage laws by operators, taverns, and other places where alcohol is sold.

3. The Respondent herein, Susan Mae Lecher (“Respondent”), holds an Operator Lapsed License No. 1999001389 according to documents filed with the City Clerk of the City of Wausau.

4. The Respondent’s Operator Lapsed License was approved on August 19, 2013, by the Public Health & Safety Committee of the City of Wausau for the period September 11, 2013, through June 30, 2015.

5. The Common Council of the City of Wausau granted Respondent an Operator Lapsed License on September 10, 2013 for the period of September 11, 2013, through June 30, 2015.

6. That the Public Health & Safety Committee should revoke the Respondent’s Operator Lapsed License on the ground that the Respondent has violated Wausau Municipal Code Section 5.64.034, Restrictions on servers adopted pursuant to Section 125.10 of the

Wisconsin Statutes, by being under the influence of an intoxicant while serving and/or supervising the service of alcohol beverages, such knowledge being based upon Complainant's review of the City of Wausau Police Department Incident Report #14-8606 and other Police Department records made at or near the time of an incident occurring on September 28, 2014, by City of Wausau Police Officer Garrett Carr and Officer Eric Lemirand, in the course of a regularly conducted activity, based upon those officers' own personal knowledge as follows:

- a. On September 28, 2014, at approximately 6:41 p.m. City of Wausau Police Officer Eric Lemirand conducted a traffic stop of a vehicle which stopped in the parking lot of Roc's Place Bar ("Roc's Place"), 810 S. 3rd Avenue. At the time of the traffic stop, Officer Lemirand observed a disturbance occurring in the bar.
- b. Upon entering Roc's Place, City of Wausau Police Officer Eric Lemirand observed the Respondent who was on duty as a bartender at that time, having a verbal argument with a patron at the end of the bar. Officer Lemirand instructed the parties to stop arguing. Upon making contact with the Respondent, Officer Lemirand observed the Respondent to have slurred speech and unsteady balance and based upon his training and experience believed the Respondent to be displaying signs of impairment.
- c. Officer Lemirand inquired as to whether the Respondent had been consuming alcohol and she advised she had a little bit. Respondent was generally argumentative and would not cooperate with Officer Lemirand.
- d. Officer Lemirand asked the Respondent to submit a breath sample for a Preliminary Breath Test ("PBT") and the Respondent refused.
- e. Respondent was uncooperative with Officer Garrett Carr when asked for her identifying information. Respondent would not provide the officer with identification but supplied her operator's license instead of telling the officer her name.
- f. Officer Carr observed a strong odor of an intoxicant coming from the Respondent during his contact with her, as well as observed her to display slurred speech and unsteady balance.
- g. Officer Carr inquired of the patron, Jennifer Stoeckmann, as to the nature of the argument between her and the Respondent. The patron denied any argument had taken place and stated the Respondent was "fucking drunk."
- h. Based upon the observations of Officer Carr and Officer Lemirand, the Respondent was issued Municipal Citation No. 145306114 by Officer Carr for violation of

W.M.C. Section 5.64.034, Restrictions on servers adopted pursuant to Section 125.10 of the Wisconsin Statutes.

7. That the Public Health & Safety Committee should revoke the Respondent's Operator Lapsed License as W.M.C. Section 5.64.034(b) provides that a test of a person's breath, including a PBT, that shows a person has an alcohol concentration of 0.04 or more would be prima facie evidence that he or she is under the influence and that "[r]efusal to submit to a requested test may be considered by the Common Council as grounds for revocation, non-issuance, or non-renewal of the server's operator's license."

8. A copy of Respondent's Operator Lapsed License and City of Wausau Police Department Incident Report #14-8606 and other Police Department records referenced herein are attached hereto and made a part hereof.

THEREFORE, your Complainant respectfully requests the Common Council of the City of Wausau, Marathon County, Wisconsin, revoke said license of the Respondent, Susan Mae Lecher.

Brent Olson, Complainant

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

BRENT OLSON, being first duly sworn on oath, states that he has read the foregoing complaint against Susan Mae Lecher, and that the statements are true to his own knowledge, except for those which are stated upon information and belief, and as to such matters he believes them to be true.

Brent Olson

Subscribed and sworn to before me
this _____ day of November, 2014.

Notary Public, Wisconsin
My commission: _____

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

BRENT OLSON,

Complainant,

vs.

SUMMONS

SUSAN MAE LECHER
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YOU ARE FURTHER NOTIFIED that you may have an attorney represent you at your own expense. Both you and the complainant have the right to testify and are then subject to cross examination. Both you and the complainant have the right to subpoena witnesses to testify on your behalf who are subject to cross examination. If you desire to subpoena witnesses subpoenas will be issued by the Mayor of the City of Wausau and can be secured from the office of the City Attorney. Evidence at the hearing will consist of sworn testimony and any relevant exhibits presented to the Public Health & Safety Committee. A written transcript of the hearing will be provided at your expense.

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Dated at Wausau, Wisconsin, this 19th day of November, 2014.



A handwritten signature in cursive script, appearing to read "Toni Rayala". The signature is written over a horizontal line.

Toni Rayala, City Clerk

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

BRENT OLSON,

Complainant,

vs.

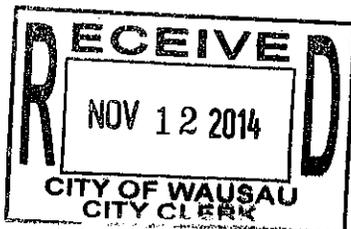
COMPLAINT

SUSAN MAE LECHER
815 S. 3rd Avenue, #1N
Wausau WI 54401,

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NOW COMES Brent Olson, a police officer with the City of Wausau Police Department, and alleges as follows that:

1. The Complainant, Brent Olson ("Complainant"), is an adult resident of the City of Wausau with a business address of 515 Grand Avenue, Wausau, Wisconsin, and at all times material to this action, he was and is a police officer with the City of Wausau Police Department.
2. The Complainant, Brent Olson, as a police officer with the City of Wausau Police Department, is familiar with the efforts of City police officers and their investigations into violations of alcohol beverage laws by operators, taverns, and other places where alcohol is sold.
3. The Respondent herein, Susan Mae Lecher ("Respondent"), holds an Operator Lapsed License No. 1999001389 according to documents filed with the City Clerk of the City of Wausau.
4. The Respondent's Operator Lapsed License was approved on August 19, 2013, by the Public Health & Safety Committee of the City of Wausau for the period September 11, 2013, through June 30, 2015.
5. The Common Council of the City of Wausau granted Respondent an Operator Lapsed License on September 10, 2013 for the period of September 11, 2013, through June 30, 2015.
6. That the Public Health & Safety Committee should revoke the Respondent's Operator Lapsed License on the ground that the Respondent has violated Wausau Municipal Code Section 5.64.034, Restrictions on servers adopted pursuant to Section 125.10 of the



