



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 22, 2015 at 6:00 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
15-1101		Minutes of previous meetings (11/24/15)	
15-1010	CISM & PLAN	Final Resolution vacating and discontinuing a portion of 77th Avenue	Approved 5-0 Approved 6-0
03-0717	FIN	Resolution Approving Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc.	Approved 5-0
03-0717	FIN	Resolution Approving purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau from January 1, 2016 through December 31, 2016	Approved 5-0
12-1214	FIN	Resolution Approving Intergovernmental Humane Officer Services Agreement	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
02-1005	CISM	Resolution approving Amendment #1 to Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project	Approved 5-0
15-1211	FIN	Resolution authorizing the City of Wausau to purchase 1312 N. 3rd Street, Wausau	Approved 5-0
15-1212	ED	Resolution approving sale of 1427 N. 12th Avenue	Approved 5-0
12-0219	HR	Resolution approving amendments to Employee Handbook	Approved 5-0
94-0907	ED & PLAN	Joint Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 3, City of Wausau, Wisconsin	Approved 5-0 Approved 6-0
97-0404	ED & PLAN	Joint Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 5, City of Wausau, Wisconsin	Approved 5-0 Approved 6-0
97-0404	ED & PLAN	Joint Resolution Approving an Amendment to the Project Plan of Tax Incremental District No. 5, City of Wausau, Wisconsin	Approved 5-0 Approved 6-0

Suspend the Rule 1(D) Transmission of Committee Business to Council for the following items - (2/3 Vote required)

15-1213	PH&S	Resolution Opposing the proposed legislation AB 568 Prohibiting Municipal Landlord Registration and Rental Inspection Programs; Undermining Historic Preservation Ordinances; and Repealing Grandfathering more Stringent Multifamily Sprinkler Requirements	Pending
15-1214	PH&S	Resolution Urging Local Legislators to Sign On as Co-Sponsors of LRB 3896/1 which Proposes Allowing Municipalities to Establish a Premier Economic Development District and Additionally Permit Municipality to Purchase "Class B" Liquor Licenses from Contiguous and Noncontiguous Municipalities.	Pending

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

CLOSED SESSION pursuant to Section 19.85(1)(g) of the Wisconsin Statutes conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding litigation strategy to be adopted in Marathon County Case No. 15CV375 Brent Zoicher vs. City of Wausau

CLOSED SESSION pursuant to Section 19.85(1)(g) of the Wisconsin Statutes conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding litigation strategy to be adopted in Marathon County Case No. 14CV543 Financial Way vs. City of Wausau. including offer of settlement in 14CV543 and 15CV561

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

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 12/17/15 @ 2:00 pm. Questions regarding this agenda may be directed to the City Clerk.



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA - Revised

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 22, 2015 at 6:00 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**

REVISED ADDENDUM

File #	CMT	Resolutions and Ordinances	ACT
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CLOSED SESSION pursuant to Section 19.85(1)(g) of the Wisconsin Statutes conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding annexation petitions from petitioners from the Town of Maine on file with the City Clerk and the Town of Maine incorporation process.

RECONVENE IN OPEN SESSION to take action on closed session item, if necessary.

Adjournment

Signed by James E. Tipple, Mayor

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 12/21/2015 @ 3:45 PM
 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, November 24, 2015, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

11/24/2015 7:00:51 PM

Roll call indicated 10 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	NV
11	Mielke, Robert	YES

Proclamations:

Mayor Tipple proclaimed **November 28, 2015, Small Business Saturday**, and urged the residents in our community and communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.

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

None

Communications and Committee Reports

Wagner stated Governor Walker's Minority Entrepreneur of the Year Startup Business is one of his clients from the Entrepreneurial & Education Center, Sanchez Coating. Also, the Disabled Veteran Entrepreneur of the Year-Larger Manufacturing was American Fab & Manufacturing, which graduated from the center two years ago.

Consent Agenda

11/24/2015 7:05:29 PM

Motion by Nutting, second by Mielke to adopt all items listed on the consent agenda as presented:

15-1101 Minutes of previous meetings (11/10/15)

15-1112 Resolution of the Capital Improvements and Street Maintenance Committee approving easement for facilities located along 1st Street (WPS).

02-1005 Resolution of the Capital Improvements and Street Maintenance Committee approving Relocation order for the reconstruction of Thomas Street from 4th Avenue to 17th Avenue.

15-0916 Final Resolution of the Capital Improvements and Street Maintenance Committee and Plan Commission vacating and discontinuing a portion of 80th Avenue.

15-0915 Final Resolution of the Capital Improvement and Street Maintenance Committee and the Plan Commission vacating discontinuing a portion of alley bounded by Prospect Avenue, Genrich Street, Dunbar Street and Single Avenue.

01-0718 Joint Resolution of the Airport and Finance Committee authorizing execution of a five (5) year lease between the City of Wausau ("City") and the United States of America ("Lessee") for use by the Federal Aviation Administration for antenna and rack space at the City of Wausau Downtown Airport.

14-1109 Resolution of the Finance Committee authorizing a Contribution of \$5,000 to the Hmong Veterans Memorial.

15-0108 Resolution of the Public Health & Safety Committee authorizing a waiver of 10.32.020 Restrictions on permit, for the Holiday Parade 2015 (Wausau Events).

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

15-0904

11/24/2015 7:06:23 PM

Motion by Neal, second by Rasmussen to adopt a final resolution of the Capital Improvement and Street Maintenance Committee and the Plan Commission vacating and Discontinuing the alley abutting 215 East Thomas Street west to Emter Street. Failed 1-9.

Yes Votes: 1 No Votes: 9 Abstain: 0 Not Voting: 1 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	YES
5	Gisselman, Gary	NO
6	Winters, Keene	NO
7	Rasmussen, Lisa	NO
8	Kellbach, Karen	NO
9	Oberbeck, David	NO
10	Abitz, Sherry	NV
11	Mielke, Robert	NO

Suspend Rules

11/24/2015 7:07:01 PM

Motion by Neal, second by Rasmussen to suspend Rule 1(D) Transmission of Committee Business to Council for the following items - (2/3 Vote required).

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	NV
11	Mielke, Robert	YES

15-1109

11/24/2015 7:09:59 PM

Motion by Nutting, second by Oberbeck to adopt a resolution of the Finance Committee authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code.

Groat noted there were some corrections to schedule to the park fee structure. She stated the residential licensing fee was originally proposed to increase from \$20 to \$25, but the committee amended it to keep it at \$20.

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

15-1013

11/24/2015 7:12:12 PM

Motion by Neal, second by Nutting to adopt a resolution of the Finance Committee approving 2016 contract for residential and commercial building inspection services between the City of Wausau and City of Schofield.

Wagner questioned how the fee was structured and if we were making money or losing money. Hebert referred to the worksheet in the packet and estimated making about 5%. Oberbeck indicated he voted against it because he did not believe it was budget neutral or even an increase. He felt it was subsidizing the City of Schofield's inspection services.

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 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	NO
10	Abitz, Sherry	NV
11	Mielke, Robert	YES

15-1111

11/24/2015 7:24:59 PM

Motion by Nutting, second by Wagner to adopt a joint resolution of the Economic Development and the Finance Committees accepting the response from 1800 Stewart Avenue, LLC as satisfactory completing the intent of the signed Development Agreement.

Abitz entered the meeting.

Winters questioned what this cost the city as there was no fiscal information on the resolution. Werth stated there was no fiscal impact because the goals of the development agreement have been met and exceeded in some instances, and it was funded through Block Grant. Winters pointed out it did not meet the \$1.4 million in fair market value. Groat stated the remedy on the contract is for them to pay back the grant of \$35,000. Werth pointed out the land is still contaminated and under a DNR order.

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

12-1116

11/24/2015 7:35:39 PM

Motion by Nutting, second by Rasmussen to adopt a resolution of the Finance Committee approving the Assessment Services Contract between the City of Wausau and the City of Schofield to provide assessment services to the City of Schofield for the assessment of real and personal property of contract years 2016-2020.

Oberbeck could not understand why we would take a \$24,000 contract and reduce it to \$18,000 per year and lock it in for five years. We charge our residents \$600,000 per year to do assessment services in the City of Wausau. He did not feel this was an appropriate fee for the cost of the service and that we were subsidizing services to other cities at the expense of our residents.

Nutting questioned if Schofield received a lower offer and Giese confirmed that it had. Nutting felt we have invested a lot and another company could take advantage of all the work that has already been done.

Wagner felt there should at least have been a 1% or 3% increase per year built into the contract instead of just a lump sum. Discussion took place regarding the City of Wausau Assessment Department budget and operations.

Yes Votes: 5 No Votes: 6 Abstain: 0 Not Voting: 1 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	NO
5	Gisselman, Gary	YES

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

Closed Session

11/24/2015 7:37:52 PM

Motion by Mielke , second by Nutting to move to CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding the payment of rent loss in lieu of relocation benefits and rent differential for 1040 South 4th Avenue (Thomas Street 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

Closed Session

11/24/2015 7:38:54 PM

Motion by Mielke, second by Neal to move to 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 pending tax litigation and related claims for excessive assessment involving Walgreen Co., Case No. 11 CV 958 and 2015 Claims (17th Ave and Central Bridge St.)

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

Adjourned in Closed Session.

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

**FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Vacating and discontinuing a portion of 77th Avenue

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

Fiscal Impact: None

File Number: 15-1010

Date Introduced: December 22, 2015

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on October 27, 2015, at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

Part of the Southwest ¼ of the Northeast ¼, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of the 77th Avenue right-of-way cul-de-sac in said Southwest ¼ of the Northeast ¼, lying Southerly and Easterly of the following described line:

Commencing at a point on the Westerly right-of-way of South 77th Avenue, said point shown as Point A on said Certified Survey Map Number 1346 recorded in the Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 27, and lying at the beginning of a 60 foot cul-de-sac at the South end of said South 77th Avenue; thence along said Westerly right-of-way and along an arc of a curve to the left having a chord bearing of South 11°32'35" West and a chord distance of 43.45 feet and a radius of 60.00 feet, to the point of beginning of said line;

Thence North 83°00'35" East, 60.38 feet; thence North 2°12'13" East, 62.18 feet to the Easterly right-of-way of said South 77th Avenue and the end of said 60 foot cul-de-sac, and the end of said line;

and also;

That portion of the 77th Avenue right-of-way in said Southwest ¼ of the Northeast ¼, lying Southerly of the Southerly right-of-way of Stewart Avenue, and lying Northerly of the following described line:

Commencing at the intersection of said Easterly right-of-way of South 77th Avenue, and the southerly line of Certified Survey Map Number 1742 recorded in the Office of Register of Deeds for Marathon County in Volume 7 of Certified Survey Maps on Page 128, the point of beginning of said line;

Thence South 63°21'18" West, perpendicular to said Westerly right-of-way of South 77th Avenue, 60.00 feet to said Westerly right-of-way, and the end of said line.

WHEREAS, a public hearing on the passage of such resolution had been set by the Common Council, which hearing was set for 5:30 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 10TH day of December, 2015, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed portion of street be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation and Frontier North Inc. have requested that they be granted easement and ingress and egress rights over, across and under the portion of street being vacated.

BE IT RESOLVED by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of street being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as storm sewer and electrical.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute easements to Wisconsin Public Service Corporation and Frontier North Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that these entities shall have until February 1, 2016, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than February 1, 2016, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

Approved:

James E. Tipple, Mayor

JOINT MEETING OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Date of Meeting: December 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: **Capital Improvements and Street Maintenance Committee:**
Rasmussen, Mielke, Gisselman, Kellbach, Abitz
Plan Commission:
Mayor Tipple, Lindman, Oberbeck, Gisselman, Atwell

Also Present: Jacobson, Lenz, Wesolowski, Gehin

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 of the Capital Improvements and Street Maintenance Committee to order; and Mayor Tipple called the meeting of the Plan Commission to order.

PUBLIC HEARING: Discussion and possible action on petition to vacate a portion of 77th Avenue

Rasmussen invited those in attendance who wished to speak regarding the proposed vacation to come to the podium and give their name and address for the record. After asking three times, no one appeared and the public hearing was closed.

Gisselman moved to approve the petition to vacate a portion of 77th Avenue. Kellbach seconded and the motion carried unanimously 5-0.

Agenda Item No.

2

STAFF REPORT TO CISM COMMITTEE – December 10, 2015

AGENDA ITEM

PUBLIC HEARING: Discussion and possible action on petition to vacate a portion of 77th Avenue

BACKGROUND

Several years ago Wausau Coated came to the City with a plan to expand their business by connecting their buildings on the east and west side of 77th Avenue. To facilitate this, the City constructed the extension of 80th Avenue to maintain access to Wisconsin Lift Truck and provide and alternate access to Wausau Coated. Now that 80th Avenue is completed and Wausau Coated intends to extend their buildings to occupy the 77th Avenue right-of-way, it is necessary to vacate 77th Avenue south of Stewart Avenue as shown on the attached map.

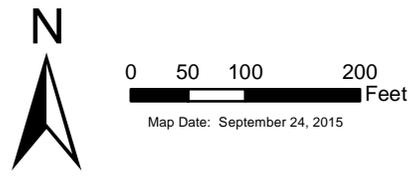
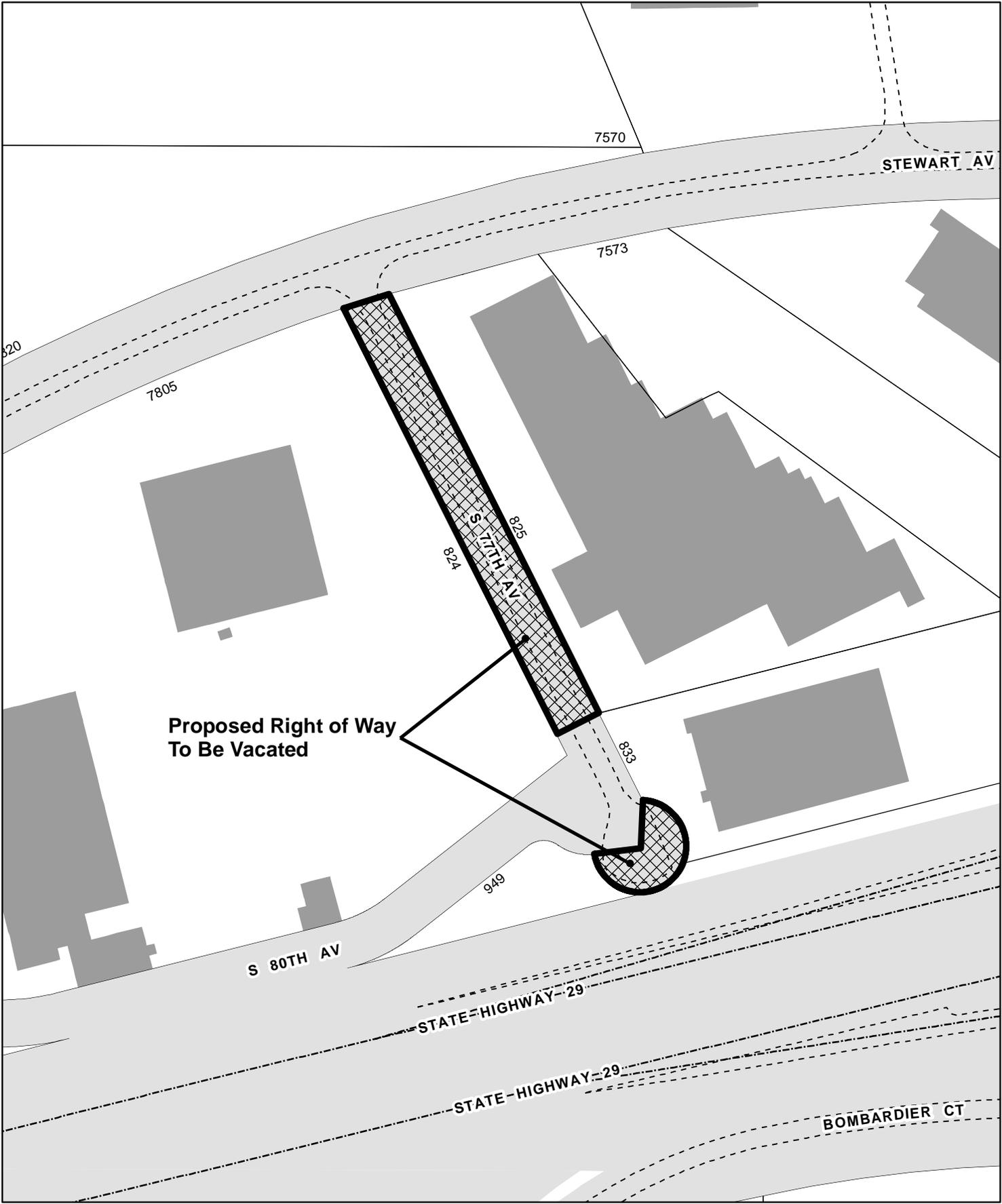
FISCAL IMPACT

Wausau Coated will be allowed to expand and the financial impact will be expanded tax base for the City.

STAFF RECOMMENDATION

Depending upon comments received at the public hearing, staff would recommend vacating this portion of 77th Avenue. Easements for the sewer and water utilities within the 77th Avenue right-of-way will be reserved.

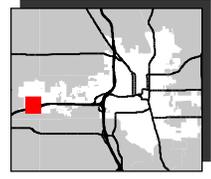
Staff contact: Allen Wesolowski 715-261-6762



CITY OF WAUSAU

Marathon County, Wisconsin

- Legend**
-  Vacate
 -  Existing Right of Way
 -  Existing Road (Paved)
 -  Existing Building



Approved:

James E. Tipple, Mayor



Office of the City Attorney
Anne L. Jacobson, City Attorney
Tara G. Alfonso, Asst. City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Memorandum

From: Anne L. Jacobson, City Attorney

To: Finance Committee

Date: December 4, 2015

Re: **2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc.**
2016 Purchase of Animal Impoundment Services Agreement with The Humane Society of Marathon County, Inc.
2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Purpose: To obtain your approval of the 2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc., 2016 Purchase of Animal Impoundment Services Agreement with The Humane Society of Marathon County, Inc., and 2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Facts: The three contracts were approved in 2015 and the city would like to continue service for 2016.