Wisconsin Statutes, by being under the influence of an intoxicant while serving and/or supervising the service of alcohol beverages, such knowledge being based upon Complainant's review of the City of Wausau Police Department Incident Report #14-8606 and other Police Department records made at or near the time of an incident occurring on September 28, 2014, by City of Wausau Police Officer Garrett Carr and Officer Eric Lemirand, in the course of a regularly conducted activity, based upon those officers' own personal knowledge as follows:

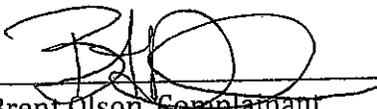
- a. On September 28, 2014, at approximately 6:41 p.m. City of Wausau Police Officer Eric Lemirand conducted a traffic stop of a vehicle which stopped in the parking lot of Roc's Place Bar ("Roc's Place"), 810 S. 3rd Avenue. At the time of the traffic stop, Officer Lemirand observed a disturbance occurring in the bar.
- b. Upon entering Roc's Place, City of Wausau Police Officer Eric Lemirand observed the Respondent who was on duty as a bartender at that time, having a verbal argument with a patron at the end of the bar. Officer Lemirand instructed the parties to stop arguing. Upon making contact with the Respondent, Officer Lemirand observed the Respondent to have slurred speech and unsteady balance and based upon his training and experience believed the Respondent to be displaying signs of impairment.
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- f. Officer Carr observed a strong odor of an intoxicant coming from the Respondent during his contact with her, as well as observed her to display slurred speech and unsteady balance.
- g. Officer Carr inquired of the patron, Jennifer Stoeckmann, as to the nature of the argument between her and the Respondent. The patron denied any argument had taken place and stated the Respondent was "fucking drunk."
- h. Based upon the observations of Officer Carr and Officer Lemirand, the Respondent was issued Municipal Citation No. 145306114 by Officer Carr for violation of

W.M.C. Section 5.64.034, Restrictions on servers adopted pursuant to Section 125.10 of the Wisconsin Statutes.

7. That the Public Health & Safety Committee should revoke the Respondent's Operator Lapsed License as W.M.C. Section 5.64.034(b) provides that a test of a person's breath, including a PBT, that shows a person has an alcohol concentration of 0.04 or more would be prima facie evidence that he or she is under the influence and that "[r]efusal to submit to a requested test may be considered by the Common Council as grounds for revocation, non-issuance, or non-renewal of the server's operator's license."

8. A copy of Respondent's Operator Lapsed License and City of Wausau Police Department Incident Report #14-8606 and other Police Department records referenced herein are attached hereto and made a part hereof.

THEREFORE, your Complainant respectfully requests the Common Council of the City of Wausau, Marathon County, Wisconsin, revoke said license of the Respondent, Susan Mae Lecher.


Brent Olson, Complainant

You Are Notified to Appear

Appearance Required: **YES**

WAUSAU CITY MUNICIPAL COURT
407 GRANT STREET
WAUSAU, WI 54403

Date **OCT-21-2014** Time **07:50 AM**

Form No. and Version CTL **CITATION NO.**
MUNI 0405 **145306114**

Juvenile DEPOSIT Cash - Card
N \$0.00 N N
Court Use DA
N

Defendant (Last Name, First, Middle), Street Address, P.O. Box, City, State, Zip

LECHER, SUSAN MAE
815 S 3RD AVE # 1N
WAUSAU, WI 54401

Birth Date **05/22/1962** Sex **F** Race **W**

HT **501** WT **165 lbs** Hair **BLD** Eyes **BLU**

Driver License/Identification Card State Exp. Yr.
L2607936268204 WI

Other Identification Number ID Type

License Plate Number Plate Type State Exp. Yr.
WI

Defendant Telephone Number
(715) 302-8057 EXT.

Name and Address of Parent/Guardian/Legal Custodian
(If minor defendant)

Telephone Number of Parent/Guardian/Legal Custodian

Plaintiff

CITY OF WAUSAU

Ordinance Violated

5.64.034

Adopting State Statute

Violation Description

Ordinance Description
RESTRICTIONS ON SERVERS

Week Day Date Time
SUNDAY SEP-28-2014 07:00 PM

At Location
810 S 3RD AVE

County City/Village/Town
MARATHON - 37 WAUSAU - 66, CITY

Agency Space

140008606
SQUAD 518 ARBITRATOR VIDEO

Officer Name
OFCR GARRETT CARR

Date Citation Served, Method
SEP-28-2014 IN PERSON

Officer ID Department
3141 WAUSAU POLICE DEPARTMENT

Residence Contact Name Age
SUSAN LECHER
(If left with person at defendant's address)

POLICE RECORD

Police # **140008606**

ON THE ABOVE DATE AND TIME AN OFFICER CONDUCTED A TRAFFIC STOP THAT ENTERED THE PARKING LOT TO THIS ADDRESS. THE OFFICER HEARD YELLING COMING FROM INSIDE THE BAR AT THIS ADDRESS. I ARRIVED ON SCENE AND WENT INSIDE THE BAR TO INVESTIGATE WHAT WAS GOING ON. THE DEFENDENT, WHO WAS BARTENDING AT THE TIME I ENTERED, WAS UNCOOPERATIVE DURING QUESTIONING. THE DEFENDENT HAD SLURRED SPEECH AND HAD UNSTABLE BALANCE WHILE STANDING. I COULD SMELL A STRONG ODOR OF INTOXICANT COMING FROM THE DEFENDENT. THE DEFENDENT REFUSED TO GIVE OFFICERS A PBT TO TEST FOR THE PRESENCE OF INTOXICANTS ON HER BREATH. THE DEFENDENT WOULD NOT ANSWER HOW MUCH SHE HAD TO DRINK. CITATION ISSUED. NO QUESTIONS. UNCOOPERATIVE

Incident Report WAUSAU POLICE DEPARTMENT

14-8606

Supplement No
ORIG



515 GRAND AV
WAUSAU, WI 54403-6467

Reported Date
09/28/2014
Nature of Call
CITES MUN
Officer
CARR, GARRETT M

B (715) 261-7800
F (715) 261-7888

Administrative Information

Agency WAUSAU POLICE DEPARTMENT	Case No 14-8606	Supplement No ORIG	Reported Date 09/28/2014	Reported Time 18:41	Event No 140115755
Status INCIDENT REPORT COMPLETED	Nature of Call Municipal Citations				
Location 810 S 3RD AV	City CITY OF WAUSAU	ZIP Code 54401			
Rep Dist CWAUS SOUTHWEST AREA 2 PDD FIRE 1	Area PDD	Beat SECD	From Date 09/28/2014	From Time 18:41	
Officer 3141/CARR, GARRETT M	Assignment Patrol Officer	2nd Officer LEMIRAND, ERIC M			
Assignment Patrol Officer	Entered by PDGMC1	Assignment Patrol Officer	RMS Transfer Pending	Approving Officer PDEFG1	
Approval Date 09/29/2014	Approval Time 07:15:32				
Case Status CLRDARREST	Routing Information MUNICT	Victim Information Brochure Issued N	Domestic Abuse N	Gang-Related N	
Hate-Bias Crime N					
Citation(s) Yes	Video/DVD Evidence Yes				
# Offenses 1	Offense INFO	Description INFORMATIONAL	Complaint Type O		

Person Summary

Invl	Invl No	Type	Name	MNI	Race	Sex	DOB
CIT	1	I	LECHER, SUSAN MAE	19664	W	F	05/22/1962
OTH	1	I	LECHER, THOMAS D	5708	W	M	04/12/1980
OTH	1	I	STOECKMANN, JENNIFER MARIE	13222	W	F	10/24/1981

Property Summary

Involvement VID
Description ARTICLE: TVS/RADIOS/STEREOS/CELLS/CAMERAS/DVD/CDS ARBITR 9-28-2014/06:40:47/518/3141

Summary Narrative

On 9/28/2014 at approximately 1841 hours, an officer requested additional officers to respond to the 800 Block of South 3rd Avenue for a disturbance which was believed to be taking place during a traffic stop. As a result, a 52 year old female was issued a municipal citation for violating Wausau's Sober Server municipal ordinance (5.64.034).

**Incident Report
WAUSAU POLICE DEPARTMENT**

14-8606

Supplement No
ORIG

Cited 1: LECHER, SUSAN MAE

Involvement Cited	Invt No 1	Type Individual	Name LECHER, SUSAN MAE	MNI 19664
Race White (NCIC value)	Sex Female	DOB 05/22/1962	Age 52	Juvenile? No
Height 5'01"	Weight 170#	Hair Color Blond or Strawberry	Eye Color Blue	
Type Home	Address 815 S 3RD AV #1N	City CITY OF WAUSAU	State Wisconsin	
ZIP Code 54401	Phone Type Cell	Phone No (715) 302-8057		
Involvement Cited	Arrest Type Citation	Arrest Date 09/28/2014	Arrest Time 19:00:00	Status Cited
Charge W: INFORMATIONAL	Level X	Charge Literal MISSING ORD #		

Other 1: LECHER, THOMAS D

Involvement Other	Invt No 1	Type Individual	Name LECHER, THOMAS D	MNI 5708
Race White (NCIC value)	Sex Male	DOB 04/12/1980	Age 34	Juvenile? No
Height 6'00"	Weight 229#	Hair Color Brown	Eye Color Hazel	

Other 1: STOECKMANN, JENNIFER MARIE

Involvement Other	Invt No 1	Type Individual	Name STOECKMANN, JENNIFER MARIE	MNI 13222
Race White (NCIC value)	Sex Female	DOB 10/24/1981	Age 32	Juvenile? No
Height 5'03"	Weight 130#	Hair Color Brown	Eye Color Green	
Type Home	Address 209 QUAW ST	City CITY OF WAUSAU	State Wisconsin	
ZIP Code 54401				

Property

Item 1	Involvement VIDEO EVIDENCE ON FILE	In Custody? No
Description 9-28-2014/06:40:47/518/3141	Typ A	
Cat TVS/RADIOS/STEREOS/CELLS/CAMERAS/DVD/CDS	Article ARBITR	

Narrative

DISPATCH:

On 9/28/2014 at approximately 1841 hours, Officer Lemirand conducted a traffic stop which stopped in the parking lot of 810 S. 3rd. Av. The parking lot was for Roc's Place Bar. Officer Lemirand requested additional officers to respond to Roc's Place because he believed there was something going on in the bar. Officer Lemirand did not require an emergency response but stated the quicker officers could get there the better.

RECORDING:

This entire incident was recorded via the Arbitrator audio/visual equipment which is equipped in squad 518 and submitted with this report per department policy.

INITIAL OBSERVATIONS:

I arrived on scene and observed Officer Lemirand's squad parked behind the vehicle which he had initiated the traffic stop with. Officer Lemirand was inside Roc's Place when I approached the vehicle which he had stopped. Officer Lemirand informed me he had made the traffic stop and when he exited his vehicle he heard yelling coming from inside the bar. Officer Lemirand said when he entered the bar he saw the bartender, who was identified as Susan M. Lecher (DOB: 5/22/1962), and another female at the end of the bar yelling at each other. The female at the end of the bar was identified as Jennifer M. Stoeckmann (DOB: 10/24/1981).

By the time I had entered Roc's Place the yelling had stopped.

See Officer Lemirand's report for further initial observations.

INTERVIEW WITH JENNIFER/SUSAN:

Report Officer 3141/CARR, GARRETT M	Printed At 09/29/2014 08:22	Page 2 of 3
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**Incident Report
WAUSAU POLICE DEPARTMENT**

14-8606

Supplement No
ORIG

Narrative

I asked Jennifer what the arguing was about. Jennifer denied any argument had taken place between her and the bartender. Jennifer stated Susan was "fucking drunk."

Susan denied any yelling taking place. Susan was reluctant to answer any more questions and was uncooperative when I asked her for her identifying information. Susan would not provide me with an I.D. and gave me her bartending license instead of telling me her name. While speaking with Susan I could smell a strong odor of intoxicant coming from her. Susan was slurring her speech and had unsteady balance the entire time I observed her in Roc's Place. Susan refused to tell Officer Lemirand how much she had to drink. Susan refused to give a PBT.