Other than date changes in all three contracts, Section 2.4 was added to the Impoundment Services Agreement.

Recommendation: Approval.

cc: Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, December 8, 2015 @ 6:00 pm., Board Room

Members Present: Oberbeck (C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Hebert, Hite, Kujawa, Lindman, Stratz, Tipple, Barnes, Jaeger, Chmiel, Neal, Abitz, Goede, media.

Discussion and possible action on 2016 Municipality Held for Cause Services Agreement with The Humane Society of Marathon County, Inc.

Jacobson stated the contract did not change except for the dates.

Motion by Mielke, second by Nagle to approve the Held for Cause Services Agreement with the Humane Society.
Motion carried 5-0.

MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT

THE HUMANE SOCIETY OF MARATHON COUNTY, INC.

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

RECITALS

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

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

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

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

AGREEMENT

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

SUMMARY OF SERVICES.

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

and in coordination with law enforcement, humane officer and the Courts of Marathon County as well as keep accurate records thereof of all of the animals brought to HSMC.

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

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

2.0 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, 2016** and this term shall expire **December 31, 2016**. 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. Animals which are permitted or ordered returned to their owners shall be returned upon the happening of all of the following: 1) The owner claims the animal and provides reasonable proof of ownership to HSMC; 2) If vaccination is required by statute or ordinance, the animal is vaccinated or assurance of vaccination by prepayment is given to HSMC; 3) If licensure is required by statute or ordinance, proof that the animal is licensed is provided to HSMC within 72 hours of return; and 4) All charges for custody, care, vaccination or treatment care are paid to HSMC.

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

5.9 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, subject to those provisions in SUMMARY OF SERVICES #2 Animals Held for Cause.

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

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

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

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from 1/1/16 through 12/31/16	
Committee Action:	Approved 5-0
Fiscal Impact:	\$55,500, with a credit for less than 300 animals brought in at \$185 per animal, and a charge of \$200 per animal beyond 300,
File Number:	03-0717
Date Introduced:	December 22, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$62,500 Budgeted for Impoundment and Held for Cause Costs. One year contract</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, effective January 1, 2015, 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, 2015, and there is a need to provide for the care of such animals; and

WHEREAS, funding for this service was provided in the 2016 Animal Control Fund Budget; and

WHEREAS, your Finance Committee, on December 8, 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, 2016 through December 31, 2016;

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

FINANCE COMMITTEE

Date and Time: Tuesday, December 8, 2015 @ 6:00 pm., Board Room

Members Present: Oberbeck (C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Hebert, Hite, Kujawa, Lindman, Stratz, Tipple, Barnes, Jaeger, Chmiel, Neal, Abitz, Goede, media.

Discussion and possible action on 2016 Purchase of Animal Impoundment Services Agreement with the Humane Society of Marathon County, Inc.

Jacobson stated the Humane Society added paragraph 2.4 to credit us with strays that were returned to the owner.

Motion by Kellbach, second by Mielke to approve the Animal Impoundment Services Agreement with the Humane Society. Motion carried 5-0.

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 at 2.0 and be included in the flat fee contract price.

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

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 effective January 1, 2016.

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, 2016 less any credit pursuant to Section 2.3 and 2.4 below.

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 2016, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2016, a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2017.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2014 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2014, there were 17 Cats that qualified for a credit of \$1,990. and \$560. in owner reclaim fees for a total WAUSAU credit of \$2,550. Additionally, there were 3 Cats that qualified for a credit of \$390. and \$70. in owner reclaim fees for a total VILLAGE OF WESTON credit of \$460. **THE TOTAL CREDIT UNDER THIS CONTRACT FOR 2014 RETURN TO OWNER ANIMALS IS \$3,010.** (There were NO Town of Weston or City of Schofield Return to Owner animals in 2014).

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be from January 1, 2016 through December 31, 2016. 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.

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 by Linda Berna-Karger 10-14-15
Modified by Anne Jacobson 11/30/15

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2016 through December 31, 2016	
Committee Action:	Approved 5-0
Fiscal Impact:	Revenue Payment of \$16,860 from Everest Metro Police Department
File Number:	12-1214
Date Introduced:	December 22, 2015

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

RESOLUTION

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

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

WHEREAS, an agreement was entered into in 2015 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the City of Wausau enter into an agreement for the contracting of such services to EMPD in substantial compliance with the material terms of the attached agreement for a term commencing January 1, 2016 and ending December 31, 2016.

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, December 8, 2015 @ 6:00 pm., Board Room

Members Present: Oberbeck (C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Hebert, Hite, Kujawa, Lindman, Stratz, Tipple, Barnes, Jaeger, Chmiel, Neal, Abitz, Goede, media.

Discussion and possible action on 2016 Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Jacobson stated there were no changes other than the dates.

Motion by Kellbach, second by Mielke to approve the Humane Officer Services Agreement with Everest Metropolitan Police Department. Motion carried 5-0.

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

THIS AGREEMENT, entered into this 1st day of January, 2016, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.

3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.

4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2016 ("Commencement Date") and terminate on December 31, 2016 ("Termination Date").

5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2016 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY'S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation Statutory Coverage

General Liability Insurance Coverage:

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

- b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.
7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Everest Metro Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
- | | |
|------------------|-----------------------|
| CITY: | EVEREST METRO |
| City of Wausau | Attn: Chief of Police |
| Attn: City Clerk | 5303 Mesker Street |
| 407 Grant Street | Weston, WI 54476 |
| Wausau, WI 54403 | |
11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. **JURISDICTION.** Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.

14. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

15. **IMMUNITY.** Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

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

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

James E. Tipple, Mayor

Wally Sparks, Chief of Police

Toni Rayala, Clerk

Milton Olson, Chairman - Everest Metro
Joint Finance Committee

EXHIBIT A

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

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Approving Amendment #1 to Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project	
Committee Action:	Approved 5-0
Fiscal Impact:	Additional \$77,450 to original contract of \$276,625 for total of \$354,075
File Number:	02-1005
Date Introduced:	December 22, 2015

FISCAL IMPACT SUMMARY		
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Budget Source:</i> TID #6, 2016 proposed budget
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i> Based upon scope of work
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Amount:</i> TBD <i>Annual Retirement</i> TBD
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Amount:</i> TBD
	<i>TID Source:</i> Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>	

RESOLUTION

WHEREAS, Thomas Street from 3rd Avenue to 17th Avenue is proposed to be reconstructed in 2017; and

WHEREAS, in order to acquire necessary property for the approved road design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, the real estate acquisition process was broken into two phases with the first phase being for total takings and relocations, and the second phase for strip takings and Temporary Limited Easements; and

WHEREAS, your Capital Improvements and Street Maintenance Committee reviewed the proposed Amendment #1 to the Real Estate Services Contract at its meeting on December 10, 2015, and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve Amendment #1 to the Real Estate Contract with MSA Professional Services for right-of-way property acquisitions required related to the reconstruction of Thomas Street.

Approved:

James E. Tipple, Mayor

JOINT MEETING OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Date of Meeting: December 10, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: **Capital Improvements and Street Maintenance Committee:**
Rasmussen, Mielke, Gisselman, Kellbach, Abitz
Plan Commission:
Mayor Tipple, Lindman, Oberbeck, Gisselman, Atwell

Also Present: Jacobson, Lenz, Wesolowski, Gehin

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 of the Capital Improvements and Street Maintenance Committee to order; and Mayor Tipple called the meeting of the Plan Commission to order.

Discussion and possible action on Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project

Lindman stated this amendment is for Phase 2 for property acquisitions on Thomas Street. Phase 1 was for the 24 parcels that needed total acquisitions. Phase 2 will include the partial takings as well as Temporary Limited Easements (TLE). The original cost of the contract was \$276,625. This amendment would increase that amount \$77,450 for a total contract amount to date of \$354,075. The plat map and relocation order have been approved, which gave an understanding of which properties will need partial takings and where TLE's will be needed. MSA will be working through that process under this amendment. The total acquisitions are already in process. Lindman pointed out that additional costs will likely come forward because of property owner's rights. Owners can request their own appraisals, which the City will have to pay for. Those appraisals will then have to be reviewed at a cost to the City. Therefore, it is likely there will be additional amendments for costs that are unknown at this time.

Gisselman moved to approve Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project. Abitz seconded.

Abitz questioned if this amendment was only for properties requiring full acquisition or if it included the additional five properties to be taken. Lindman explained that the five additional properties were included in the 24 parcels covered under Phase 1. Phase 2 would cover strip takings and TLE's. For the five properties Abitz referred to, an appraisal will be done for a full taking along with an appraisal for just a strip taking with those costs to be compared.

Gisselman questioned why the strip takings and TLE's were not included with the original contract. Lindman explained that the strip takings and TLE's were not finalized at the time of the original contract and staff wanted to begin the process for the full takings. Glen Spiech, MSA, stated the details of the right-of-way plat are still ongoing and he anticipates there will still be changes to the right-of-way. There are issues with new federal standards regarding handicap ramps that need to be analyzed to see how they fit. When MSA first started this contract, the push was to get started. The only items that were set at that point were the 16 residential, 3 commercial, and the 5 properties in question. AECOM did not have a right-of-way plat at that time. Therefore a contract was executed for the properties known to be purchased. When enough detail was compiled for the remaining 42 parcels along the project, a right-of-way plat was completed. The plat and relocation order were approved and then MSA knew what had to

be acquired. They cannot quote something if they do not have a right-of-way plat outlining what needs to be acquired. From the beginning there has always been a Phase 1 and Phase 2. There is a chance that some of the 42 parcels in Phase 2 will be changed. In the amendment for Phase 2 there are some contingencies depending upon when AECOM resolves issues. It is unusual to have the contract in phases like this, but it was the only way to get the process moving without the final design and keep on track for the April 2017 deadline. Appraisal inspections have been completed on Phase 1 along with a lot of the relocation interviews. Phase 2 is less complicated and will not be as time consuming. Speich clarified that the concept of the design was voted upon but now AECOM has to look at if the handicap ramps will fit on the corners without having to acquire additional property. Those issues do not affect the concept that was approved. Lindman added that under this amendment, MSA has asked that any revisions to the plat be completed by February 1, which would mean the design plans will have to be completed.

Abitz stated the home on the corner of 15th and Thomas is not included in this amendment. Speich noted that it is included in Phase 1.

There being a motion and a second, motion to approve Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project carried unanimously 5-0.

AGENDA ITEM
<p>Discussion and possible action on Amendment #1 to the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project</p>
BACKGROUND
<p>The real estate acquisition process was broken into two phases; first phase was for total takings and relocations and second phase is for strip/TLE acquisitions. This was broken into two phases in order to get started sooner as the total takings sites were fully identified. The strip takings and TLE's have now been identified and the contract is being amended to include this work.</p> <p>There may, and will likely be, additional costs to this process. Some of these additional costs will be because of the process and owners' rights to have their own appraisal completed; these costs will be at our expense and may also initiate additional appraisal reviews and additional offers by MSA to the owner. The MSA expenses are listed in the Amendment #1 as contingency amounts.</p>
FISCAL IMPACT
<p>Increase in the contract amount of \$77,450. Total contract price of \$354,075.</p>
STAFF RECOMMENDATION
<p>Staff recommends approval of the amendment.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

AMENDMENT NO 1
to the
Contract for Consultant Services
between
City of Wausau, Wisconsin (MUNICIPALITY)
and
MSA Professional Services, Inc. (CONSULTANT)
for
Thomas Street, 4th Avenue to 17th Avenue
City of Wausau, Marathon County

This Contract, made and entered into on November 4, 2015, is hereby amended as follows and is made part of the original AGREEMENT.

BY THIS AMENDMENT:

- A. The scope of services is increased to provide real estate acquisition services for Phase 2 of the project. The additional 42 parcels and details of the scope of work to be performed is included as Exhibit G.
- B. The completion date for the Contract is unchanged
- C. The total value of this Amendment is \$77,450 lump sum. Details of the fees for each parcel are included as Exhibit H.

THIS AMENDMENT IS NECESSARY BECAUSE:

- A. There are approximately 6 parcels abutting the street reconstruction. Because of the size and complexity of the project, property acquisitions and relocations have been subdivided into phases. Phase 1 is included in the original contract dated November 4, 2015 and includes 24 parcels. This Amendment provides for the 42 parcels listed on Exhibit G

In witness whereof, the parties hereto have caused this Amendment to be executed and approved by their authorized officers or representatives, effective on the date written herein.

MUNICIPALITY
City of Wausau

CONSULTANT
MSA Professional Services

By: _____

By: _____

James Tipple
Mayor

Michael J. Statz
Wisconsin Transportation Program Manager

Date _____

*Draft
for City
review
11/19/15*

Draft for
City review

EXHIBIT G
SCOPE OF ACQUISITION SERVICES

The City of Wausau plans to reconstruct Thomas Street from 4th Avenue to 17th Avenue. The project will include the replacement of water/sewer service laterals, new sidewalks, curb and gutter and a center median. The reconstructed street is approximately 3,600 feet long. There are approximately 66 parcels abutting the street reconstruction. Because of the size and complexity of the project, property acquisitions and relocations have been subdivided into phases. Phase 1 is included in the original contract dated November 4, 2015. Phase 1 included the following parcels.

- Three commercial parcels and 16 residential parcels were identified as requiring a total acquisition of the parcel in fee.
- Five parcels will have appraisals prepared to address strip land acquisition and total purchase acquisition valuations options. The City will determine which option will be utilized based on information provided in the appraisals.

Phase 2 Thomas Street-4th Avenue to 15th Avenue

The parcels identified in the following table have been identified based on the right of way plat prepared by AECOM and approved on October 27, 2015 and signed by the City of Wausau November 6, 2015 and the Relocation Order filed on November 24, 2015. The design of the project has not yet been completed by AECOM and decisions made on topics like handicapped accessible ramps at corners and other design changes may impact the type and size of parcels noted on the previously referenced plat.

The anticipated schedule for starting the Phase 2 Nominal Payment Parcel Report and Appraisal is February 1, 2016, all plat changes must be completed that date. Failure by AECOMs to complete all plat changes by that date could cause a corresponding delay in the acquisition delivery schedule. The acquisition agents require a minimum of 120 days between the time the offer is presented to the landowners and title is required, in order to meet the project schedule for construction in Spring 2017.

Should the November 6, 2015 plat be revised and any changes made to parcels that MSA has already made the offer, a negotiated settlement has been reached and/or the parcel has been acquired by MSA, the parcel will be considered to be a new parcel, subject to negotiation of new fees. The original offer will be rescinded and a new offer will be prepared based on the revised plat. MSA will present the new offer to the landowner and the acquisition timeframe will start over.

- If the original offer was a Nominal Offer based on the Project Data Book, a revised Nominal Payment Parcel Report will be prepared for review and approval by the City. The parcels with Nominal Offers allow the landowner 10 days to consider the offer. If a negotiated settlement can't be reached, then an appraisal of value will be required under the Owner's rights as set forth in the Federal Uniform Relocation Act to continue with eminent domain, if requested by the City. The parcel will be considered to be a new parcel, subject to negotiation of new acquisition fees.
- If the original offer was based on an appraisal, the appraiser will contact the landowner and offer to meet with the landowner to explain the appraisal is being revised based on the revised plat. The appraisal will be reviewed by the Review Appraiser and a revised Offering Price Report will be prepared for review and approval by the City. The parcels with appraisals provide the landowners 60 days to obtain a 2nd appraisal. The parcel will be considered to be a new parcel, subject to negotiation of new acquisition fees, appraisal fees, and appraisal review fees.

In Phase 2, there are 14 commercial parcels, 20 residential parcels, 2 Institutional (church) and 6 vacant parcels (City) that have been identified as requiring acquisition of Fee, TLE, or Fee/TLE as shown in the following table for a total of 42 parcels. No relocations are anticipated.

Five parcels have been identified to have appraisals prepared to address the loss in parking. These parcels may have severance damages or cost to cure included in the appraisals.