CONFERENCE WITH OFFICER LEMIRAND:

Based on mine and Officer Lemirand's observations and interactions with Susan, we determined Susan was in violation of the Wausau's Sober Server municipal ordinance in which a bartender needed to be under a .04 in order to serve alcohol.

CONCLUSION:

Susan was issued a Municipal Citation (#145306114) for violating Wausau's Sober Server municipal ordinance (5.64.034). The citation and its mandatory court date was explained to Susan. Susan had no questions about the citation.

A sober bartender arrived shortly after I issued the citation to Susan. Roc's Place was allowed to remain open with the sober bartender. Susan was informed she was no longer allowed to serve anyone alcohol. Susan's son, Thomas D. Lecher (DOB: 4/12/1980) stated he would not let his mother serve anyone else alcohol.

DISPOSITION OF REPORT:

A copy of this report should be forwarded to the Wausau Municipal Court.

Incident Report WAUSAU POLICE DEPARTMENT

14-8606

Supplement No
0001



515 GRAND AV
WAUSAU, WI 54403-6467

Reported Date
09/28/2014
Nature of Call
CITY ORDIN
Officer
LEMIRAND, ERIC M

B (715) 261-7800
F (715) 261-7888

Administrative Information

Agency WAUSAU POLICE DEPARTMENT	Case No 14-8606	Supplement No 0001	Reported Date 09/28/2014	Reported Time 18:41	Event No 140115755
Status INCIDENT REPORT COMPLETED	Nature of Call City Ordinances				
Location 810 S 3RD AV			City CITY OF WAUSAU	ZIP Code 54401	
Rep Dist CWAUS SOUTHWEST AREA 2 PDD FIRE 1	Area PDD	Beat SECD			
Officer 3093/LEMIRAND, ERIC M	Assignment Patrol Officer		Entered by EDEML1	Assignment Patrol Officer	
RMS Transfer Pending	Approving Officer PDLGH1	Approval Date 10/01/2014	Approval Time 21:18:53		
Case Status CLRDARREST	Routing information MUNICT				

Summary Narrative

On 09/29/14 at approximately 1841 hrs, officer was conducting a traffic stop in the parking lot of Roc's Place bar at 810 S. 3rd Ave when a disturbance was observed in the bar. As a result the bartender was cited for being over the legal bartender alcohol limit.

Modus Operandi

Crime Code(s)
All others

Narrative

On 09/29/14 at approximately 1841 hrs, I was conducting a traffic stop in the parking lot of Roc's Place bar at 810 S. 3rd Ave when a disturbance was observed in the bar. I advised the driver involved in my traffic stop to remain in her vehicle while I investigated the disturbance in the bar. I walked into the bar and observed the bartender, Susan M. Lecher, having a verbal argument with a patron at the end of the bar by the front of the establishment.

I walked in and told the 2 females to stop arguing. Susan was not wanting to listen to me. I made the bartender walk down to the opposite end of the bar where I was. I observed signs of impairment from the Susan. Susan's speech was slurred and her balance was unsteady. I asked Susan how much she had to drink. Susan said a little bit. I suggested to Susan that she might be over the legal bartender limit. Susan denied that. I called dispatch and advised I needed more squads as I still had my traffic stop to finish. While waiting for back up Susan would not cooperate with me. Susan was argumentative with me.

Officer Carr arrived to take over the investigation to the cause of the disturbance. At one point I told Susan I would like for her to submit a breath sample in the Preliminary Breath Test. Susan refused the PBT. Even after I told Susan as a bartender she had to be under a certain limit. Susan advised under no circumstances was she going to give me a breath sample.

See Officer Carr's report for more details and the conclusion of the investigation.

CITY OF WAUSSAU LICENSE

CITY OF WAUSSAU, MARATHON COUNTY, STATE OF WISCONSIN

OPERATOR LAPSED LICENSE # 1999001389

9/11/2013 - 6/30/2015

NON-TRANSFERABLE

=====
The required license fee of \$115.00 has been paid and license is hereby
granted from 9/11/2013 to 6/30/2015 for OPERATOR LAPSED
(Subject to the provisions and applicable statutes and ordinances and such
provisions and regulations as may at any time be imposed by the State of
Wisconsin or Municipal Government).
=====

BUSINESS: VARIOUS

LOCATION: CITY WIDE

SUSAN M LECHER
815 S 3RD AVE APT 1N
WAUSSAU WI 54401

GIVEN UNDER MY HAND AND
THE CORPORATE SEAL OF
THE CITY OF WAUSSAU
ON 9/11/2013



CITY CLERK

IRS520

ZONING DISTRICTS:

**IN THE CITY OF WAUSAU,
MARATHON COUNTY, STATE OF
WISCONSIN, BEFORE THE PUBLIC HEALTH
AND SAFETY COMMITTEE**

IN RE THE LICENSE OF:

SUSAN MAE LECHER
815 S. 3rd Avenue, #1N
Wausau, WI 54401

The above matter having come before the Public Health & Safety Committee (“Committee”) of the Common Council (“Common Council”) of the City of Wausau, the Committee having heard the testimony at the public hearing on Monday, November 24, 2014, does hereby make the following findings of fact and conclusions of law in the above referenced matter:

FINDINGS OF FACT

1. Susan Mae Lecher (“Licensee”) currently holds an Operator Lapsed License No. 1999001389. Said license was granted by the Common Council on September 10, 2013, to the Licensee for the period of September 10, 2013, through June 30, 2015.
2. On Monday, November 17, 2014, the Committee reviewed a Complaint filed with the City Clerk on November 12, 2014, by Brent Olson, a Police Officer with the City of Wausau Police Department and an adult resident of the City of Wausau and approved the issuance of a Summons commanding the Licensee to appear before the Committee for a hearing to show cause as to why the Licensee’s Operator Lapsed License should not be revoked.
3. A copy of the Summons and Complaint were personally served on the Licensee, Susan Mae Lecher, on November 18, 2014, commanding her appearance before the Committee at a hearing on November 24, 2014, at 5:15 p.m. in the Council Chambers of the Wausau City Hall. A hearing was commenced concerning the possible revocation of the Operator Lapsed Licensee before the Committee at such date and time. The City was represented at that hearing by Assistant City Attorney Tara G. Alfonso. The Licensee appeared in person and without counsel.
4. The Committee deliberated in closed session pursuant to Wis. Stat. §§19.85(1)(a) and (b).
5. Based upon the evidence received and the testimony of the witnesses, Officer Eric Lemirand and Officer Garrett Carr of the City of Wausau Police Department and of the Licensee, the Committee finds the following:

A. On September 28, 2014, at approximately 6:41 p.m. City of Wausau Police Officer Eric Lemirand, during the course of a traffic stop of a vehicle in the parking lot of Roc's Place Bar ("Roc's Place"), 810 S. 3rd Avenue, observed a disturbance occurring in the bar. The disturbance was of such a nature that it required him to walk away from the traffic stop he was conducting in order to investigate.

B. Upon entering Roc's Place to investigate the disturbance, Officer Lemirand observed the Licensee having a verbal argument with a patron at the end of the bar. Officer Lemirand instructed the parties to stop arguing. Upon making contact with the Licensee, Officer Lemirand observed her to have slurred speech and unsteady balance and based upon his training and experience believed the Licensee to be displaying signs of impairment.

C. Officer Lemirand determined that the Licensee was on duty as a bartender for Roc's Place at this time and was the sole bartender on duty.

D. Officer Lemirand inquired as to whether the Licensee had been consuming alcohol and she advised that she had a little bit. During her own testimony at the hearing, the Licensee did admit that she had in fact been drinking alcohol while on duty as a bartender.

E. During her contact with Officer Lemirand and Officer Garrett Carr of the City of Wausau Police Department, the Licensee was argumentative and non-cooperative. Officer Lemirand asked the Licensee to submit a breath sample for a Preliminary Breath Test ("PBT") and the Licensee refused and that she in fact voiced her refusal several times. During her own testimony at the hearing, the Licensee acknowledged she refused the PBT.

F. Officer Carr also observed signs of intoxication from the Licensee during his contact with her, namely a strong odor of intoxicants, slurred speech and unsteady balance. Based upon his training and experience, Officer Carr believed the Licensee to be displaying signs of impairment.

G. That based upon the testimony of Officers Lemirand and Carr, they observed the textbook signs of a person being under the influence and consequently the Committee finds the Licensee was under the influence of an intoxicant while on duty as a bartender on September 28, 2014.

H. The Licensee was and is aware of the provisions of the City's "Sober Server Ordinance," Wausau Municipal Code Section 5.64.034, Restrictions on servers.

I. Roc's Place has a policy against employees drinking behind the bar, as testified to by the Licensee.

J. The Licensee had no valid reason or explanation for refusing to take the PBT; she was not experiencing any physical disability, inability or disease which prevented her from taking such a test.

K. The Committee accepts as evidence in this matter, and adopts as its findings of fact, the certified records of the City Clerk of the City of Wausau identified as Exhibit A relating to the Licensee's Operator Lapsed License and the alcohol license application of Roc's Place; the aerial depiction and map of the location of Roc's Place and surrounding area identified as Exhibit B; and, the excerpts of the squad videos of Officers Lemirand and Carr played during the hearing as Exhibit C. Such Exhibits A – C are incorporated herein by reference.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Committee hereby makes the following Conclusions of Law:

1. This matter is properly before this Committee pursuant to Wis. Stat. §125.12(2)(b).
2. Based upon the evidence and the testimony presented, the Committee accepts the allegations of the Complaint as true.
3. The City has the burden of proving the allegations in the Summons and Complaint by a preponderance of the evidence. See, City of Cudahy v. DeLuca, 49 Wis. 2d 90, 181 N.W. 2d 374 (1970).
4. The City has met its burden of proof.
5. By the greater weight of the credible evidence, Officers Lemirand and Carr had reasonable suspicion that the Licensee was in violation of Wausau Municipal Code Section 5.64.034, Restrictions on servers adopted pursuant to Section 125.10 of the Wisconsin Statutes by being under the influence of an intoxicant while serving and/or supervising the service of alcohol beverages on September 28, 2014, and therefore were authorized under the ordinance to ask the Licensee for a preliminary breath test and that the Licensee had no reasonable or valid explanation for refusing to take the PBT.
6. Wausau Municipal Code Section 5.64.034(b) provides that "[r]efusal to submit to a requested test may be considered by the Common council as grounds for revocation, non-issuance, or non-renewal of the server's operator's license."

RECOMMENDATION

The Public Health & Safety Committee hereby recommends to the City Council that based upon all of the foregoing, that the Operator Lapsed License No. 1999001389 of the Licensee be revoked, such revocation to begin immediately upon publication if approved by the Common Council pursuant to Wis. Stat. §125.12(2).

The City Clerk is hereby directed to provide a copy of these Findings of Fact, Conclusions of Law and Recommendations to the Licensee and the City.

Dated this _____ day of December, 2014.

Lisa Rasmussen, Chairperson
Public Health and Safety Committee

ATTEST:

Toni Rayala, Clerk

RESOLUTION OF THE FINANCE COMMITTEE

Adopting the 2015 City of Wausau Budget and General Property Tax to Support Same.

Committee Action: Failed 2-2

File Number: 14-1109 **Date Introduced:** December 9, 2014

WHEREAS, the Finance Committee conducted budget meetings to review the budget for the City of Wausau, and

WHEREAS, the Finance Committee recommended adoption of the budget which provides the necessary appropriations to operate all functions of city government, and

WHEREAS, a public hearing was conducted at the November 11, 2014 Council meeting to obtain public input, and

BE IT RESOLVED, by the Common Council of the City of Wausau, the 2015 budget, a summary of which is attached, is hereby adopted, and

BE IT FURTHER RESOLVED, that this summary is supported by a line item detail budget which by this reference is made part of this resolution and represents the official city budget, and

BE IT FURTHER RESOLVED, there is hereby levied a tax of \$24,203,269, including TIF upon all taxable property within the City of Wausau, as returned by the Assessor in the year 2014, for the uses and purposes as set forth in said budget; and the City Treasurer be and is hereby authorized and directed to spread the tax levy upon the current tax roll of the City of Wausau, and

BE IT FURTHER RESOLVED, the City Treasurer be and is hereby authorized and directed to spread the additionally certified State, County, and Schools tax levies upon the current tax roll of the City of Wausau as indicated in the tax levy certifications.