Phase 2 Acquisitions				
Parcel #	Owner	Comm/Res	Interest Required	Appraisal
2	Michael Hanke	Res	TLE	
3	Bee Moua & Mor Vue	Res	Fee/TLE	
4	Denise Emmerich	Res	Fee/TLE	
5	Steven Xia Chang & Xai K. Chang	Res	TLE	
6	Webko Real Estate, LLC	Comm	Fee/TLE	Yes
7	Webko Real Estate, LLC	Comm	Fee/TLE	Yes
8	City of Wausau	Vacant	Fee/TLE	
10	David Linke & Hope Linke	Res	TLE	
11	Connie Nienow	Res	TLE	
12	Louis Kraus & Patricia Kraus	Res	TLE	
13	Dale Weinke	Res	TLE	
14	Ervin Birr & Joann Birr	Res	TLE	
15	Helke LLC	Res	TLE	
16	Rosewitha Pahl	Res	TLE	
17	Diane Stencil	Res	TLE	
18	Claude Paszek & Judy Paszek	Res	Fee/TLE	
20	James Mary Treu Revocable Trust	Comm	Fee/TLE	Yes
23	City of Wausau	Vacant	Fee/TLE	
28	Joyce Kreager Revocable Trust	Comm	Fee/TLE	Yes
30	Clinton Gibson	Res	Fee/TLE	
31	City of Wausau	Vacant	Fee/TLE	
32	Clifford Heiser	Res	Fee/TLE	
33	Jesse Kufahl	Res/Comm	TLE	
34	Holy Name of Jesus Parish	Institution	TLE	
35	City of Wausau	Vacant	Fee/TLE	
39	City of Wausau	Vacant	Fee/TLE	
42	ABC Rentals, LLC	Res	TLE	
43	James Anderes	Res	TLE	
44	James Ascher & Audrey Ascher	Comm	TLE	
45	Scott Koy	Res	TLE	
46	Chai Pa Xiong & May Yang Vang	Comm	TLE	
47	City of Wausau	Vacant	Fee/TLE	
52	Robert Bredeck	Comm	Fee/TLE	Yes
53	Helke LLC	Res	TLE	
54	Joy & Kevin's Properties LLC	Comm	TLE	
55	James Litzenberger & Kenneth Schauer	Comm	TLE	

56	EZ & KZ Enterprises, LLC	Comm	TLE	
61	Brian Shidell	Comm	TLE	
62	David Newman	Comm	TLE	
63	Jeremy Luisier	Comm	TLE	
64	Underwood Chapel, LLC	Institution	TLE	
65	Bhagavati, LLC	Comm	TLE	

1. Appraisals will be prepared for five parcels (6, 7, 20, 28 and 52).
2. Appraisals will be reviewed by the Review Appraiser and the Review Appraiser will create an Offering Price Report to be submitted to the City for their review and approval.
3. MSA negotiators will contact these five landowners to set up a meeting to present the offer packages after the City has approved the Appraisals, and the Offering Price Reports. All meetings are assumed to take place in the Wausau area.
4. When negotiated settlements have been reached, an Offer to Purchase will be signed by the landowners and presented to the City for approval. After the Offer to Purchase has been approved, it will be sent to the Title Company to clear the title and set a closing date. MSA will attend the closings, if requested by the City. W-9 Forms will be prepared for all parcels and 1099's will be prepared by the title company for parcels with a value more than \$600.00. Checks will be distributed and documents will be recorded by the Title Company after the closing.
5. MSA will create a Nominal Payment Parcel Report for the remaining 37 parcels listed in Phase 2. The Nominal Payment Parcel Report will be prepared based on the land values included in the Project Data Book. Compensation for landscaping or improvements located in the Fee or TLE area will be included in the Nominal Payment Parcel Report. The Nominal Payment Parcel Report will be submitted to the City for their review and approval.
6. MSA will create offer packages for the 37 parcels based on the approved Nominal Parcel Report. There are 11 Fee/TLE Nominal parcels and 26 TLE only parcels.
7. The Nominal Fee & TLE offers for the 6 City owner parcels will be delivered to the Public Works Office to be reviewed and finalized by the Finance Committee and City Attorney.
8. MSA will create offer packages for the remaining five Nominal FEE & TLE parcels and appointments will be made with the owners to explain the offers. If a settlement is reached, the Nominal Payment Parcel –Waiver of Appraisal, Statement to Construction Engineer, Warranty Deed and W-9's will be signed for acquisitions exceeding \$600. MSA will request checks from the City, send the checks to the landowners and present the signed Warranty Deed documents to the City for recording. Mortgage releases or lien releases will not be obtained from financial institutions.
9. MSA will send the offers for the 26 Temporary Limited Easement only parcels by Certified Mail. The offer letter will provide direction to the owners to sign the Nominal Payment Parcel –Waiver of Appraisal, Statement to Construction Engineer and Temporary Limited Easement if they are in agreement with the offer in the presence of a Notary Public and return the documents to MSA.

10. MSA will meet with the owners if requested to do so. MSA will request checks from the City, send the checks to the landowners and present the signed Temporary Limited Easement documents to the City for recording. Mortgage releases or lien releases will not be obtained from financial institutions.
11. MSA will obtain W-9s for all parcels not closed by Runkel Abstract and Title and create Federal Form 1099 for those parcels over \$600.
12. If a negotiated settlement cannot be reached, MSA will meet with the City to discuss the issues related to the acquisition of the parcel. MSA will make a recommendation to the City for its consideration regarding proceeding with the eminent domain process in order to acquire the property to meet the project schedule. MSA will assume responsibility for condemnation actions in conjunction with the City Attorney up to the recording of the Award of Damages as required. The City will cut the checks for payment to the property owners, and sign Jurisdictional Offers, Lis Pendens, and Award of Damages. We anticipate the City will have legal counsel to handle condemnation proceedings after the Award of Damages.
13. Once the acquisitions are complete, the parcel files will be assembled including all approved documents, copies of recorded conveyances and parcel diaries. A certification of right of way will be prepared for the project.
14. Should changes be made to the November 6, 2015 plat after February 1, 2016, a corresponding delay in the acquisition delivery schedule will occur and rework would be needed.
15. Assist the City in obtaining a Hmong interpreter to translate for affected property owners in the project area.
16. Services provided by the City of Wausau include: Property information, updated title reports, owner contact information, tax information, right of way plat, legal descriptions, construction plans, and language interpreters.

EXHIBIT "H"

PHASE 2 REAL ESTATE ACQUISITIONS

AMENDMENT #1

NEGOTIATION PARCEL FEES

Negotiator : Glenn J. Speich Jr., Barbara Skibinski, Beth Steinhauer, Barb Halley, Ed Singer					Date 11/18/15
Parcel No.	Owner	Relocation/ Appraisal	Comm/Res	Interest Required	Negotiation Fee
2	Michael Hanke	No	Res	TLE	\$925
3	Bee Moua & Mor Vue	No	Res	Fee/TLE	\$1,500
4	Denise Emmerich	No	Res	Fee/TLE	\$1,500
5	Steven Xia Chang & Xai K. Chang	No	Res	TLE	\$925
6	Webko Real Estate, LLC	No / Yes	Comm	Fee/TLE	\$3,600
7	Webko Real Estate, LLC	No / Yes	Comm	Fee/TLE	\$3,600
8	City of Wausau	No	Vacant	Fee/TLE	\$250
10	David Linke & Hope Linke	No	Res	TLE	\$925
11	Connie Nienow	No	Res	TLE	\$925
12	Louis Kraus & Patricia Kraus	No	Res	TLE	\$925
13	Dale Weinke	No	Res	TLE	\$925
14	Ervin Birr & Joann Birr	No	Res	TLE	\$925
15	Helke LLC	No	Res	TLE	\$925
16	Rosewitha Pahl	No	Res	TLE	\$925
17	Diane Stencil	No	Res	TLE	\$925
18	Claude Paszek & Judy Paszek	No	Res	Fee/TLE	\$1,500
20	James Mary Treu Revocable Trust	No / Yes	Comm	Fee/TLE	\$3,600
23	City of Wausau	No	Vacant	Fee/TLE	\$250
28	Joyce Kreager Revocable Trust	No / Yes	Comm	Fee/TLE	\$3,600
30	Clinton Gibson	No	Res	Fee/TLE	\$1,500
31	City of Wausau	No	Vacant	Fee/TLE	\$250
32	Clifford Heiser	No	Res	Fee/TLE	\$1,500

33	Jesse Kufahl	No	Res/Comm	TLE	\$925
34	Holy Name of Jesus Parish	No	Institution	TLE	\$925
35	City of Wausau	No	Vacant	Fee/TLE	\$250
39	City of Wausau	No	Vacant	Fee/TLE	\$250
42	ABC Rentals, LLC	No	Res	TLE	\$925
43	James Anderes	No	Res	TLE	\$925
44	Jaems Ascher & Audrey Ascher	No	Comm	TLE	\$925
45	Scott Koy	No	Res	TLE	\$925
46	Chai Pa Xiong & May Yang Vang	No	Comm	TLE	\$925
47	City of Wausau	No	Vacant	Fee/TLE	\$250
52	Robert Bredeck	No / Yes	Comm	TLE	\$3,600
53	Helke LLC	No	Res	TLE	\$925
54	Joy & Kevin's Properties LLC	No	Comm	TLE	\$925
55	James Litzenberger & Kenneth Schauer	No	Comm	TLE	\$925
56	EZ & KZ Enterprises, LLC	No	Comm	TLE	\$925
61	Brian Shidell	No	Comm	TLE	\$925
62	David Newman	No	Comm	TLE	\$925
63	Jeremy Luiser	No	Comm	TLE	\$925
64	Underwood Chapel, LLC	No	Institution	TLE	\$925
65	Bhagavati, LLC	No	Comm	TLE	\$925
Consultant Project Management Fee					\$6,300
Assist City with finding Hmong language interpreter for project area owners					\$500
TOTAL FEE					\$57,850
Contingency Fee – Prepare federal forms 1099s for Owners who received settlement checks greater than \$600. Provide forms to City for filing and mailing before January filing deadline. Form 1099 @ \$100/ea.					
PROJECT I.D. THOMAS STREET			COUNTY: MARATHON		

EXHIBIT H-1

APPRAISAL PARCEL FEES

RE1002 88 (Replaces RA121)

APPRAISER: Scott Williams Appraisals

DATE: 11/18/15

Parcel No	Owner	Comm/Res	Specialty Reports	Appraisal Format Required	Required Completion Date	Appraisal Fee
6	Webko Real Estate, LLC	Comm		STDI		\$2,250
7	Webko Real Estate, LLC	Comm		STDI		\$2,250
20	James Mary Treu Revocable Trust	Comm		STDI		\$4,200
28	Joyce Kreager Revocable Trust	Comm		STDI		\$3,500
52	Robert Bredeck	Comm		STDI		\$3,900
TOTAL FEE						\$16,100
<p>Contingency Fee If Nominal Acquisitions do not sign initial offer and an appraisal is required to proceed with negotiations or the use of eminent domain. Additional residential strip taking appraisals@ \$1,900/ea.</p> <p>If the Review Appraiser requests an appraisal that includes the improvements on the remnant portion of the property, the fee will be \$2,900/ea.</p>						
PROJECT I.D. THOMAS STREET						COUNTY: MARATHON

EXHIBIT H-2

APPRAISAL REVIEW FEES

APPRAISER: Rolling & Barnes, LLC

DATE: 11/18/15

						Appraisal Review Fees
Review each Appraisal – Desk & field review, communicate with appraisers, LPA 2128 review report, and LPA 1894 Offering Price Report. Cost for 5 parcels @ \$700 per each						\$3,500
TOTAL FEE						\$3,500
Contingency Fee Desk review of Owner supplied appraisal @ \$700 per each Desk review of additional appraisals if required to complete eminent domain process @ \$700 per each						
PROJECT I.D. THOMAS STREET					COUNTY: MARATHON	

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing the City of Wausau to purchase 1312 N. 3rd Street, Wausau	
Committee Action:	Approved: 5-0
Fiscal Impact:	
File Number:	15-1211
Date Introduced:	December 22, 2015

FISCAL IMPACT SUMMARY				
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$40,500 CDBG funding</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$8,000 - \$10,000</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, the City of Wausau, through its Community Development Department, operates various programs which addresses needs relative to economic development, housing, redevelopment, blight elimination and revitalization, and

WHEREAS, through a Credit Grant provided by The Judd S. Alexander Foundation, several blighted properties have been purchased and demolished throughout the area bounded by Bridge Street on the North, the Wisconsin River on the West, N. 3rd Street on the East, and Short Street on the South. The funding through this Credit Grant has been 100% committed.

WHEREAS, The City of Wausau’s Tax Increment District (TID) No. 3 includes properties located along the N. 1st Street through N. 3rd Street corridor South of Bridge Street. Acquisition, demolition, rehabilitation, and redevelopment are all approved activities through TID #3.

WHEREAS, the Finance Committee has approved the acquisition of 1312 N. 3rd Street for the purpose of demolition and redevelopment and/or rehabilitation and resale, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to direct staff and to execute any documents or reports necessary to administer the acquisition, demolition, and/ redevelopment of the property located at 1312 N. 3rd Street.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, December 8, 2015 @ 6:00 pm., Board Room

Members Present: Oberbeck (C), Kellbach, Mielke, Nutting, Nagle

Others Present: Groat, Jacobson, Hebert, Hite, Kujawa, Lindman, Stratz, Tipple, Barnes, Jaeger, Chmiel, Neal, Abitz, Goede, media.

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for negotiating the purchase of property (1312 N. 3rd Street).

Motion by Mielke, second by Kellbach to move into closed session.

Stratz stated this property is directly north of three other parcels the city owns on 3rd and Short Streets. She explained they are looking at this property because we noticed it was vacant and it would give us more room for development. She indicated they approached the owner and they are willing to work with us, but we need to discuss the price.

Roll Call Vote: Ayes: Kellbach, Mielke, Nutting, Nagle, Oberbeck. Noes: 0. Motion carried 5-0.

RECONVENED into Open Session to take action on authorizing the purchase of 1312 N 3rd Street.

Motion by Nagle, second by Mielke to purchase 1312 N 3rd Street for \$46,200 and authorize staff to demolish and clear the site. This must be acquired prior to January 1, 2016 and the seller may salvage in a safe manner prior to that date. Motion carried 5-0.

Agenda Item No.

STAFF REPORT TO FINANCE COMMITTEE

AGENDA ITEM
Authorization to purchase 1312 N. 3 rd Street
BACKGROUND
1312 N. 3 rd Street is a single family home that has been a rental property for many years. This property is directly north of the two city owned properties in which the proposed “brownstones redevelopment” project would go. This would provide extra space for that development.
KEY ISSUES
<ul style="list-style-type: none">* The property is assessed at \$46,200.* The property is vacant.* The addition of this parcel will add approximately 6,270 square feet for the proposed Brownstone Redevelopment project.* Anticipated testing and demolition cost will be \$8,000 - \$10,000 for a total project costs of \$54,200 - \$56,200.* Attached map indicates with the red blocks the parcels the City currently owns. The yellow highlighted parcel is the property in question.
FINANCIAL IMPACT
<ul style="list-style-type: none">* \$40,500 of Community Development Block Grant blight funds* Remaining \$13,700 - \$15,700 from TID #3



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving sale of 1427 N. 12 th Avenue	
Committee Action:	Approved 5 - 0
Fiscal Impact:	Sale of city property will be fiscally neutral with sale proceeds offsetting costs
File Number:	15-1212
Date Introduced:	December 22, 2015

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

WHEREAS, the City of Wausau purchased the blighted for (4) four-plex buildings located at 1427, 1431, 1435 and 1439 N. 12th Avenue from Marathon County;

WHEREAS, Marathon County assisted with the purchase of the property in the form a deferred loan in the amount of \$135,575.12 with an interest rate of 2.75 percent, with interest payments due every January 15th and the principal due at the sale of the property or five years – whichever is first. This loan was given on September 7, 2012.

WHEREAS, the City, in connection with the Fire Department and Department of Public Works performed practice burns which resulted in burning the four buildings down, removal of the remaining debris and foundation and final clean-up of the lots to make them ready for redevelopment;

WHEREAS, through the City’s Property Disposition program this property was targeted as a Redevelopment Property and after final clean-up was marketed with a Commercial Real Estate Broker;

WHEREAS, an offer has been received from S.C. Swiderski, in the amount of \$165,000 subject to City approval and subject to the buyer obtaining the re-zoning of the property to an R-4 Multi-Family or UDD to build two (2) sixteen (16) unit buildings and one (1) twelve (12) unit building on this site;

WHEREAS, the Economic Development Committee recommends to sell this property to S.C. Swiderski in the amount of \$165,000 which enables Swiderski to initiate re-zoning the property as needed for his proposed development;

WHEREAS, if S. C. Swiderski is not successful in obtaining the necessary zoning change, this offer will be null and void and the property will be placed back on the market;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale to S. C. Swiderski in the amount of \$165,000 and subject to Swiderski obtaining the necessary zoning approval;

BE IT FURTHER RESOLVED that once all conditions of the offer to purchase are met, the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents to effect the conveyance of 1427 N. 12th Avenue (formerly listed as 1427, 1431, 1435 and 1439 N. 12th Avenue) to S.C. Swiderski and payoff the deferred loan to Marathon County.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, December 15, 2015 at 4:30 p.m. in the Council Chambers at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Travis Lepinski, Maryanne Groat, Brad Lenz, Mayor Jim Tipple, Gary Gisselman, Eric Lindman, Will Gomez, Karen Kellbach, Rob Mielke, David Oberbeck, Bruce Bohlken, Elizabeth Fields, Joe Mella, other interested parties and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED SALE OF PROPERTY AT 1427 NORTH 12TH AVENUE

Stratz gave a brief history on the property. Discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED SALE OF PROPERTY AT 1427 NORTH 12TH AVENUE

Wagner motioned to go into closed session. Nutting seconded, roll call was done and all members were present.

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Neal motioned to move into open session. Wagner seconded and the motion carried 5-0.

Neal motioned to accept the offer for the sale of 1427 N. 12th Ave. Nutting seconded and the motion carried unanimously 5-0.

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Amendments to Employee Handbook

Committee Action: Approved 5-0

Fiscal Impact: \$4,837 Total Annual Savings

File Number: 12-0219

Date Introduced: December 22, 2015

RESOLUTION

WHEREAS, your Human Resources Committee recognizes the importance of clearly defined parameters that direct and govern employees in their duties and responsibilities in the operation of City business, and

WHEREAS, an Employee Handbook for General City Employees has been crafted to address and clearly stipulate the work rules, policies, and practices, including employment related earned benefits accruals, usages, and compensations, and

WHEREAS, your Human Resources Committee has reviewed, studied, and discussed the resulting proposed updates to the Employee Handbook for General City Employees and recommends the adoption of the handbook, as attached to this resolution and qualified and clarified in attached documentation, in its entirety, and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook for General City Employees, as stated and specified above and as attached is approved and adopted to be effective as of January 1st, 2015.

Approved:

James E. Tipple, Mayor

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

DATE/TIME: September 14, 2015 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Board Room
MEMBERS PRESENT: R.Wagner (C), G. Gisselman, W. Nagle, D. Oberbeck, L. Rasmussen
ALSO PRESENT: M. Hite

Review, Discussion and Possible Action on the Employee Handbook, Chapters 1-4

Hite distributed a memo with Staff Recommendations to the committee members. All committee members agreed that all “Housekeeping” items won’t need further review or discussion. Discussion took place regarding Chapter 1.06 Residency Requirement. The State ruled that it unlawful to a require Department Heads live within the city proper, therefore “Residency Requirement” was stricken from the handbook. Hite stated some communities provide incentives to Department Heads for maintaining residency with the jurisdiction. This is something that can be looked at in the future.