Approved:

Jim Tipple, Mayor

**CITY OF WAUSAU
2015 BUDGET ANALYSIS- LEVY DEPENDENT FUNDS**

	2015 FINANCE RECOMMENDED BUDGET	BUDGET MODIFICATIONS	ADJUSTED 2015 BUDGET	2014 BUDGET	CHANGE INCREASE (DECREASE)	PERCENT CHANGE
GENERAL FUND						
Expenditures	\$31,897,481	(\$335,911)	\$31,561,570	\$31,375,352	\$186,218	0.594%
Revenues	15,293,261	(15,408)	15,277,853	15,531,469	(253,616)	-1.633%
Fund's Net Levy Requirement	16,604,220	(320,503)	16,283,717	15,843,883	439,834	2.776%
RECYCLING FUND						
Expenditures	672,375	(6,800)	665,575	646,324	19,251	2.979%
Revenues	148,300		148,300	148,574	(274)	-0.184%
Fund's Net Levy Requirement	524,075	(6,800)	517,275	497,750	19,525	3.923%
ECONOMIC DEVELOPMENT FUND						
Expenditures	48,500		48,500	50,000	(1,500)	-3.000%
Revenues	0		0	0	0	
Fund's Net Levy Requirement	48,500	0	48,500	50,000	(1,500)	-3.000%
DEBT SERVICE FUND						
Expenditures	8,016,800		8,016,800	8,346,252	(329,452)	-3.947%
Revenues	3,953,204		3,953,204	4,343,574	(390,370)	-8.987%
Fund's Net Levy Requirement	4,123,000	0	4,123,000	4,088,000	35,000	0.856%
CAPITAL PROJECT FUND						
Expenditures	10,007,651	(3,000,000)	7,007,651	9,264,003	(2,256,352)	-24.356%
Revenues	9,439,171	(3,000,000)	6,439,171	8,776,845	(2,337,674)	-26.635%
Fund Balance Application (Addition)	162,390		162,390	116,078	46,312	39.897%
Fund's Net Levy Requirement	406,090	0	406,090	371,080	35,010	9.435%
METRO RIDE FUND						
Expenditures	3,359,262		3,359,262	3,320,536	38,726	1.166%
Revenues	2,548,417		2,548,417	2,539,122	9,295	0.366%
Fund Balance Application (Addition)	161,556		161,556	102,125	59,431	58.194%
Fund's Net Levy Requirement	649,289	0	649,289	679,289	(30,000)	-4.416%
PARKING FUND						
Expenditures	1,925,476	(10,000)	1,915,476	1,828,060	87,416	4.782%
Revenues	1,052,700		1,052,700	1,059,930	(7,230)	-0.682%
Fund Balance Application(Noncash Depreciation)	648,776		648,776	544,130	104,646	19.232%
Fund's Net Levy Requirement	224,000	(10,000)	214,000	224,000	(10,000)	-4.464%
WAUSAU DOWNTOWN AIRPORT FUND						
Expenditures	382,605		382,605	323,850	58,755	18.143%
Revenues	137,100		137,100	134,850	2,250	1.669%
Fund Balance Application(Noncash Depreciation)	165,505		165,505	119,000	46,505	39.080%
Fund's Net Levy Requirement	80,000		80,000	70,000	10,000	14.286%
ANIMAL CONTROL						
Expenditures	205,511		205,511	160,014	45,497	28.433%
Revenues	126,435		126,435	137,027	(10,592)	-7.730%
Fund Balance Application			0	22,987	(22,987)	-100.000%
Fund's Net Levy Requirement	79,076	0	79,076	0	79,076	
TOTAL LEVY BEFORE INCREMENT	22,738,250	(337,303)	22,400,947	21,824,002	576,945	2.644%
City's Share of TIF Increment	1,829,460	(27,139)	1,802,322	1,758,798	43,524	2.475%
TOTAL LEVY	\$24,567,710	(\$364,442)	\$24,203,269	\$23,582,800	\$620,469	2.631%
<i>Estimated Assessed Value</i>	\$2,751,343,862	(\$2,765,262)	\$2,748,578,600	\$2,738,200,500	\$10,378,100	0.379%
Tax Rate Per \$1,000 of Assessed Value	\$8.929349		\$8.805740	\$8.612518	\$0.19322	2.244%
Equalized Value	\$2,655,928,800		\$2,655,928,800	\$2,520,917,800	\$135,011,000	5.356%
Tax Rate Per \$1,000 of Equalized Value	\$9.2501390		\$9.2501390	\$9.3548470	(\$0.104708)	-1.119%
\$100,000 Home	\$892.93		\$880.57	\$861.25	\$19.32	2.244%

**CITY OF WAUSAU
2015 MAYOR BUDGET MODIFICATIONS**

Line	Salary	Fringe	Expense	Revenues	Other	Net Levy (Reduction) Additions	FTE	Department	Description
<u>ADDITIONAL REVENUE</u>									
1				\$ (4,000)		\$ (4,000)		Parks	Increase revenue projections to reflect new fee structure for the remodeled Kaiser Pool
2			\$ 20,000	\$ (60,000)		\$ (40,000)		Unclassified	Anticipate Sponsorship Revenue net of related Marketing Commissions
3				\$ (15,000)		\$ (15,000)		Finance/Customer Service	To change the 400 block rental fees from hourly to half day and day and eliminate rental fee exemptions
			Additional Revenue Subtotal			\$ (59,000.00)		NET LEVY DECREASE	
<u>SERVICE REDUCTION</u>									
4	\$ (33,591.00)		\$ (52,702.00)		\$ 33,591.00	\$ (52,702.00)		Public Works	Eliminate Spring Clean Up - the total expense is \$86,293. Of this expense \$33,591 is staff time and \$32,924 is motor pool. Without a temporary staff layoff during the activity payroll costs would continue to be incurred and have been deducted to determine the net savings.
5			\$ (10,166.31)			\$ (10,166.31)	0.21	CCITC	Eliminate City's share of Systems IT Analyst position which is funded to begin in July 1. This position will be doing application analyst work, applying IT solutions to create efficiencies in a variety of city and county departments.
6	\$ (6,206.00)	\$ (794.00)	\$ (1,000.00)			\$ (8,000.00)		Parks	Reduce mowing in selected areas of parks. Shift full time and part of part time labor reduction to higher skill deferred maintenance needs. This requires a mowing ordinance change
7	\$ (6,316.00)	\$ (484.00)				\$ (6,800.00)		DPW	Reduce yard waste hours during the months of April-Mid September. Currently open Friday through Monday 9am to 8pm. Revised hours would be Saturday and Sundays 9am to 8pm.
8	\$ (17,525.00)	\$ (1,990.00)				\$ (19,515.00)		Engineering	Unfunded the half clerical position in search of alternate solutions. \$3,544 left in the budget to offset staff time attending plan and historic commission.
9			\$ (25,000.00)			\$ (25,000.00)		Unclassified	Eliminate Funding for the Boys and Girls program - Positive Youth Development
10			\$ (32,968.00)			\$ (32,968.00)		Fire	Defer hiring one fire fighter paramedic for approximately 7 months
11			\$ (8,205.00)			\$ (8,205.00)		Public Works	Eliminate 124 Sand Barrels located throughout the City. A sand barrel will be located outside of DPW for constituents.
			Service Reduction Subtotal			\$ (163,356.31)		NET LEVY DECREASE	
<u>SERVICE EXPANSION</u>									
12			\$ (141,631.00)	\$ 94,408.00		\$ (47,223.00)	2	Police	Eliminate the two additional police officer positions added by the Finance Committee during budget deliberations.
			Reduce Service Expansion Subtotal			\$ (47,223.00)		NET LEVY DECREASE	
<u>OTHER BUDGET MODIFICATION ACTIONS</u>									
13			\$ (18,000.00)			\$ (18,000.00)		Public Works, Police and City Hall Maintenance	Cut janitorial costs
14			\$ (31,000.00)			\$ (31,000.00)		Public Works	Eliminate vehicle GPS software on rolling stock
15	\$ (7,736.00)	\$ (988.00)				\$ (8,724.00)		Parks	Reduce seasonal staffing costs to historical experience. Savings generally encountered due to poor weather and other issues that prevent seasonals from working.
16			\$ (10,000.00)			\$ (10,000.00)		Parking Fund	Variety of budget modifications to provide cost savings including janitorial and supplies.
			Other Budget Modifications Subtotal			\$ (67,724.00)		NET LEVY DECREASE	
<u>CAPITAL PROJECTS FUND</u>									
17			(3,000,000.00)	3,000,000.00		\$ -			Defer one swimming pool from the Capital Budget. This will keep project management responsibilities reasonable and assist the city in maintaining the bank qualified eligibility of the 2015 debt issuance.
<u>TAX INCREMENT</u>									
18			Tax Increment		(27,139.00)	\$ (27,139.00)		NET LEVY DECREASE Tax Increment decreases as the levy decreases	
			TOTAL BUDGET REDUCTIONS			\$ (364,442.31)			

RESOLUTION OF THE FINANCE COMMITTEE

Approving Municipality Held for Cause Services Agreement for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, between the Humane Society of Marathon County, Inc. and the City of Wausau, from 1/1/15 through 12/31/15

Committee Action: Approved

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

File Number: 03-0717

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, effective January 1, 2014, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause; and

WHEREAS, that contract expires December 31, 2014, and there is a need to provide for the care of such animals; and

WHEREAS, your Finance Committee, on December 9, 2014, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of animals taken into custody by law enforcement or humane officers and animals held for cause, covering a period from January 1, 2015 through December 31, 2015;

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

Approved:

James E. Tipple, Mayor

(Updated 11-6-14)

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

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

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by law enforcement or humane officers employed by the MUNICIPALITY and (b) "Animals Held for Cause" [as that term is used in Wis. Stat. §§173.21 and 22] (i.e., animals held by HSMC on behalf of the MUNICIPALITY pending further legal determination or order); and

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

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

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401. It is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

SUMMARY OF SERVICES.

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

and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC. Where necessary, the MUNICIPALITY shall be responsible for extraordinary veterinarian expenses of any animal brought to the HSMC under this section, provided the municipality is consulted and consents to the proposed veterinary treatment. For purposes of this sentence, any officer of the Wausau Police Department holding the rank of lieutenant or the humane officer may authorize veterinary services beyond veterinarian well checks.

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

2.0 REIMBURSEMENT. HSMC agrees to cooperate with the MUNICIPALITY by providing notice to the MUNICIPALITY City of Wausau via phone call or e-mail within 72 hours, not including weekends or holidays, of receipt of an animal subject to this Agreement. HSMC will provide prompt and accurate accounting of any charges made to MUNICIPALITY pursuant to Schedule A attached hereto. HSMC will also provide documentation and testimony as needed to facilitate MUNICIPALITY'S actions to seek payment, or any other form of reimbursement, for the custody, care, or treatment of any animal subject to this Agreement which is permitted by law.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be one (1) year commencing **January 1, 2015** and this term shall expire **December 31, 2015**. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

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

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

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

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

4.3 Animal Held for Cause: As that term is used in Wis. Stat. §§173.21 and 22, Wis. Stats. as follows: Animals held on behalf of MUNICIPALITY because there is reasonable cause to believe that the owner has mistreated the animal in violation of Chap. 951, Stats., or that the animal poses a significant threat to public health, safety or welfare, or the animal may be used as evidence in pending prosecution, or by court

order. Such animals are only 'boarded' at HSMC and are NOT subject to adoption without agreement of the parties or further Court order.

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

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

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

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

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

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

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

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

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

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

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

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPALITY departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

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

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

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting of animals subject to this agreement 24 hours per day, 7 days per week. This intake facility/room will be made available to MUNICIPALITY law enforcement or humane officers to bring in such animals. MUNICIPALITY and its law enforcement officers agree to abide by all INTAKE PROTOCOLS established by HSMC. Facility will be open to private individuals during normal operating hours.

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

5.6 Disposition of Animals.

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

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

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

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

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

5.6.4 In the event MUNICIPALITY directs HSMC to withhold an animal from its owner, MUNICIPALITY shall petition the circuit court for an order doing any of the following with respect to the animal: 1) Providing for payment for the custody, care, or treatment of the animal; 2) Requiring the owner of the animal to post a bond for the costs of custody, care or treatment of the animal pending the outcome of any other proceeding; 3) Authorizing the sale, destruction or other disposal of the animal, pursuant to §173.23(3), Wis. Stats.