Wagner spoke about Ch 1.02 – Anti-Harassment and would like the sentence that currently reads: *“Such conduct may be the basis for disciplinary action, including termination from employment”* to read as: *“Such conduct may be the basis for disciplinary action, up to and possibly including termination from employment.”* Hite will make the suggested change.

Wagner had no other suggestions or changes and opened discussion up to the committee members. All of these changes would be brought before the Council. Hite suggested training be implemented on Anti-Harassment and Workplace Bullying in the future.

Wagner asked for a motion to accept the changes they spoke about. Rasmussen moved to accept changes and Gisselman seconded. Motion passed unanimously.

Romey Wagner
Human Resources Committee, Chair

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

DATE/TIME: November 9, 2015, 2015 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Board Room
MEMBERS PRESENT: R.Wagner (C), G. Gisselman, W. Nagle, D. Oberbeck, L. Rasmussen
MEMBERS ABSENT:
Also Present: Mayor Tipple, T. Alfonso, M. Hite, E. Krohn, J. Schara

Review, Discussion, and Possible Action on the Employee Handbook, Chapters 6-10.

Hite explained that this is the promised results of her review of chapters 6-10 with proposed changes to the Employee Handbook. She also committed to bringing forward Chapter 5 – Compensation for review in December. Oberbeck said he was unable to thoroughly review the changes and made a motion to table this item until the next meeting. Second by Gisselman. Wagner asked if not reviewing at this time would delay having the handbook out in time for employees in 2016. Hite said the goal was to have the changes reviewed and approved in December so that the updated handbook would be available in January. Hite offered to provide an overview of the changes and the Committee asked that she do so.

In summary:

Chapter 6 was updated to define training opportunities for City employees. An outline of required training for employees was added. Gisselman asked if supervisors are required to go through the training listed. Hite said at present there was no requirement. The current practice is for Human Resources to review the City's policies at the time of new hire orientation. Supervisors may choose to cover various topics during group meetings with employees, but at this time there is no formal schedule or documentation of continued training on policies. Hite clarified the proposed Supervisory Certificate Training requirement is available free of charge through CVMIC. Oberbeck asked about software specific training. Hite explained that she was not proposing Department specific training at this time; rather general training being proposed as required for all City employees. She stated there is some software training currently available and she can coordinate with Gerard Klein to address software training. Hite went on to provide an overview of the remaining additions to Chapter 6.

Chapter 7 - - Hite highlighted Employee Benefits with the removal of "7.10 - Modified Duty Assignment" and the addition of "7.10 – Disability Accommodation" which is compliant with the ADA (Americans with Disabilities Act). She explained ADA language has been bargained into the collective bargaining agreements.

Chapter 8 – Time Off/Leaves of Absences, Hite asked for policy change with how personal days may be used. Hite explained that at this time, employees may not use personal days until after 1 year of employment. The proposal is for new employees to be able to use 1 personal day after six months of employment and receive the remaining days after completion of their introductory period (1 year). She also explained the reasoning for the change to "8.06 – Sick Leave" is to reduce the cap for new employees to 480 hours which is the amount of time available to employees under the Family Medical Leave Act. She explained with the addition of the employee benefit of income replacement, additional sick leave becomes a redundant benefit. Sick leave when first offered was a form of insurance for employees to prevent financial disaster in times of sickness or injury. This is now provided for by income replacement insurance which cannot be used concurrent with sick leave. Hite clarified that her proposal was not to take anything away from employees who have higher banks; the proposal would not reduce their sick leave. The only impact would be if their sick leave balances reduced under the 1064 then the cap would continue to decrease and that would become the new cap down to the 480 hour level. Hite also highlighted the proposed policy change to "8.08 – Educational Leave of Absence" from paid leave to unpaid leave. Chapter 10 – Employee Discipline, Hite reviewed language changes and explained the addition of "disability reassignment or termination".

Motion by Rasmussen to approve changes to the Employee Handbook, Chapters 6-10 as presented. Second by Oberbeck. All ayes. Motion passes 5-0.

Romey Wagner
Human Resources Committee, Chair

DRAFT

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

DATE/TIME: December 14, 2015, 2015 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Board Room
MEMBERS PRESENT: R. Wagner (C), G. Gisselman, W. Nagle, D. Oberbeck, L. Rasmussen
MEMBERS ABSENT:
Also Present: Mayor Tipple, T. Alfonso, P. Czarapata, K. Dubore, M. Hite, E. Krohn, T. Kujawa, E. Lindman, R. Mohelnitzky, J. Schara, B. Schmidt

Discussion and Possible Action of Employee Handbook – Revisions to Chapter 5 and Section 8.07 Family Medical Leave (Hite).

Hite noted that the group incentive in lieu of perfect attendance leave that was brought to the committee at the last meeting was not incorporated into the version of the handbook the committee received in their packet for this meeting. Hite will add the language into the final version. Hite pointed out that the revision Wagner requested at the September meeting had been made -- page 7 in the paragraph immediately before the section on how to report a violation. Hite walked the committee through the rest of the changed in the handbook.

In summary:

Beginning on page 23, Hite explained that the changes are clarifiers or housekeeping changes, spelling out how to analyze responsibilities of a position based on technical standards. Sub-part 3 has changed from “Employee contributions to pay” to “Employee contributions to organizational effectiveness” to clarify that employees are in positions to support the organization to get jobs done.

Hite reminded the committee that in this past year, they have discussed compensation plan philosophy, including types of recognition, in order for her to get clarification from the committee on what they wanted the City’s goal of compensation for employees. Hite has updated section 5.02 with the new concepts, making as few changes as possible. Hite said that page 26 is a policy decision for the committee. The section “Market Adjustments” has been changed to “General Wage Adjustments” to reflect the language change from feedback received from the committee in August. Hite then focused on the “Discretionary Performance Incentives” section, stating that she believes it is now aligned with what the committee had envisioned as part of the compensation plan for pay-for-performance. The policy decision for committee to review is, providing the tools for department directors, in conjunction with the Human Resources Director, within the budget that is passed by Council, to provide different forms of recognition, some adding to the base, with most not. Requirements for consideration of incentives are spelled out in section 3(b). Hite explained that this process would be more participatory between the department heads, supervisors, and Human Resources, rather than having Human Resources as the sole decision maker of recognition provided. Hite reviewed the types of discretionary performance incentives that may be given, outlined in section 3(b). Gisselman asked how this would all work – would it be reported back to the committee? Are gift cards already being handed out? Hite explained that the operational aspects will be finalized once approval is received. Hite said that Human Resources would facilitate meetings with management regarding performance recognition incentives and they would work together through the decision process. Hite said she first needs the authority to proceed, and then the systems will be designed to support the process. Discussion for clarification of

discretionary performance incentives took place. Oberbeck questioned the difference between discretionary performance incentives and skills based wage increases. Hite explained the differences, emphasizing that the current pay plan is based upon duties and responsibilities documented in the job descriptions – not the skill level of the individual. Hite also stated that if the City makes the policy decision to move to a skills based compensation philosophy there is significant work to be done. Alderwoman Rasmussen cautioned doing so as once that move it made then the City would be required to pay individuals for their skills as opposed to the job the City needs to have performed.

Section 4 “Job Reclassification” now has language to clarify the justification is not based on doing more of the same things, it is an increase in technical factors which might include responsibilities, impacts etc.

Section 7 “Developmental Job Assignments” allows for an employee to perform the duties of a vacant position for a limited period of time to develop their skills, for a period of at least 30 days. Wagner asked Lindman if current employees are considered for openings, and if there is a time limit on when a person can jump to another job. Lindman said yes, and Hite said that the Committee has already approved reducing the time frame for applying for other City jobs to 6 months from one year.

5.05 Overtime is another place that Hite requested a policy decision. Hite reviewed what an overtime exempt employee is based on the Fair Labor Standards Act, and said that this item was brought up by the previous HR Director in January 2014 or before. Overtime exempt employees had been using the time system to clock in and out, accumulating overtime on a minute-by-minute basis. After the January 2014 email regarding this matter was sent out by the previous HR Director, payout for overtime for exempt employees went from \$214,000 in a year to \$150,000 in a year, and this year it has gone down to \$74,000 because of departments changing their practices (these figures include public safety). Hite emphasized the policy decision being proposed this excludes Police and Fire due to other provisions in the handbook. Hite referred to page 19 under Chapter 4.01 “Employment Categories and Classification”, stating this section of the handbook was structured to define who was eligible for additional compensation and that the Committee had previously approved including Public Works Supervisors during snow removal months (November – April). Hite said that on page 30 she clarified that an analysis under the Fair Labor Standards Act determines who is eligible for overtime. Hite stated that if an employee works overtime without authorization the City is still obligated to pay for the work performed. Therefore language is added for accountability stating employees who work overtime without approval are subject to discipline. Hite went on to explain when employees are eligible for overtime and the different categories of employees, those eligible for overtime after working a shift, and those eligible for overtime after working 40 hours. Hite explained that in general overtime is required after a shift for positions that require coverage or relief are positions that require continual coverage, such as DPW workers during a snow event, water maintainers during a main break, etc. Positions that do not require the same level of coverage can be designated to receive overtime after working 40 hours and time can be flexed within the pay period. Hite proposed removing the Engineering Division from receiving overtime after a shift based on the work they perform, and leaving the remaining divisions listed to receive overtime after a shift.

Section 5.06 “Compensatory Pay and Exchange Time” has been revised to include the ability to give compensatory time off in exchange for excessive overtime caused by large projects within a department. Gisselman asked how the amount of time off in exchange would be determined. The committee agreed that the exchange time would have to be for work above and beyond the normal duties of the employee and not just because they weren’t able to get something done and had to stay longer. Hite said that would be for the Department Head to decide. Hite said that she will work with Department Heads to train them on revisions to the handbook. Lindman asked for clarification on how the change to the Engineering Division will change how they receive overtime, saying that employees may need to inspect contractor work. Hite said that she will review the position further to ensure it is categorized correctly.

Page 33 regarding the uniform allowance was revised so that it does not provide a disincentive to employees who are promoted.

Section 5.16 Standby Pay was approved by the committee on October 14, 2014.

Section 5.17 Premium Pay for city Engineer Designation was approved in May 2015.

Section 5.16 Tuition Reimbursement has been added as it is talked about in discretionary performance incentive. Hite will fix the numbering of this section.

Hite added Section 8.07 to include language on Family Medical Leave in the employee handbook. The section explains all the provisions of State and Federal Family Medical Leave to comply with the Fair Labor Standards Act.

Motion by Oberbeck to send the employee handbook, as presented, to Council for approval. Second by Gisselman.

Gisselman questioned an area the Committee had previously approved. Section 2.13 regarding the language of employees retention of constitutional rights. Gisselman believes that the language “generally retain constitutional rights” and “In short, free speech is modified for public employees” should be removed. Rasmussen agreed, saying that employees should be able to express themselves however they choose. Hite said the language can be modified any way the committee wants, however, the Supreme Court has said that free speech rights within a public work place can have parameters to be appropriate. Oberbeck suggested removing “generally” from the first sentence and the entire last sentence. Hite said that she will make those changes.

Motion by Oberbeck to send the employee handbook with the suggestion revisions to section 2.13 to Council for approval. Second by Rasmussen. All ayes. Motion passes 5-0.

Romey Wagner
Human Resources Committee, Chair

Myla D. Hite
 Director of Human Resources



James E. Tipple
 Mayor

ADMINISTRATIVE MEMORANDUM

To: Common Council
 Jim Tipple, Mayor

Date: December 16, 2015

RE: Updates to the Employee Handbook

Executive Summary of Changes with Handbooks

The overview is intended to provide a general summary, not meant to reflect all proposed changes. Changes are illustrated using legislative style (deleted language struck through and additions double-underlined). Any language changes not specifically addressed are housekeeping and not policy or substantive in nature. All employees are covered except where certain collective bargaining agreements govern employees.

Overview of Revisions

Section	Page	Purpose of Recommended Revision
Pre-amble, Paragraph 1	1	Housekeeping. Acknowledges ability and responsibility of individual Departments for establishing work rules.
Pre-amble, Paragraph 2	1	New language that requires witnesses to report violations.
1.02 Anti-Harassment and/or Workplace Bullying	7 - 9	Address inappropriate conduct that may not rise to the standard of unlawful harassment.
1.04 Chain of Supervision and Managerial Chain	9	Housekeeping. Provide clarity and identify HR as a resource.
1.05 Personnel File Access	9-10	Identify Human Resources as records custodian and address how employees may access or rebut personnel file information.
1.06 Residency Requirement	10	Delete Residency Requirement overridden by state law.
Chapter 2–Employee Conduct	11-16	Add illustrative examples either to clarify or reflect employment practices implemented based upon situations that have arisen over the past year.
3.02 – Internal Transfers/ Promotion	17	Reduce the period of time for allowing new staff to apply for other City positions from 1 year to 6 months.
3.04 – Nepotism, Employment of Relatives and Personal Relationships	17	Housekeeping Outline a method for resolving situations Prohibition against dating within the supervisory chain
3.05 – Fairness in Personnel Processes	18	New language to provide clear guidance.
4.01 Employment Categories	19	<ul style="list-style-type: none"> • Identify and define seasonal, temporary and Intermittent on-call employment status • In-training – Incorporate language approved by the HRC on February 9, 2015 for hard to fill position(s)

Section	Page	Purpose of Recommended Revision
4.01 Employment Categories	19	<ul style="list-style-type: none"> • Further refine the definition of a Contractor consistent with IRS standards • Updates listing of exempt employees eligible for receiving additional compensation by adding DPW Street Maintenance Supervisors to for additional hours worked during snow removal season.
4.02 Introductory Period	20	Reduce from 1 year to 6 months
4.03 Hours of Work	20-21	Housekeeping. Reflect current practice.
4.06 Separation of Employment	21-23	<p>Housekeeping and clarification adding definitions for retirement and disciplinary termination.</p> <p>Requiring 90 days to qualify for sick leave conversion</p> <p>Adding language to incorporate repayment requirements for Police and Fire recruits who leave employment.</p>
Compensation 5.01 General Provisions	23-24	Housekeeping and clarify technical standards for classification decisions
5.02 Compensation Plan Administration	24-29	<p>Reflects policy decision(s) of the Human Resources Committee concerning compensation. It updates the tools available for administering the compensation plan within the City. Generally, the Human Resources Department is responsible for administering technical standards within the budget adopted by the Common Council. The three (3) types of compensation to be considered by the Common Council are detailed to include General Wage Adjustments, Administration and Discretionary Performance Recognition (<i>handout attached -- introduced at the August 2015 HR Committee and included in the 2015 Common Council budget packet</i>). The former sample pay-for-performance percentage quintile salary increases have been replaced with the criteria required for performance recognition along with the type(s) of incentives to be conferred for overall exceptional performance. Language is added to allow for salary adjustments upon completions of the introductory period, for Department initiated reclassification requests and to compensate for developmental job assignments lasting over 30 consecutive days. Other housekeeping and clarifying language is added to clarify how salary is set and parameters for using salary information.</p>
5.05 Overtime	30	Housekeeping and technical standards. Clarifies overtime designation is based on federal statute and provides increased flexibility.
5.06 Compensatory Pay and Exchange Time	31	Housekeeping and replaces practice of providing minute for minute compensatory time that can be converted to cash for general overtime exempt staff and instead treats as genuinely salaried staff providing exchange time in increments of ½ day for overtime exempt staff who work excessively or extraordinarily as determined by the Department Director, with no cash value.
5.13 Clothing and Equipment	33	Removes disincentive to promotion in Fire Service by providing Uniform allowance to those promoted out of the bargaining unit at a cost of \$600.00 per year.

Section	Page	Purpose of Recommended Revision
5.16 Standby Pay	33	Reflects the decision of the Human Resources Committee made October 14, 2014 to designate and compensate, in one week increments, one Water Utility and two Wastewater Utility employees to be on standby at a rate of 9%.
5.17 City Engineer Designation and Premium Pay	34	Reflects the decision of the Human Resources Committee made in May 2015 to designate one Engineer as the City Engineer with a premium pay of 7%.
5.18 Tuition Reimbursement	34	Provides Departments the authority to commit to 50% tuition reimbursement for exceptional performers meeting, once certain conditions are met, within the Department budget.
Chapter 6 Performance Management and Staff Development	35-36	New language designed to clarify and strengthen staff development and succession planning. Mandates required training designed to ensure an appropriate working environment, awareness of work rules, support supervisors while at the same time mitigating employment related risk. Restricts travel reimbursement when multiple employees are attending the same training sessions.
Chapter 7 – Employee Benefits	37-40	Housekeeping to reflect current practice, i.e., employer continues to pay employer portion of benefits when employees are on Family Medical Leave (90 days), wellness health care premium surcharge, Flexible Spending Account caps (\$2,550 medical/ \$5,000 daycare).
7.10 Disability Accommodation	39	Strikes outdated Modified Duty language and inserts new language designed to comply with the Americans with Disabilities Act.
8.01 General Provisions	41	Removes disincentive to promotion in Police and Fire by allowing an election of paid holidays, which considers the schedule worked. The employee and employer determine the greater benefit, i.e., the Employee Handbook or the Collective Bargaining Agreement and that election remains consistent for the duration of the assignment.
8.03 Personal Holidays	41	Increases flexibility by reducing the minimum length of work time required to take a personal holiday from 1 year to 6 months and prohibits personal holiday payout if an employee departs prior to completing the introductory period.
8.05 Perfect Attendance Leave	42	Provides Departments a choice between individual based Perfect Attendance Leave or participation in a Departmental incentive pilot providing incentive time off for progress made on 4 metrics: Planned time off, safety (person and property) and community service.
8.06 Sick Leave	43	Reduces sick leave accrual cap from 1064 hours to 480. Allows for substitution of sick leave for vacation when an employee becomes ill during previously approved vacation leave. Medical verification may be required for conversion.
8.07 Family Medical Leave	43-44	Inserts language designed to inform employees of their rights and responsibilities to the City during family medical leave qualifying and protected absences.
8.09 Educational Leave of Absence	45	Retains ability of HR Committee to grant educational leave(s) of absence. Removes authority to provide pay and.
10 – Employee Discipline	52-56	Housekeeping and updates to reflect the practice or technical standards. Defines employee termination by type, i.e., disciplinary and non-disciplinary.