5.7 Claim and Return.

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

~~5.7.2 In the event an owner refuses to pay for custody, care, vaccination or treatment care, HSMC may elect to return the animal to its owner and charge MUNICIPALITY for same in accordance with Schedule A. MUNICIPALITY may, in turn, petition the circuit court for redress from the owner, as set forth in par. 5.6.4, above and applicable Wisconsin Statutes.~~

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

5.9 Protocols. HSMC and MUNICIPALITY agree that HSMC will create certain protocols (rules) for MUNICIPALITY'S law enforcement officers, humane officers and other authorized agents to follow in order to accomplish the efficient execution of this contract with a minimum of confusion or disagreement.

5.9.1 Law enforcement, humane officers and other agents of the MUNICIPALITY may be requested to assist with the creation and efficient administration of these protocols.

5.9.2 Continued breaches of the HSMC protocols by MUNICIPALITY will be considered a breach of contract in the discretion of HSMC.

5.9.3 MUNICIPALITY is responsible for communication of the Protocols amongst its law enforcement officers, humane officers and any other persons responsible for the execution of the terms of this agreement.

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

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

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

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

6.0 TERMINATION OF AGREEMENT.

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

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

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

7.0 INSURANCE and INDEMNIFICATION.

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

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

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

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

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

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

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

9.0 NOTICES.

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

James E. Tipple Mayor City of Wausau 407 Grant Street Wausau, WI 54403	Toni Rayala City Clerk City of Wausau 407 Grant Street Wausau, WI 54403
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Mary Kirlin Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Linda Barger-Karger President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
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10.0 MISCELLANEOUS.

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

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

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

10.4 Construction.

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

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

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

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

11.0 ASSIGNMENT.

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

12.0 THIRD-PARTY BENEFICIARIES.

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

13.0 EXECUTION IN COUNTERPARTS.

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

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

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

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, James E. Tipple, in my capacity as Mayor for the City of Wausau, and I, Toni Rayala, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

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

FOR HUMANE SOCIETY OF MARATHON MUNICIPALITY:

MARY KIRLIN, Date
Executive Director, HSMC

LINDA BERNA-KARGER, Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

JAMES E. TIPPLE, Date
Mayor, City of Wausau

TONI RAYALA, Date
City Clerk, City of Wausau

This Agreement was drafted by:
Attorney Andrew W. Schmidt
Schmidt & Schmidt, S.C.
P. O. Box 146
123 Grand Avenue
Wausau, WI 54402-0146

SCHEDULE A

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

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

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

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

2.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:

2.1 Exceptional or emergency veterinary services provided by **non-HSMC** staff will be part of the costs billed to MUNICIPALITY on an as incurred basis.

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

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

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from 1/1/15 through 12/31/15

Committee Action: Pending

Fiscal Impact: \$55,000, with a credit for less than 300 animals brought in at \$185 per animal, and a charge of \$200 per animal beyond 300, with \$12,710 to be offset by County.

File Number: 03-0717

Date Introduced: December 9, 2014

RESOLUTION

WHEREAS, effective January 1, 2014, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays and the non-dog strays of the Village of Weston, Town of Weston and City of Schofield, taken into custody by law enforcement or humane officers; and

WHEREAS, that contract expires December 31, 2014, and there is a need to provide for the care of such animals; and

WHEREAS, funding for this service was provided in the 2015 Animal Control Fund Budget; and

WHEREAS, your Finance Committee, on December 9, 2015, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays and the non-dog strays of the Village of Weston, Town of Weston and City of Schofield, taken into custody by law enforcement or humane officers, covering a period from January 1, 2015 through December 31, 2015;

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

Approved:

James E. Tipple, Mayor

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

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

Municipality Address: Mayor James E. Tipple
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

Registered Agent Attorney Andrew W. Schmidt
For HSMC: 123 Grand Avenue
Wausau WI 54403

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

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and the non-dog strays of the Village of Weston, Town of Weston and City of Schofield (collectively "EVEREST METRO"); and

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

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

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

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

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

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

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

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

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

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

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

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

1.6 The services provided herein by HSMC also include any non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU AND EVEREST METROPOLITAN POLICE DEPARTMENT" entered into January 1, 2014.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows: \$55,500 for the contract, for up to 300 non-dog strays. For any non-dog stray brought in beyond 300, the flat fee shall be \$200 per non-dog stray. The fees include any non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU AND EVEREST METROPOLITAN POLICE DEPARTMENT" entered into January 1, 2014.

2.1 The contract price of \$55,500 shall be due and paid in full on or before January 30, 2015.

2.2 HSMC will bill MUNICIPALITY for animals beyond 300 non-dog strays regardless of whether Wausau Police/Humane Officer or Everest Metro Police Officer delivers the animals to HSMC.

2.3 If less than 300 non-dog strays are brought in during calendar year 2015, a credit shall be given MUNICIPALITY for the balance owed at \$185 per animal and the full amount paid under the contract which shall be carried over and applied the following year to the MUNICIPALITY'S obligation.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be from January 1, 2015 through December 31, 2015. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

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

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

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

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

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

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

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

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

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

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

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

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

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

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

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

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

6.0 TERMINATION OF AGREEMENT.

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

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

7.0 INSURANCE AND INDEMNIFICATION.

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

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes

of all employees engaged in work.

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7.2 Indemnification.

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

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

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

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

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

9.0 NOTICES.

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

Mayor James E. Tipple
City of Wausau
407 Grant Street
Wausau WI 54403

Toni Rayala
City Clerk
407 Grant Street
Wausau WI 54403

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

Mary Kirlin
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Linda Berna-Karger
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

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

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

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

10.4 Construction.

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

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

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

changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

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

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

12.0 THIRD-PARTY BENEFICIARIES. Except as set forth herein above with respect to EVEREST METRO, this Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

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

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

15.0 WARRANTY OF CAPACITY TO EXECUTE.

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

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

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

MARY KIRLIN Date
Executive Director, HSMC

LINDA BERNA-KARGER Date
President Board of Directors, HSMC

FOR MUNICIPALITY:

JAMES E. TIPPLE Date
Mayor, MUNICIPALITY Contract Administrator

TONI RAYALA Date
City Clerk

This Agreement drafted by
Anne L. Jacobson
City of Wausau

Modified 11/5/2014 by Linda Berna-Karger:
Section 2.0, 2.1, 2.2 (Compensation)
Section 3.0/3.1 (Term of Agreement)
Section 6.2 (Termination of Agreement)