City of Wausau Employee Handbook

The Employee Handbook is furnished to provide City of Wausau employees with convenient access to the operating policies and practices of the City. Normally, internal procedures within an office or department are not included. Departments may supplement this guide with specific work rules, although Department work rules may not be in conflict with or contradict overall City rules. When confirmation of a practice is needed, employees should seek work direction from Departments who may in turn consult with Human Resources. The Employee Handbook expresses the guidelines of the City of Wausau regarding City policy and general practices, but it is not a contract with employees.

The Common Council, at their option, may modify this Employee Handbook at any time.

Anyone observing a perceived violation of this handbook must report infractions immediately to the Human Resources Director. Upon receipt, the HR Director will evaluate the report and either refer the matter to the management chain for investigation and resolve or may initiate an independent investigation and facilitate resolution as appropriate.

HANDBOOK TABLE OF CONTENTS

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Revision and Approval Process

Chapter 1 – General Employment Practices

Chapter 2 – Employee Conduct

Chapter 3 – Hiring and Promotional Process

Chapter 4 – Employment Categories and Classification

Chapter 5 – Compensation

Chapter 6 – Performance Measurement and Staff Development

Chapter 7 – Employee Benefits

Chapter 8 – Time off/Leaves of Absence

Chapter 9 – Risk Management and Workplace Safety

Chapter 10 – Employee Discipline

Employee Acknowledgement

Introduction

This Employee Handbook hereinafter referred to as “Handbook”, sets forth employment policy, guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow. This Handbook informs employees about what the employer may generally expect from the employees so as to guide employees in their professional duties and in fulfilling their responsibilities in serving the City and its residents. None of the statements or policies outlined in this Handbook is meant to create any contract of employment, nor do they imply that the employer is guaranteeing employment for any person or changing the at-will employment relationship in any manner. This Handbook is not, nor is it intended to be construed as an employment contract or to guarantee any rights to employees. This Handbook applies to all City of Wausau employees.

To the extent this Handbook conflicts with specific language in applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall control over the language of this Handbook ~~when required~~. Additionally, any changes to wages, hours and working conditions referenced in this Handbook that are subject to the mandatory duty to bargain are not binding on those parties unless permitted by the collective bargaining agreement or upon fulfillment of the duty to bargain between the Union and Employer or upon waiver.

Final interpretation and implementation of any of the policies or rules in this Handbook are vested solely with the City through the Mayor. The Policies are subject to change at any time by the City and will be reviewed and revised periodically. The contents of this Handbook are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority and which are updated from time to time and are controlling.

Revisions and Approval Process

As the needs of the City and its employees change, and as the relevant laws change on the federal, state or local levels, the City may find it necessary to review and update, this Employee Handbook and City policies which generally guide employee relations. Due to the diverse and very specialized nature of activities within City operations, the policies set forth herein are not intended to be a complete assembly of all the policies of the City. Therefore it is prudent to have a clear process for revisions and modifications of Employee Handbook Policy as they become necessary.

In a realistic effort to streamline necessary modification processes, the Human Resources Committee grants City Administration through the approval of the Director of Human Resources, the latitude and discretion to place into effect modifications as warranted in the best interest of the City of Wausau and to satisfy administrative and/or legal mandates, including modifications that have a fiscal impact of not more than \$5,000.

Despite this authority, the Director of Human Resources will report all modifications enacted under his/her authority and will present the entire handbook to the Human Resources Committee and the Common Council for their review on an annual basis. This review shall occur prior to the budget planning process, for financial and statistical review and projection estimations.

Procedures for Changes to Employee Handbook

Departments, programs, or individual employees that seek changes to any of the Employee Handbook sections should contact the Human Resources Department regarding the process. A draft copy of the new or revised section should be forwarded to Human Resources for review and analysis of impact on internal controls, cost, and/or operations. Departments are encouraged to regularly review and submit recommended changes to the Employee Handbook to ensure highly productive operations.

Chapter 1 – General Employment Practices

1.01 - Equal Employment Opportunity

1.02 - Anti-Harassment

1.03 – Reasonable Accommodation

1.04 - Chain of Command Supervision and Managerial Chain

1.05 - Personnel File Access

~~1.06 – Residency Requirement~~

1.01 - Equal Employment Opportunity

The City is an equal employment opportunity employer. Employment decisions are based on merit and the City's needs. The City carefully selects employees. The City employs people who are concerned with the success of the City; people who care first about the highest quality public service and the interests of the public, people who can carry on their work with professionalism, skill, and ability; and people who can work well with our team.

It is the City's policy to seek and employ the best quality and qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the City to comply with all the relevant and applicable provisions of the American with Disabilities Act (ADA) and other laws. The City will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

The City is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity; living by the City's Core Values. As part of this commitment, the City will not tolerate any form of harassment, verbal, or physical, with regard to an individual's race, sex, national origin or any other protected characteristics. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

The City of Wausau additionally supports the following employment provisions:

- A. Department heads are prohibited from hiring a related person for City employment; for the purpose of this policy, "related person" shall mean husband, wife, mother, father, son, daughter, sister, brother, uncle, aunt, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law or stepparent.
- B. That all City officers and employees are prohibited from seeking any unfair advantage for any applicant for City employment or attempting to unduly influence any department head in the selection for City employment.
- C. That in the event any City officer or employee attempts to seek any unfair advantage or attempts to unduly influence any department head in the selection for City employment, such department head is directed to immediately report the same to the Human Resources Committee.
- D. That alleged violations of this policy be investigated by the Human Resources Committee and appropriate action taken.

1.02 - Anti-Harassment and/or Workplace Bullying

The City of Wausau has an extensive Harassment and Discrimination Policy that can be found on the City intranet and is available in the Human Resources office.

The City of Wausau is committed to providing a professional work environment. The City's goal is to provide a workplace that values diversity and differing views that is conducive to employee productivity in service of the citizenry. We want the workplace to be free from physical, psychological or verbal harassment based on any legally protected characteristic, including, but not limited to, an individual's gender, race, color, ethnicity, national origin, age, ancestry, disability, creed, sexual orientation, marital status, or use of family or medical leave or workers' compensation benefits, and sexual harassment. This commitment applies to all City employees, vendors, and visitors.

Harassing Conduct

Harassment is unwelcome conduct toward an individual because of his or her race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status, when the conduct creates an intimidating, hostile, or offensive work environment that causes work performance to suffer or negatively affects job opportunities. Examples of harassment that may violate the law and will violate this policy include:

- Oral or written communications that contain offensive name-calling, jokes, slurs, negative stereotyping, or threats. This includes comments or jokes that are distasteful or targeted at individuals or groups based on race, color, sex, age, sexual orientation, religion, national origin, disability, or any other legally protected status.
- Nonverbal conduct, such as staring, leering, and giving inappropriate gifts.
- Physical conduct, such as assault or unwanted touching.
- Visual images, such as derogatory or offensive pictures, cartoons, drawings, or gestures. Such prohibited images include those in hard copy or electronic form.

Workplace Bullying

Workplace bullying is similar to harassment, although it is not necessarily based upon a factor protected under civil rights legislation. It can include:

- Repeated and malicious mistreatment of one employee by one or more employees.
- Persistent humiliation
- Unfounded criticism
- Unwanted teasing, personal insults
- Repeated shouting, verbal intimidation or displays of temper
- Public ridicule and humiliation
- Exclusion, disregarding and ignoring
- Gossip
- Devaluating of efforts

Workplace bullying is uncivil behavior that may not rise to the level of unlawful conduct that typically has the affect of distracting the targeted employee from job performance and can be a barrier to workplace retention.

Sexual Harassment

“Sexual harassment” means unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature, or unwelcome verbal or physical conduct of a sexual nature. Sexual harassment includes conduct directed by a person at another person of the same or opposite gender. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to, the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile, or offensive work environment.

Harassment exists when submission to such conduct is implicitly or expressly made a term or condition of employment or when submission to or rejection of such conduct is used as a basis for any employment decisions or when such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Examples of conduct prohibited under this policy include, but are not limited to, the following:

- Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature;
- Unwelcome verbal or physical conduct or displays of a sexual nature (e.g. posters, calendars, etc.);
- Making submission to or rejection of sexual harassment the basis of any employment decision;
- Unprofessional comments in any work environment with respect to an individual's protected characteristics, e.g. gender, race, etc.;
- Insults or name-calling based on an individual's protected characteristics, e.g. gender, race, etc.;
- "Jokes" or other remarks that are sexual in nature or demeaning to individuals' race, color, gender, religion or other protected characteristic;
- Physical, verbal or psychological abuse based on an individual's protected characteristics, e.g. gender, race, etc.;

This or similar conduct is ~~offensive and~~ inappropriate in the workplace. The City of Wausau will not tolerate any form of workplace bullying or harassment. Such conduct may be the basis for disciplinary action, up to and possibly including termination from employment. ~~dismissal.~~

How To Report A Violation

Do not assume that the City is aware of the problem. If you experience or witness bullying or harassment in the workplace, report it immediately to your supervisor or human resources. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

Harassment is strictly prohibited when such conduct is made either explicitly or implicitly as a term or condition of employment; is used as the basis for employment decision or the conduct has the purpose or effect of unreasonable interference with work performance.

The City's Harassment and Discrimination policy covers conduct between supervisors and employees, conduct between individual employees, and conduct between employees and non-employees if the conduct unreasonably interferes with the individual's work performance. Violations of this policy will subject the offender to discipline by the appropriate official. Serious violations may result in suspension or termination.

~~Allegations of harassment by an employee against another employee or regarding an employee and a non-employee are to be reported first to the immediate supervisor, secondly to the Director of Human Resources and finally to the Human Resources Committee through the Chair. Allegations of harassment by a supervisor against an employee are to be reported to the Director of Human Resources. Confidentiality will be maintained regarding all allegations of harassment.~~

1.03 – Reasonable Accommodation

The City will comply with applicable laws providing for nondiscrimination in employment against individuals with disabilities. An employee who believes he/she has a disability and may require an accommodation should contact Human Resources to initiate a request for accommodation. ~~must contact a supervisor.~~

1.04 - Chain of ~~Command~~ Supervision and Managerial Chain

Operation of any government agency depends on an effective supervisory and managerial chain of ~~command~~. The ultimate decision concerning policy in the City of Wausau resides by law with the Common Council under the leadership of the Mayor. The Department Directors of the City are part of the management team and report to the Mayor. Supervisors and Managers subordinate to the Directors are also members of the management team. This system represents a means of establishing orderly lines of organization and communication as management personnel unite with Common Council and Mayor to promote effective service delivery for the community.

Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this Handbook or about any other aspect of his or her job, then those questions, opinions or suggestions must be directed through the chain of ~~command~~ supervision and ultimately to the Human Resources Department for research and presentation to the policy-makers when appropriate.

The City recognizes that many employees ~~handle directive~~ interact with or receive requests from the Public on a daily basis as part of their positions. The City expects that employees will use sound judgment and common sense to determine which ~~directives or~~ requests are inappropriate and should be reported to a supervisor. If an employee is unsure of whether a ~~directive or~~ request should be reported, the employee should discuss it with his/her supervisor. Any employee who receives inappropriate ~~directives or~~ requests for special treatment from an individual citizen, business representative or elected or

appointed official must immediately report such ~~directive or~~ request to his/her supervisor. No specific ~~directives or~~ questionable requests should be fulfilled unless permission to do so is given by an employee's supervisor.

Generally, if an employee has a problem with an individual, then the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through the employee's immediate supervisor and onward through the supervisory and management chain of command. Human Resources Department staff is a facilitative resource available both to employees and the chain of supervision and management and may be accessed whenever assistance is needed.

1.05 - Personnel File Access

The City maintains a personnel file for each employee. The files are kept in the Human Resources Department. Information retained in the personnel file includes, but is not limited to, personal information such as forms for federal and state taxes, enrollment forms for benefits, address changes, and specific work-related information such as applications for employment, resumes, performance reviews, salary adjustments, job changes, and other designated records.

The City maintains complete personnel records that accurately reflect each employee's record of service to the City. Reasonable access to personnel records will be authorized. Further, all personal medical information will be secured in an area separate from the personnel records, with strictly controlled and limited access, in order to protect confidentiality. Departments are prohibited from maintaining separate medical files for their employees.

Employees may request to inspect their own personnel files. Requests for inspection will be scheduled at a mutually convenient time and within the timeframes required by law. Employee files contain records maintained in the Human Resources office by Human Resources personnel. Personnel files may not be taken outside of the custody of the Human Resource staff as the records Custodian. You Employees may review and copy items in you're their own personnel files and are strictly prohibited from. ~~However, you may not~~ removing or altering personnel records without express permission from unless agreed to by the Director of Human Resources. If you disagree with any information in your personnel file, you Employees may submit a written statement(s) explaining your position which shall be attached to the any information which they dispute or wish to clarify portion and which will be attached and included in the file. Requests to review your personnel files please contact are made to the Human Resources office.

1.06 - Residency Requirement

As a condition of employment, all City of Wausau Department Heads shall reside in a primary residence within the legal boundary limits of the City of Wausau. All newly hired Department Heads shall be permitted one (1) year from date of hire to establish such residence. Failure to establish primary residence in the City of Wausau will result in discharge.

Chapter 2 – Employee Conduct

2.01 – Employee Conduct and Work Rules

2.02 – Attendance and Punctuality

2.03 – Dress Code

2.04 – Bulletin Boards

2.05 – Solicitation

2.06 – Political Activity

2.07 – Tobacco Use

2.08 – Use of City Equipment

2.09 – Vehicle Take Home Policy

2.10 – Outside Employment

2.11 – Social Media

2.12 – Open Door Policy

2.01 – Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Listed below are some of the rules and regulations of the City. This list should ~~not~~ be viewed as illustrative and is not being all-inclusive. Types of behavior and conduct that the City considers inappropriate and which would likely result in ~~could~~ lead to disciplinary action, up to and including termination of employment without prior warning, at the sole discretion of the City include, but are not limited to, the following:

- Failure to abide by the City’s Core Values and other City work rules and policies
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of city-owned or another employee-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking, to include e-vapor, in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Unauthorized absence from workstation during the workday
- Violation of personnel or departmental policies
- Unsatisfactory performance or conduct
- Unauthorized disclosure of proprietary or confidential information
- Bringing weapons onto City property
- Using City equipment or property for personal gain or profit
- Using City resources for external employment or personal, for profit work
- Failing to report work rule violations
- Failing to cooperate or not being truthful within the employment relationship

The City’s goal is to provide an appropriate working environment that is conducive to productivity.

The City is committed to enforcing work rules which assist in preventing workplace violence and to taking steps to help maintain a safety within the workplace work environment. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay", or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the premises of the City without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a constituent, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, and any characteristic protected by federal, state, or local law.

Any employee who perceives a direct threat to physical safety should call 9-1-1 as soon as practical.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor, ~~or~~ any other member of management or the Human Resources. This includes threats by employees, as well as threats by constituents, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor.

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. The City is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. Human Resources staff has resources necessary to investigate and resolve complaints and should be used as a resource as appropriate.

2.02 – Attendance and Punctuality

The City maintains core business hours within each Department and Department Directors are responsible for ensuring staffing during these times. All employees are expected to maintain predictable attendance and The City expects hourly employees must report to and leave work to be on time. All employees are expected to be at and at work each scheduled day of employment. Patterns of absenteeism, tardiness or for salaried employees failure to maintain an average of a forty hour work week or to coordinate with a supervisor time away during core hours may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) must be certified and will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances. If an employee has an unexcused absence for three (3) consecutive days, the City will consider the employee to have voluntarily resigned employment.

2.03 – Dress Code

Employees contribute to the culture and reputation of City of Wausau in the way they present themselves. A professional appearance consistent with the job description is essential to a favorable impression with residents, customers, and elected officials. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons. The clothing employees wear on the job must be appropriate to the nature of the work they perform. Protective clothing or uniforms may be required for some employees. Other employees, frequently those who normally work in an office setting, wear appropriate business casual clothing to work.

Managers may exercise discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and non-exempt employees will not be paid for that time off. Management may make exceptions for special occasions. An employee unsure of what is appropriate should check with their manager or supervisor in their department.

Casual dress will be permitted for City Hall staff on Fridays, except during the specified periods when casual days will be suspended or when an employee's schedule includes activities that require traditional business attire. Even though considered "casual" these clothing items should still portray a well-groomed and business-like appearance.

All attire should be neat and clean and should fit properly (not overly tight, revealing or baggy). While dress shorts may be acceptable, extremely short ones are not. Clothing designed to advertise a specific product or name brand are not

acceptable whereas clothing items with the City of Wausau logo are. Clothing that is worn, torn or soiled is not acceptable. If you are in doubt or question a particular item of apparel, please consult your supervisor or contact the Human Resources Department for guidance.

2.04 – Bulletin Boards

Bulletin boards are maintained to keep employees informed. All notices, announcements or printed items are restricted to posting on the appropriate bulletin board. The bulletin board is only for notices involving official facility business, legal notices, and other material related to the operation and objectives of the organization. Employees must secure prior authorization from the Department Head in which the bulletin board is located or from Human Resources before posting any notices on bulletin boards.

2.05 – Solicitation

To avoid work disruptions and possible discord between employees, the City has a policy regarding solicitation and literature distribution as follows:

- 1) City employees may not verbally solicit or distribute written materials for any organization, fund, activity or cause to other employees in work areas.
- 2) There shall be no solicitation during work hours of the employee soliciting or the work hours of the employee being solicited.
- 3) Use of City resources for soliciting, to include copy machines, e-mail and U.S. mailing materials, is strictly prohibited.
- 4) The City may authorize civic or charitable efforts coordinated by employees with prior approval of the managerial chain up through the Mayor's office. Employee participation in such efforts is completely voluntary.
- 5) The City is a United Way agency and supports employees contributing to charitable or not-for-profit organizations through United Way. United Way events are considered "official" charitable events and employees may participate in City sponsored United Way activities and events.

2.06 – Political Activity

City employees shall not take part in any political campaigning in their capacity as a City employee. Employee are not precluded from being an active citizen and engaging in the political process provided it does not interfere with normal work performance and is not during normal working hours. When engaging in political activity or engaging in discussion of issues of public importance, you are expected to ensure that your actions and positions are not attributed to the City. Further, City resources may not be used for promoting a particular candidate or a political party.

2.07 – Tobacco, E-Vapor, Alcohol and Illegal Drug Use

The use of any tobacco, E-vapor, alcohol or illegal drug product is not permitted at any time in all City buildings, facilities, vehicles and equipment. While working, smoking is only permitted during an authorized break and in authorized locations. Authorized locations may be determined by individual departments but should be established at a reasonable distance from entrances to City buildings or facilities. E-vapor products are subject to the same rules as tobacco products. Refer to the drug and alcohol policy for additional details.

2.08 – Use of City Equipment

The City of Wausau provides credit cards, supplies, uniforms, equipment, vehicles and materials necessary for employees to perform their job. These items are ~~to be used solely~~ provided to accomplish for City related business. Personal use must be di minimus in nature. The following uses fall outside of the di minimus use standard:

Use that incurs cost for the City,

Use that results in or is anticipated to result in personal financial gain of an individual,

Use that would violate another City policy or work rule, or

Use that exceeds a time frame beyond a typical employee break or rest period during scheduled work time.

Employees are expected to exercise care in the use of City equipment and property and use such property only for authorized purposes. Loss, damages or theft of City property should be reported to supervisors immediately.

Office Equipment: The City's equipment such as telephone, postage, facsimile and copier machine, is intended to be used for business purposes. ~~An employee may only use this equipment for non-business or in an emergency and only with a supervisor's permission.~~ Personal usage, ~~in an emergency, of these or other equipment~~ that results in a charge to the City should be immediately report to a supervisor.

~~Telephone Use: The City realizes that there are times when an employee may need to use the telephone for personal reasons, but it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on City phones without prior approval from the employee's supervisor.~~

Cellular Telephones: Although the City may approve reimbursement for employee use of personal cell phones, employees are being paid to be productive performing work for the City during working hours. Personal cell phone use is to be limited to lengths of time typical of rest or lunch periods. Employees receiving reimbursement for City use must produce personal cell phone records if requested as a form of evidence during an employment investigation.

~~Technology Use: The use of City computers and software is limited solely to the appropriate business use. Employees are not allowed to use the computer system for their personal financial gain benefit, and are strictly forbidden from installing software on the system. Further, this section reaffirms that the City's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer system. The City reserves the right to monitor the use of its computer system.~~

~~Vehicle Use: City vehicles may only be used for authorized City business. Only employees with an unrestricted, current driver's license and who have adequate insurance coverage as described in the City Fleet Safety Policy may operate City vehicles or use a vehicle to conduct City business. Employees who use personal vehicles for City business must provide adequate proof of insurance must be provided annually to their supervisor in order to be eligible for use and reimbursement. Human Resources Department prior to use of a City vehicle.~~ It is the responsibility of an employee to immediately inform their supervisor of any restriction, suspension or revocation of driving privileges that would affect their ability to operate a vehicle on City business.

~~Return of Equipment: Upon separation of employment, employees must return all City property, uniforms, equipment, work product and documents in his/her possession or control. Failure to do so will result in a negative employment reference and an invoice for the fair market value will be due and payable within 30 days for items not returned.~~

Protective Service Employees. Newly hired Police Officers and Firefighters undergo rigorous and expensive training. Any new hire choosing to leave employment within three (3) years of the initial appointment date will be responsible for repaying the City for the costs of pre-employment processing to include the following: medical and drug testing and psychological examination, along with Department issued uniform and protective equipment. Costs will be prorated at 100% from 0 to 1 year, 75% from 1 to 2 years and 50% from 2 to 3 years. In the event a repayment plan is not outlined and agreed to during the period between tendering resignation and separation from employment, collection action may be taken and future employment references will indicate a failure to comply with the employer's work rules and conditions of employment.

2.09- Vehicle Take Home Policy

The following criteria will have to be met by any City of Wausau employee who drives a city vehicle to and from their residence at any time.

- (1) The employee is in official "on call" status to responds to emergencies on a rotating or consistent basis; and he/she
- (2) Lives in the Wausau metro area. Employees hired after February 1st, 1999 and existing employees who move from one residence to another must live within the Wausau metro area. The Mayor will decide on interpreting "metro area". This is meant to address response time and eliminate subsidy of long distance employee commutes.

Personal use must be monitored and comply with all IRS regulations accordingly as determined by the City. Personal use of a City vehicle is generally a taxable fringe benefit unless acting in an official capacity or in official "on call" status. Department heads will be held responsible for ensuring only employees meeting the appropriate criteria are assigned take home vehicles, their employees. Employees are responsible to the IRS for their fringe benefits.

2.10– Outside Employment

Employees ~~are permitted to~~ engaging in outside work or to holding other jobs, are subject to certain restrictions as outlined ~~below~~ within this section. Although di minimus use of City resources is allowed, use for outside employment or personal financial gain is never allowed.

Activities and conduct away from the job must not compete with, conflict with or compromise the City's interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the City. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If the City determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment. Employees who have accepted outside employment may not use paid sick leave to work on the outside job.

Employees with secondary employment must complete and forward to Human Resources, and annually review and update, a certification of Outside Employment.

2.11 – Social Media

Employees ~~are allowed to have~~ ~~who have~~ personal social networking sites must maintain a strict separation between work and personal life. These sites should remain personal in nature and be used to share personal opinions. Employees must maintain a distinction between sharing personal and official government views. Employees must be mindful that members of the general public will make certain assumptions about their access to information, authority or levels of influence solely as a result of affiliation with the City.

All government-related communication through City sponsored social media outlets shall be approved by the Mayor and should remain professional in nature and always be conducted in accordance with the organization's core values, communications policies and practices, and expectations. Employees must not use City social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities. Employees using social media to communicate on behalf of a local government should be mindful that any statements made are on behalf of the organization; therefore, employees should use discretion before posting or commenting.

The City may monitor content out on the Internet. Any postings related to a City employee's job must be consistent with the duty of loyalty (see paragraph 2.13). When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *"The opinions expressed on this site are my own and do not necessarily represent the views of the City of Wausau"*.- Employees may not post confidential or sensitive information about the City, employees, residents, or applicants. Additionally, employees may not post obscenities, slurs or personal attacks that can damage the reputation of the City, residents, employees or applicants.

2.12 – Open Door Policy

Misunderstandings or conflicts can arise between people in any organization. All City employees are expected to apply constructive conflict de-escalation techniques in interactions. There may be times when a situation required techniques beyond those possessed by the involved employee(s). To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents will resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to the City, free discussion with your immediate supervisor, department head, or a member of the human resources department is encouraged. These individuals will endeavor to work out a satisfactory solution to the problem.

The City does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the City from taking disciplinary action against any individual, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the City deems disciplinary action appropriate.

Human Resource staff is skilled in and has access to dispute resolution methods. Staff is encouraged to use Human Resources when situations arise that exceed the skill of involved parties to resolve. Department heads are accountable for ensuring that methods of conflict resolution are afforded to individuals seeking assistance.

2.13 – Duty of Loyalty

As citizens City employees retain constitutional rights. However, City employees are expected and will be held accountable to exercising the management chain for communicating matters related to their specific job. City employees are also expected to communicate in a manner that preserves the reputation of the City.

2.14 – Contact with the Media

Inquiries from the press must be directed to Department Heads. Employees are not authorized to represent the City unless designated by the Department Head.

Chapter 3 – Hiring and Promotional Processes

3.01 – Job Postings

3.02 – Internal Transfers/Promotions

3.03 – Background and Reference Checks

3.04 – Nepotism, Employment of Relatives and Personal Relationships

3.05 – Fairness in Personnel Processes

3.01 – Job Postings

The City will post current job openings on the City website and various bulletin boards located throughout City offices. All employees believing they possess the required education, knowledge, skills and abilities of the job being posted are welcome to apply for any open City position.

3.02 – Internal Transfers/Promotions

Employees with more than ~~six (6)~~ twelve months of service may request consideration to transfer to, or compete for employment within, other jobs as vacancies become available and may be considered along with other applicants. At the same time, the City may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements. Promotions and transfers generally will be determined on the basis of the City's appraisal as to which individual is most qualified for the position. Qualifications are based upon ability to perform the work, relative skills and abilities, education, proven performance, disciplinary record, and experience. Where these qualifications are equal, years of service may be the determining factor. The determination rests with the City.

3.03 – Background and Reference Checks

To ensure that individuals who join the City of Wausau are well qualified and to ensure that the City maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the City. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

Additional checks such as a drug and alcohol pre-employment testing, driving records or credit reports may be made on applicants for particular job categories if appropriate and job related.

The City of Wausau also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

3.04 – Nepotism, Employment of Relatives and Personal Relationships

The City of Wausau wants to ~~ensure that company practices~~ preserve the perception of fairness and prevent ~~do not create situations that could be perceived as~~ such as conflicts of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, both individuals are that person is required to inform their management chain and Human Resources of the relationship. Upon notification, the manager is to inform and confer with Human Resources as to the best method for resolving the conflict.

Department Directors, managers and supervisors are prohibited from having romantic or sexual relationships with staff employed within their supervisory chain. Perceived violations are to be reported immediately to Human Resources.

The City reserves the right to take measures to preserve the perception of fairness ~~apply this policy~~ to any situations in which the potential where there is for a conflict exists, or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

3.05 – Fairness in Personnel Processes

All City staff are prohibited from seeking any unfair advantage for any applicant for employment and/or attempting to influence the Appointing Authority, Human Resources or other staff participating in the selection process. This does not prevent City staff from being listed as or from providing references within a selection process, the same as any other citizen.

Chapter 4 – Employment Categories and Classification

4.01 - Employment Categories

4.02 – Introductory Period

4.03 – Hours of Work

4.04 – Flexible Work Schedules

4.05 – Inclement Weather

4.06 – Separation of Employment

4.01 - Employment Categories

The City has the following employment categories:

Regular Full-time: A regular full-time employee is an employee who works a regular schedule and is expected to normally work forty or more hours per workweek. Only regular full-time employees receive benefits of the City unless specifically identified in the City's policies or as required by law.

Regular Part-time: A regular part-time employee is an employee who works a regular schedule and is expected to normally work more than twenty but less than forty hours per workweek. A regular part-time employee does receive prorated benefits of the City unless specifically identified in the City's policies or as required by law.

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

Seasonal or Temporary: A seasonal or temporary employee is typically hired for a defined period of time, which may be recurring. This category of employee does not receive any additional compensation or benefits provided by the City unless required by law. The period of employment is typically defined at the time of hire and employment is ended when the season or temporary period is over. Employment may also be ended without notice, subject to the needs of the City.

Intermittent on-call. Intermittent on-call employees work less than 28 per hours per week, often with non-routine work schedules. They may work periodically on a year round basis. This category of employee does not receive any additional compensation or benefits provided by the City unless required by law. Employment may be ended without notice, based upon the needs of the City.

In-Training:

In-training employment is designed to provide a means to recruit and develop employees for hard to fill positions. In-training employee(s) are hired without fully possessing all of the minimum qualifications required for the position and are then placed on a program to attain all qualifications criteria. Depending upon the skill level gap, the salary may be pro-rated by the Human Resources Director until position qualifications are met. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The City may separate from service any employee who has not successfully completed any portion of the in-training plan, or subsequent licensure or certification requirements.

Human Resources may designate specific positions or job classifications as in-training. Department Director's, working in conjunction with Human Resources, will determine and document the in-training program, which will include a description and length of the program. The in-training plan must include:

- a. The title of the goal job classification of the in-training plan.
- b. The duties and responsibilities of the goal class.
- c. The skills and abilities that must be acquired by the employee while in-training.
- d. The compensation level for each stage of completion of the various components of the in-training plan.
- e. Post in-training time commitment and payback plan for breeches.

The training plan may include any of the following components:

- On-the job training;
- Classroom or field instruction;
- Courses conducted by an educational institution, vocational school, or professional training organization;
or
- Written, oral and/or practical examinations(s).

Unless other staffing methods have been exhausted, positions with primary responsibility for supervision will not be designated as in-training positions.

Contractor: A contractor is retained on a per project basis with a defined scope at the project outset. A contractor may perform services on a regular or an irregular schedule. Contractors work to provide a specified product or service for an agreed upon outcome work; the performance of work is not controlled by the City. Contractors do not receive any additional compensation or benefits provided by the City.

Executive employees include Department Directors and the Mayor.

Exempt employees include positions that are administrative or professional as defined by the FLSA, and as such, are “exempt” from overtime compensation requirements of the Act. Positions that are “exempt” from FLSA will not receive additional compensation for additional hours worked beyond their normal work hours. These employees are accountable for work product and for meeting the objectives of the Department for which they work. Exempt employees are expected to work as many hours as necessary to fulfill their responsibilities and must respond to direction from management to complete specific work assignments by specific deadlines. Overtime exempt employees may be required to work specific hours to provide services as deemed necessary by the Department Head.

- a. The only exception would be for employees in the position of Police Lieutenant (who are treated consistent with the Police Collective Bargaining Agreement), Fire Battalion Chief and DPW Street Maintenance Supervisor during snow removal months (beginning November 1 and Ending April 1).
- b. Exempt employees may alter their attendance during regular work hours with advance approval from their assigned manager. Such altered attendance will be at the discretion of the employee’s department director, and will be granted if the needs of the department allow for such alteration.
- c. For treatment of all other exempt level staff when working excessive or extraordinary hours, refer to 5.06 – Compensatory Pay and Exchange Time

Non-exempt employees are all other employees.

4.02 – Introductory Period

Unless otherwise specified by the Human Resources Committee, new and promoted employees shall serve an introductory period of one ~~(1) year~~ 6 months. Completion of the introductory period does not guarantee continued employment for any specified period, or does it modify or change the employee’s at-will status or require an employee be discharged only for “cause”. The introductory period is time that allows for a learning curve and neither the employer or the employee is required to give advance notice or reasons for severing the employment relationship.

4.03 – Hours of Work

The normal workday shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday with a 30 minute unpaid lunch break. ~~For all intents and purposes,~~ The workweek shall be considered to be forty (40) hours year round.

Employees are permitted alternative working hours provided that:

- A. The department head approves the alternate schedule.
- B. Service to the public during the normal workday hours remains unaffected by the alternative schedule.
- C. The number of daily hours worked by the affected employees remains unchanged.

The core hours of work for the following individual Departments shall be 7:00 am ~~to 12:00 p.m. and 12:30 p.m.~~ to 3:30 p.m., Monday through Friday.

Construction and Maintenance Division
Electrical Division

Sewage Maintenance Division
Water Distribution Division
Wastewater Treatment Plant

Employees in these individual departments will also be given a one 20 minute rest break. The exact time of the rest breaks will be at the discretion of the foreman or supervisor as governed by the nature of the ongoing work. The ~~noon meal~~ lunch period shall be taken at the work site unless otherwise approved by the department head or their designee.

For Patrol Lieutenants, the normal work day shall consist of a twelve (12) hour shift and the normal work cycle shall consist of two (2) days on duty followed by two (2) days off duty; three (3) days on duty followed by two (2) days off duty; two (2) days on duty followed by three (3) days off duty (2-2, 3-2, 2-3 within 14 days).

The normal schedule for Battalion Chiefs shall be as follows: On duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, have one 24-hour period off, on duty one 24-hour period, and have four (4) 24-hour periods off. The on-duty week shall be an average of not more than fifty-six (56) hours.

Employees are subject to call-in twenty-four (24) hours a day in case of emergency. Emergencies shall be determined by the Mayor or Common Council.

4.04 – Flexible Work Schedules

The City of Wausau permits its employees to utilize flexible working schedules to achieve improved service levels and to accommodate particular needs of the employees when this does not conflict with the effective delivery of City services or result in overtime.

4.05 – Inclement Weather

Citizens depend on the City during inclement weather; therefore the City is always open for business, regardless of weather conditions, unless otherwise determined by the Mayor or their designee. Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to get to work during inclement weather. When severe weather conditions exist, it will be the responsibility of each employee to contact the employee's supervisor before the start of their shift if they are unable to report to work on time. Work time missed due to inclement weather is unpaid time. However, employees may request to use vacation or personal leave time for lost time due to inclement weather.

4.06 – Separation of Employment

There are many reasons an employee may choose to terminate or be terminated from their employment with the City. Upon receipt of notice of an employee's intent to separate from employment, the supervisor should notify Human Resources. The following types of separations apply:

Resignation: Resignation is a voluntary act initiated by an employee to end employment with the City. The employee must provide a minimum of ten (10) working days' notice prior to the resignation to leave employment in good standing and remain eligible for rehire. Supervisors should confirm the resignation in writing to the employee, and ensure the resignation is properly documented.

Retirement: A voluntary act initiated by the employee to end employment with the City and to begin drawing earned benefits through the Wisconsin Retirement System. Employees wishing to retire from City service are expected to provide at least 90 days advance notice in order to allow time to properly coordinate all aspects of retirement benefits and leave cash outs.

Reduction-in-Force: Reductions in the workforce are employer initiated actions that may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The City will determine the Departments, number of positions and persons impacted by the reduction in workforce.

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on impact on City operations, experience in a particular position, skills, abilities, qualifications, length of service and the interests and needs of the employer. Length of service shall not be the deciding factor in any decision regarding who will be laid off but may be considered. The employer may choose to solicit volunteers for the reduction in workforce.

Job Abandonment: Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days will be considered job abandonment and deemed an employee's voluntary resignation of employment.**

Disciplinary Termination: Involuntary, employer initiated actions in response to an employee's failure to satisfactorily perform their assigned job duties and/or failure to comply with the City's work rules.

A former employee who has attained regular status may be reinstated to their former position if they resigned in good standing and if, within one year from the date of resignation, there is a vacancy, and their reinstatement is recommended by the department head with the vacancy and approved by the *Director of Human Resources* or the Police and Fire Commission for positions under their jurisdiction. Employees granted reinstatement will serve an introductory or probationary period regardless of the length of probation served during the prior service. Upon rehire benefits will accrue based on the employee's total years of service.

All items which have been issued to an employee during the course of employment remain the property of the City. At the time of an employee's separation, whether voluntary or involuntary, all City documents and other items of City property in the employee's possession (i.e. cell phones, identification cards, uniforms, keys, key cards, credit cards or procurement cards, tools and equipment) must be returned on or before their last day of work. It will be the supervisor's responsibility to ensure that all City property is returned. Failure to return City equipment may result in collection action and/or will be reflected in future references. It will also

Protective Service Employees. Newly hired Police Officers and Firefighters undergo rigorous and expensive training and receive Department issued uniforms and protective equipment. Any new hire choosing to leave employment within three (3) years of the initial appointment date will be responsible for repaying the City for the costs of pre-employment processing to include the following: medical and drug testing and psychological examination, along with Department issued uniform and protective equipment. Costs will be prorated at 100% from 0 to 1 year, 75% from 1 to 2 years and 50% from 2 to 3 years. In the event a repayment plan is not outlined and agreed to during the period between tendering resignation and separation from employment, collection action may be taken and future employment references will indicate a failure to comply with the employer's work rules and conditions of employment.

An exit interview will be conducted for all separations of employment for regular full and part-time employees through the Human Resources Department. This interview is intended to be beneficial for both the city and the departing employee. Employees will have the opportunity to air concerns or receive answers to specific questions. Additionally, it is the intention of the City to obtain information that will help in recruitment and retention efforts. Any employee who resigns or who is terminated will receive their final paycheck on the next regularly scheduled payday.

Chapter 5 – Compensation

5.01 – General Provisions

5.02 – Compensation Plan Administration

5.02 – Time Keeping

5.04 – Payroll

5.05 – Overtime

5.06 – Compensatory Pay

5.07 – Call-in Pay

5.08 – Shift Differential

5.09 – Jury Duty

5.10 – Mechanic Incentive Pay (Water Utilities)

5.11 – Firearm Certification Pay

5.12 – Expense Reimbursement

5.13 – Clothing and Equipment

5.14 – Attendance at Training Sessions and Other Meetings

5.01 – General Provisions

The compensation for general City employees in an allocated position not covered by a labor contract shall be established by the Director of Human Resources within the budget approved by the Common Council.

Where applicable, overtime, compensatory time, call-in pay, shift differential and court appearances for Police Lieutenants shall be paid in accordance with the provisions of the collective bargaining agreement between the City of Wausau and the Wausau Professional Police.

~~We believe that~~ It is in the best interest of the City of Wausau, our employees, and the community in which we serve, to competitively and fairly compensate employees for their work. The compensation for general City employees in an allocated position not covered by a labor contract will be established by the Human Resources Director within the budget approved by the Common Council.

The City's compensation philosophy is to maintain position classifications and compensation levels that are internally consistent and responsive to changes in local economic conditions and strategic priorities. The City's pay plan is designed to fulfill employer obligations under state and federal statutes. The City's compensation priorities include:

- (1) Internal equity and alignment: Employee's jobs and skills will be compared in terms of their relative contributions to the City's objectives. This comparison will include the nature and responsibilities of the position, the decision making environment and impact, scope of accountability, qualification requirements and level of control assigned to the position which will include independence of action and levels of judgement and discretion required of the position. Pay rates both for employees doing equal work and those doing dissimilar work will continually be evaluated.
- (2) External competitiveness: To be an effective organization the City must attract and retain high caliber employees while at the same time controlling labor costs to ensure living in Wausau provides value to our citizens. The City will gauge our compensation against both private and public markets to ensure that we are capable of employing a quality work force at market costs.
- (3) Employee contributions to pay organizational effectiveness: ~~Employee contributions to pay refer to the relative~~ Increasing emphasis placed on performance that exceeds goal achievement. The City will evaluate employee performance and determine whether an one employee should be paid placed differently in the salary range based upon from another depending on relative performance.
- (4) Administration: The City will continually evaluate ~~our the~~ the compensation plan and pay model to determine ~~that we are meeting our if the~~ if the strategic goals are being met with our human resources. This review will focus on ~~whether we are the~~ the ability to attracting and retaining skilled workers, perceived fairness and understanding of the pay plan, and ~~how our a comparison of~~ a comparison of labor costs ~~compare~~ to the overall labor market.

~~Our~~ The City's total compensation system is comprised of ~~both~~ both Base Compensation, ~~and~~ and Employee Benefits and Discretionary Performance Recognition. ~~Our~~ The compensation system will be objective and non-discriminatory in theory, application, and practice. Base compensation is designed to provide competitive and fair compensation to employees for fulfilling the full scope of responsibilities and accountabilities as outlined in our job descriptions. Base compensation salary

ranges for each position are established by researching industry and local salary survey data. ~~Base compensation levels within the established range for the position are determined on the basis of an employee's ability to execute the full responsibilities of the position at an acceptable proficiency level.~~ Generally, the City will administer base compensation to reflect the requirements of the position and will incorporate the City's ~~our~~ pay-for-performance culture.

City employee benefits will be reviewed on an annual basis to ensure they remain as competitive as possible within budget constraints. Human resources will coordinate and recommend benefit design changes annually to the Common Council through the Human Resources Committee. ~~competitive within the marketplace and reflect those benefits valued by our employees. Targeted levels for benefits will be positioned at or slightly above the market median as derived by review of industry and local survey data and discussion with City insurance representatives and other advisors.~~

5.02 – Compensation Plan Administration

- (1) Job Documentation:** Job documentation refers to the collection and maintenance of job content information. Formal job descriptions are used to describe duties and responsibilities required for each job at the City. The description focuses on the job, not the employee assigned to the job and is representative of work performed. ~~Appraisal of the employee's performance is treated as a separate issue.~~

City job descriptions generally contain the following information: job title; reporting relationships; exemption status; purpose; essential duties and responsibilities; additional duties and responsibilities; job requirements; performance specifications; and work environment conditions. A copy of the approved job description is available for each employee on the City's website, through their manager, or the Human Resources Director. A job description is used to describe every job. It is intended to document the minimum requirements and illustrative duties and responsibilities of the job as it exists at the present time. The formal job description is used as the basis for assigning a pay range. Accurate and complete job descriptions will be prepared and maintained.

~~Salary adjustments for current employees or hiring rates for new employees are authorized only with a current job description.~~

Current job documentation is the responsibility of the Human Resources Director in coordination with department directors ~~managers~~. The Human Resources Director is responsible for ensuring the consistency and accuracy of the information and keeping formal copies and background information on file for all jobs. The Human Resources Director is also responsible for writing new and revised job descriptions and determining the salary range for new or changed jobs.

At the time the Department Director determines there is a vacancy to fill, ~~If a manager wants to hire for a new job,~~ a position description questionnaire must be completed listing the minimum requirements and responsibilities for the job. A job description will then be developed and a pay grade and salary range assigned to the job.

As a job changes, a revised job description may be needed. Department Director's will ensure the managers ~~are required to~~ reviews the job description with their employees on an annual basis in conjunction with the performance appraisal process. If changes are minor, the manager and employee should note the changes on the current job description and forward it to the Human Resources Director. The Human Resources Director will make the changes and prepare and distribute an official revised description.

If a job becomes vacant, the Department Director will ensure the manager is required to reviews the current job description to determine if it reflects the work to be performed or ~~if there should be~~ any changes prior to the position being posted. Revisions should be made before any action is taken to fill the position.

- (2) Salary Range Structures:** The City is committed to providing a salary range structure that is responsive to the external market and is internally equitable. Data will be collected and analyzed on a regular basis to determine market movement of jobs and current salary trends.

Job pricing is the process of matching our jobs at the City to jobs of the external market. Pay grades are determined through a process of evaluating jobs based upon internal and external conditions and grouping similarly valued jobs together (job groups). The market value for jobs within a job group is used as a factor when computing the pay for the salary range structure.

The salary range structure consists of a series of overlapping salary ranges. Each salary range has a minimum, midpoint, and maximum salary amount. To reflect the City of Wausau's pay for performance philosophy, the minimum and maximum of each pay grade will be within 20% of the midpoint. The City of Wausau will review ~~the~~

~~Consumer Price Index for All Urban Consumers (CPI-U) credible sources of data~~ as well as data from local and national compensation surveys in order to maintain competitive salary ranges.

Each salary range is identified through a minimum, midpoint, and maximum salary amount.

- (a) **Minimum** –The lowest amount the City will pay an individual for a job assigned to the salary range.
- (b) **Minimum to midpoint area (~~the first and second quintiles~~)** – Is intended for employees who:
 - Are continuing to learn job responsibilities while meeting performance standards.
 - Are fully trained but perform at a level that is less than proficient.
 - Have not acquired sufficient time in the job to warrant pay at the midpoint level.
- (c) **Midpoint area (~~the third quintile~~)**— Intended to represent the salary level for employees who are fully qualified and performing at a proficient level over a period of time (the direct midpoint of the range is intended to reflect the market rate).
- (d) **Midpoint area to maximum (~~the fourth and fifth quintiles~~)** – Intended for employees whose performance is continuously excellent or outstanding and exceeds performance objectives over a period of time.

The Human Resources Director will conduct a comparative ratio analysis on an annual basis to determine where each employee’s pay falls relative to his or her current salary range. As a policy, the Common Council requires the overall pay plan to maintain compensation within assigned pay ranges within the salary structure ~~a comparative ratio analysis within the third quintile using the information contained within this section as a guideline.~~

The Human Resources Director is responsible for gathering, analyzing, and recommending changes to the salary range structure based on market data and salary trend information. Final approval of these recommendations will be made by the Common Council. A full review of market data for all City jobs will be conducted approximately once every five (5) years. The Human Resources Director will review market data and develop a comparison of market data to current midpoints and current pay practices.

- (3) **Pay Adjustments:** A pay adjustment occurs when the City adjusts an employee’s rate of pay to fall within the parameters of established pay ranges. These adjustments may occur for various reasons. To ensure credibility and achievement of City objectives, an effective pay adjustment system must be developed and maintained with guidelines and procedures communicated to users on a timely basis. The guidelines and procedures of the base compensation plan are intended to ensure that each employee will be rewarded on the basis of demonstrated performance.

Department managers are responsible for initiating appropriate pay adjustments for their employees through the performance management system with the oversight of the Human Resources Director. Managers will communicate all approved pay adjustments to employees.

- (a) ~~Market~~ **General Wage Adjustments (GWA):** General wage increases are periodic measures designed to keep salaries current with the rate of inflation and are often tied to market rates. Within the City, market rates (mid-points of salary ranges) are the rate of pay with which the City compares itself in local, regional or even national markets for our jobs. When necessary and appropriate, salary adjustments not related to performance, but intended to keep employee buying power current as a retention measure, or to correct market or equity disparities may be proposed for individual jobs, groups of jobs, or to the overall pay plan to maintain the City’s relative position to the market. All general wage market adjustments will be submitted to approved by the Common Council for approval and will add to the base budget moving forward.

- (b) ~~Merit Discretionary Performance Incentives-Increases (DPI):~~ **Merit Discretionary performance incentives increases** are intended to ensure that performance is recognized. ~~and that~~ Equity is achieved and maintained by inclusion in the pay range for which the position is rated. The Human Resources Director will review market conditions and trends to recommend a ~~merit increase~~ budget on an annual basis that will be approved by the Common Council. Recommendations for individual ~~merit increases~~ discretionary performance incentives will be determined by Department Directors within the budget provided and should be on the basis of performance.—Merit Discretionary performance incentives increases require the following:

1. Current, completed performance evaluation on file with Human Resources;
2. Overall exceptional ratings on the current performance evaluation;
3. A recommendation made by the Department Director to the Human Resources Director;
4. Within the budget approved by the Common Council; and

5. Approved by the Human Resources Director who will take into consideration the overall performance of all general government employees. Discretionary Performance Incentives may include the following:
 - a. Base adding percentage increase ranging between .25 and 4%.
 - b. One-time cash bonus (overtime exempt staff only).
 - c. Paid time off (1/2 day increments up to one full work week).
 - d. Tuition reimbursement.
 - e. Assignment to attend professional development training or professional conferences.
 - f. Gift cards.
 - g. Nominal items designed to reward the employee (Example briefcase for office workers, cold or hot weather gear for staff who work outside, etc.)

are not permitted if the increase would move the compensation of an employee past the maximum established for the salary range. A merit increase is applied by taking the employee's current rate of pay, identifying which quintile that rate of pay is in, and then multiplying the current rate by the percentage increase established in the annual merit increase decision worksheet based on the employee's level of performance. The following table is an example of an annual merit increase decision worksheet. The merit increase worksheet will be determined within the budget approved by the Common Council, employee performance, and both overall and individual comparative ratio analysis on an annual basis.

Example Annual Merit Increase Considerations

LEVEL OF PERFORMANCE	QUINTILES				
	1 st (80-87%)	2 nd (88-95%)	3 rd (96-104%)	4 th (105-112%)	5 th (113-120%)
Exceptional Performance	4.0%	3.5%	3.0%	2.5%	2.0%
Proficient Performance	3.5%	3.0%	2.5%	2.0%	1.5%
Marginal Performance	0.0%	0.0%	0.0%	0.0%	0.0%

- (c) The operational needs of the City drive the work to be performance by employees. The market drives the level of pay needed to attract and retain workers possessing the skills and abilities necessary to perform the work. Various statutes define the pay requirements for public employees. Compensation plan administration is technical in nature and is delegated to the Human Resources Director to administer within the budget approved by the Common Council. Funds to administer the compensation plan generally add to the base budget going forward. The types of actions requiring compensation decisions may include the following:
 1. **New Hires:** The hiring rate is normally the minimum of based upon the salary range of the position, factors in the salary rate of the position finalist, and is generally below the mid-point for new hires entry-level individuals. If an individual with prior experience is hired, the hiring rate should reflect the level of experience the individual brings to the City. The proposed rate should not create inequities with current staff. The proposed hiring rate will be determined and approved by the Human Resources Director. Any hiring rate that exceeds the market rate (mid-point) for a position must be presented to and approved by the Mayor.
 2. **Introductory Period Completion.** The introductory period allows both the employer as well as the new employee to evaluate whether or not the position is a good fit for one or both parties. It also allows the manager to evaluate how well the employee performed the standards of the position. For employees whose performance during the introductory period is exceptional, a discretionary performance incentive may be warranted within the budget approved by the Common Council. Any requests for a discretionary performance incentive upon conclusion of the introductory period must be submitted through and endorsed by the employing Department Director to the Director of Human

Resources. The request must contain a justification of performance standards established along with a description of quantifiable ways the standards were exceeded. Requests must be received by Human Resources within 30 days of the introductory period completion.

3. **Promotional Increases:** Promotional increases are provided when a current employee moves into a position with a higher level of responsibilities. to recognize an increase in the scope and responsibility of a job and should be given at the time the new responsibilities are assumed. The amount of the increase should be consistent with the objectives of the base compensation plan, take into consideration the employee's pay level prior to the promotion, and internal equity issues.
4. **Job Reclassification:** As the organization continues to grow, jobs and responsibilities will evolve and change over time. Therefore, as job descriptions change, they will be periodically evaluated to determine if the job needs to be reclassified into a different pay grade. The Human Resources Director will have the responsibility to recommend the reclassification of positions in order to ensure appropriate classification and wages.

Department initiated reclassification requests. . If the duties and responsibilities substantially exceed those specified for the position, or if the job has substantially changed due to increased departmental demands which place increased responsibility on the position, a Department Director may initiate a position reclassification request. Due to varying circumstances involved in position reclassification, the department head shall meet with the Mayor and human resources director prior to the initiation of any action involving a reclassification. This effort should help avoid any misunderstanding during the reclassification process. Note: "more of the same" is not the basis for reclassification, but rather new work of a higher level shall be demonstrated before the department director and personnel director shall consider a reclassification request.

All position reclassification requests will require submission of a position description questionnaire, internal equity analysis, and relevant market data prior to consideration. ~~Employees can make reclassification Requests~~ Requests must be processed through to their respective Department Director Head with the assistance of who will request that Human Resources aid in the analysis and collection of market data. ~~Reclassification requests can be made beginning the first working day in April and all requests must be submitted to Human Resources no later than the last working day in June.~~ All reclassification requests will be evaluated thereafter and subject to the approval by the Human Resources Director within the compensation plan's administrative guidelines and philosophy.

5. **Transfer:** A transfer is the reassignment of an employee from one job to another job in the same pay grade and salary range ~~which normally does not involve a change in pay.~~ Lateral transfers provide employees with the opportunity to acquire new work experience and provide exposure to a different work environment.
6. **Temporary Appointments:** Employees temporarily appointed to positions of a higher classification may be eligible for a pay increase during the temporary appointment period. The Human Resources Director will take into consideration the employee's pay level at the time of the appointment, change in scope of duties and responsibilities, duration of the appointment, internal equity issues, and other factors when making the compensation determination.
7. **Developmental job assignment.** When the business need arises to assign an employee to perform the full scope of duties and responsibilities of a higher level position for more than thirty (30) consecutive calendar days the Department Director may, with approval from the Human Resources Director, authorize a developmental job assignment. Developmental job assignments will only apply to assignments to a higher level classification within a higher paying range on the salary structure. The Human Resources Director may authorize a salary increase within the higher range up to 5% more than the employee's regular salary for the duration of the assignment if funds are available within the budget adopted by the Common Council.
8. **Demotion:** A demotion is the reassignment of an employee from one job to another job in a lower pay grade and salary range with a resulting decrease in the scope and responsibility. Demotions may occur for unsatisfactory job performance, in response to an employee request, and for various organizational reasons. The determination of whether the employee should have their

pay reduced will be based on the current pay level of the employee relative to the salary range as well as internal equity considerations.

9. **Redlining:** Employees whose salary is determined to be above the maximum pay rate in the pay grade established for their job will have their pay rates redlined until such time that the market adjustments bring their current salary within established salary ranges. The redlining procedure does not allow for an employee's base rate to be adjusted above the salary range maximum rate. Once adjusted to the maximum salary rate, employees remain eligible to receive discretionary performance incentives that do not add to the salary, any portion of any pay increase that exceeds the salary range maximum rate as a lump sum payment to be paid at the time of the adjustment. The lump sum payment will be calculated by taking the hourly rate that exceeds the salary range maximum rate and multiplying it by the annual hours for the position (usually 2,080 hours). ~~Before an employee is redlined they must be notified in writing prior to and given adequate time to appeal the decision to the Human Resources Director.~~

(d) **Exceptions:** In order to make the base compensation plan an effective management tool, exceptions from ~~to~~ base compensation administration guidelines may be considered when extenuating circumstance exist. Exceptions to policy should be discussed with the Human Resources Director prior to the preparation of any. Exceptions must be reviewed and approved by the Human Resources Director.

(4) **Confidentiality/Compensation Setting:** ~~The City will treat all Pay and salary range information confidentially. information is a matter of public record.~~ As a general rule, City will not discuss individual compensation information with other employees unless extenuating circumstances exist. When discussing compensation with an employee, ~~we will remain the focus will be~~ on that employee's specific pay situation. Employees will be provided their individual pay and salary range only in conjunction with employment. In the event an employee accesses salary information on other staff, that employee is prohibited from sharing that information within the workplace and from using it in a manner that is disruptive to the workplace. If an employee is considering a job change to a vacant position, the salary range information for the position sought will be discussed at that time. Compensation is based upon the position's duties, responsibilities and qualification requirements, not on the qualifications of the individual.

City of Wausau compensation data is public record. Therefore, any party wishing to acquire specific compensation information may be entitled to receive it provided they make the request in the appropriate manner.

5.03 – Time Keeping

All non-exempt employees must accurately record time worked on a time card for payroll purposes and are required to record their own time at the beginning and end of each work period, and before and after any unpaid break. Employees must record their time whenever they leave the building for any reason other than City Company business or with prior approval from the supervisor. Filling out another employee's time card, allowing another employee to fill out your time card, or altering any time card will be grounds for discipline.

No work shall be performed by employees prior to their clocking or logging in at the start of their work day, during their lunch break when they are clocked out, or after they have clocked out at the end of their work day. No one in the City of Wausau has the authority to ask, or encourage, or insinuate that you should work off the clock.

Employees may use vacation, sick leave or compensatory time in units of 15 minutes or more.

5.04 – Payroll

City employees shall participate in the City's direct deposit program and are paid on a bi-weekly basis. The general payroll workweek begins on Sunday at 12:01 am and ends on the following Saturday at 12:00 midnight. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a bank holiday, employees will be paid on the day prior to the bank holiday.

The City of Wausau is required to make certain payroll deductions from ~~your each~~ paycheck ~~each time one is prepared~~. This includes federal income taxes and ~~your~~ employee contribution to Social Security, where applicable and as required by law. These deductions will be itemized on ~~you're the~~ payroll statement. The amount of the deductions may depend on ~~you're~~ earnings and ~~the~~ information ~~you~~ furnished on your W-4 form regarding the number of dependents/exemptions you claim.

Any change in name, address, telephone number, marital status or number of exemptions must be reported to Human Resources immediately. To ensure proper credit for tax purposes a new W-4 must be completed to change the number of exemption. The W-2 forms you receive for each year indicate precisely how much of your earnings were deductions ed for these purposes. Any other mandatory deductions to be made from your paychecks, such as court-ordered garnishments, will be taken explained whenever the City is ordered to make such deductions.

The City reserves the right to make deductions and/or withhold compensation from an employee's paycheck as long as such action complies with applicable state and federal law. In addition, it may be possible ~~for you~~ to authorize the City to make additional deductions ~~from your paycheck~~ for extra income taxes, contributions to retirement savings programs or insurance benefits (if eligible).

Every effort is made to avoid errors in an employee's paycheck. All questions regarding errors or deductions should be directed to Human Resources immediately. ~~If you believe an error has been made or you have a question about your pay, notify Human Resources immediately. If you believe your pay has been improperly docked, notify Human Resources immediately.~~ The City will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

5.05 – Overtime

Positions within the City are analyzed under the provisions of the Fair Labor Standards Act to determine if they are assigned duties and responsibilities that meet the criteria for overtime coverage. Any question related to the overtime designation of a position should be referred to Human Resources.

Prior approval by supervision or management must be obtained for all overtime hours worked. Failure to obtain prior approval for working overtime may result in disciplinary action. Overtime work is to be held to a minimum consistent with the needs of the service. It is the responsibility of each department to explore all possible alternatives before a decision is made to require employees to work on an overtime basis. Further, it is the responsibility of each department to ensure that the provisions of overtime pay are administered in the best interest of City service. Each department should develop internal controls that provide a means of reviewing and evaluating the use of overtime.

Overtime shall be compensated for non-exempt employees at one and one half (1 ½) times the employee's hourly rate of pay. Overtime is defined as any hours worked in excess of 40 hours per week. Hours worked on Saturday or Sunday for work that is not regularly scheduled is considered overtime and shall be compensated at one and one (1 ½) times.

For workers in the following individual Divisions, overtime is defined as work in excess of eight (8) hours per day or forty (40) hours per week. The Divisions listed below exclude support staff, and exempt staff for the purposes of overtime.

Overtime eligibility is based upon work performed. General government positions designated as overtime eligible for performing work beyond the normally scheduled work day (generally 8 hours), are those that require immediate relief and would typically include skilled crafts or service maintenance overtime eligible positions in the following areas of the workforce:

Community Development Maintenance Division
Construction and Maintenance Division
Electrical Division
~~Engineering Division~~
Sewage Maintenance Division
Water Distribution Division
Wastewater Treatment Division

Overtime eligible employees in other areas of general government not covered under a collective bargaining agreement are eligible after working more than forty (40) hours in a work week. When the business need allows, the Employer may adjust the regular work schedule of the employee to prevent the payment of overtime.

5.06 – Compensatory Pay and Exchange Time

The Department Director will determine, with input from non-exempt employees, shall have the choice of whether they receiving overtime in pay, or as compensatory time.

Exempt level staff referenced in 4.01, excepting Police Lt's. may receive straight time (hour for hour) compensatory time for hours worked in excess of 40 hours per week. Executive level shall not be allowed compensatory time under any circumstances.

~~Compensatory pay for Battalion Chiefs shall be paid at straight time (hour for hour)~~

Compensatory time may accumulate to a maximum of forty (40) hours with the following exceptions:

- a. Fire Battalion Chiefs: Compensatory time may accumulate up to a maximum of four hundred (400) hours.
- b. Police Lieutenant: Compensatory time will be capped at the rate specified within the Police Collective Bargaining Agreement.

Compensatory time off shall be scheduled so as not to unduly disrupt operations.

All other exempt level staff working excessively or extraordinarily as deemed by the Department Director with concurrence from Human Resources, may be awarded exchange time in increments of one-half (1/2) day up to a maximum of one work week. Exchange time has no cash value and is not transferable.

Compensatory time off shall be paid out at any time during the year upon written request and approval by the Department Director. Compensatory balances that exceed the bank hour maximum shall be paid out. All balances in compensatory time banks must be used within the year it is earned or it will be paid out on the last pay period of each year.

5.07 – Call-in Pay

If a non-exempt employee is called back into work outside of his or her work schedule, he or she will receive a minimum of two (2) hour's pay for such work or pay for the actual time worked, whichever is greater.

For scheduled court appearances on behalf of the City of Wausau, employees will receive a minimum of two (2) hour's pay for such work or pay for the actual time worked, whichever is greater.

These provisions will not apply to hours worked consecutively prior to or subsequent to the employee's regular schedule of hours.

5.08 – Shift Differential

Any regular employee whose assigned to work a schedule that requires four (4) or more work hours after 4:30 p.m. shall receive forty-five cents per hour (\$.45/hour) in addition to their regular hourly rate. For any regular employee whose assigned to work a schedule that requires four (4) or more work hours after 12:00 midnight shall receive sixty cents per hour (\$.60/hour) in addition to their hourly rate. Shift differential shall be paid as described above for leave time and would include vacation, sick days, and holidays. No differential shall be paid for an employee working overtime.

5.09 – Jury Duty

Regular full-time employees who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. When released from jury or witness duties employees shall immediately return to their job and complete the scheduled work day. Employees shall not be entitled to overtime or shift differential under this provision. Part-time employees are not eligible for paid time off for jury duty but shall be allowed to modify their work schedule to accommodate such duty when reasonably possible.

5.10 – Mechanic Incentive Pay (Water Utilities)

Employees classified as a ~~Plant Maintenance Mechanic~~ Water Plant Operations Technician in the Water Department and Plant Maintenance Mechanic in the Sewage Department are eligible for an educational incentive pay of \$0.50 per hour upon achieving 50% of the electrical and instrumentation training program as confirmed by North Central Technical College officials. Upon completion of the electrical and instrumentation NTC program and receipt of a State of Wisconsin Journeyman card, the employee will receive an incentive pay of \$1.00 per hour.

5.11 – Firearm Certification Pay

Persons classified as Deputy Chief, Captain or Lieutenant will receive Firearm Certification Bonus equal to 1% of ~~step 5~~ the mid point of the appropriate pay range of their respective positions pay grade. Firearm pay shall be paid upon meeting department annual certification testing standards and no later than November 1.

5.12 – Expense Reimbursement

For employees where a Commercial Driver's License is a requirement of employment, the City will pay up to \$50 toward the difference in the cost of a commercial driver's license and a regular license, upon issuance and/or renewal.

5.13 – Clothing and Equipment

The City provides clothing allowances and uniforms to certain employees.

Building Maintenance employees shall be furnished shirts and pants by the City.

Parking Control Specialists shall receive uniforms purchased by the City at the time of initial employment. The City will maintain such uniforms by replacing damaged or worn out clothing upon proof of the need for replacement.

Employees in the following divisions will receive the following Clothing and Equipment:

Construction and Maintenance Division
Electrical Division
Engineering Division
Sewage Maintenance Division
Water Distribution Division
Wastewater Treatment Division

- 1) All protective clothing required to perform essential job duties shall be owned and furnished by the City in its discretion at no cost to employees. Such protective clothing shall be left on City property at the close of the working day.
- 2) The City shall provide five (5) changes per week of uniforms for employees in these divisions except the Engineering Division.
- 3) Skilled workers shall furnish hand tools of their trade as found necessary in their job requirements. Power tools, special equipment and large tools will be furnished by the City. Any question concerning the necessity of purchasing additional tools shall be determined by the City.
- 4) Employees shall receive an annual reimbursement of \$50.00 towards the purchase of cold weather gear.
- 5) Employees will be reimbursed 50% of the cost up to \$75.00 per pair of safety boots annually. Boots must be worn on all job sites and inspected for compliance to ANSI Z41.1 standard.

Persons classified as Police Chief and Fire Chief shall receive a uniform allowance of \$475.00 per year, ~~persons classified as Deputy Fire Chief shall receive a uniform allowance of \$350.00 per year and persons classified as Battalion Chief, EMS Division Chief, or Fire Marshal shall receive a uniform allowance of \$325.00 per year for replacement and care of uniform items.~~ Persons classified as Deputy Fire Chief, Battalion Chief, EMS Division Chief and Fire Marshal shall receive a uniform allowance in accordance with the provisions of Article 15 of the agreement between the City of Wausau and Wausau Firefighter Association, Local 415. Persons classified as Police Lieutenant, Police Captain or Deputy Police Chief shall receive a uniform allowance in accordance with the provisions of Article 20 of the agreement between the City of Wausau and the Professional Police Association.

5.14 Attendance at Training Sessions and Other Meetings - ~~During your employment, you may be asked, or required, Employees may be assigned~~ to attend training sessions and other professional meetings. Attendance at training sessions or other meetings, whether during, before, or after the employees regular work schedule may be considered paid time. ~~To find out~~ More information regarding when training sessions or other meetings will be considered paid time; ~~please contact your direct~~ is available through the supervisory chain or human resources.

5.15 Temporary Reassignment to Higher Position. ~~Employees who are reassigned to work in a higher position will be paid their usual hourly rate for the first 30 working days of assignment. Beginning the 31st working day of the temporary assignment, the employee will be paid the minimum wage of the higher position. If the employee's current salary is higher than minimum, the employee will be paid at the step that is the next highest to their current salary.~~

5.16 Standby Pay. One employee within the Water Utility and two employees within the Wastewater Utility will be designated to standby to keep the system operational by responding to emergent situations and/or to reduce or mitigate risk resulting from potential failures within sewer collection and water distribution system. Overtime -eligible employees on standby status will be compensated at a rate of nine percent (9%) of their hourly base salary for the week assigned for standby status. Standby employees, when called in to work, will still receive the 2 hour minimum for being called in to work. While in standby, the designated employee(s) will be present at a specified location or immediately available to be contacted and will be prepared to report immediately for work if the need arises, although the need might not arise. Standby status is

not concurrent with work time. Standby status begins at the end of the normally scheduled work day and ends at the beginning of the following normally scheduled work day. Standby assignments will be in increments of one week, beginning at close of business on the designated day and end at the beginning of the work day one week later.

5.17 Premium Pay for City Engineer Designation. An Engineer recommended by the Director of Public Works and Utilities and designated by the Mayor to perform the duties of City Engineer as annotated within the Municipal Code shall receive additional compensation of 7% for the duration of the appointment.

5.18 Tuition Reimbursement. Employees whose performance exceeds average ratings may be eligible for partial tuition reimbursement consistent with the Department's procedure and within available resources. When funds are available, Department's may approve up to 50% reimbursement for tuition. Approval must be obtained in advance of enrollment, and tuition reimbursement may occur upon receipt of proof of satisfactory completion of a course previously approved for tuition reimbursement. Funds expended for tuition reimbursement are limited to tuition or registration fees and will not include textbooks, supplies, travel or any other school related expense. If a recipient departs City employment within 3 years of receiving tuition reimbursement, the departing employee must repay the City for any funds received. Failure to make reimbursement arrangements may result in collection action and will result in a negative reference.

Chapter 6 – Performance Measurement and Staff Development

6.01 – General Provisions

The public expects high quality service from our employees that is delivered using the most efficient and effective use of resources. The City expects all employees to perform their job duties at a high quality level that exceeds the expectations of our citizens. As the City has limited resources available, it must only employ individuals who are committed to and capable of providing high quality services. Therefore, apathy, an inability to work as a member of a team, attitudinal issues, and marginal or unacceptable work performance are inconsistent with the interests and expectations of the City and the public.

The City has established a performance review process and will evaluate employee performance by conducting periodic employee performance reviews. These reviews will enable each employee to receive regular feedback on performance expectations and actual job performance. Supervisors will formally document performance feedback known and discussed with the employee during the performance period at least once annually. Performance standards and job expectations will be discussed at the formal review meeting. Throughout the performance rating period, supervisors and managers will provide employees with feedback concerning their performance. Constructive feedback designed to improve or enhance performance will be provided as well as recognition for a job well done. All performance reviews will be based on job factors that include but are not limited to job knowledge, quality of work, initiative, dependability, attendance, attitude and related factors.

An up-to-date performance appraisal must be on file in the personnel record in order for an employee to be eligible for any form of pay increase.

6.02 – Training

Training can be any measure taken to expand an employees knowledge, skills and/or abilities and may include any of the following methods:

1. On-the job;
2. Classroom or field instruction;
3. Courses conducted or conferences hosted, by an educational institution, vocational school, or professional training organization; or
4. Written, oral and/or practical examinations(s).

In addition to developing an employee's job performance, assigning an employee to attend training can be a form of recognition for a job well done.

6.03 – Voluntary or Developmental Training

There may be times when employees request to attend training designed to develop them within their career. In these instances, supervisors and managers must assess whether or not attendance at the desired training will be of benefit to the City of Wausau. If the determination is made that it will benefit the City, Department Directors have the authority to outline an arrangement to support the employees development within available resources and in compliance with pertinent statutes. The parameters of the training approval must be in writing and must be coordinated with Human Resources in advance of attendance.

6.04 – Succession Planning

It is in the City's best interest to identify, support and retain exceptional performers. Raters will solicit individual development goals from staff during the formal performance evaluation process. Supervisors, in coordination with Department Directors, may identify exceptional performers for development designed to assist them in being competitive for future, higher level job openings. Human Resources is available to provide assistance with preparing development plans.

6.05 – Required Training

In order to ensure that City employees have the tools necessary to perform essential job functions consistent with key workplace expectations, supervisors may require employees attend job related training. When doing so, the cost of training will be paid by the City and attendance at training will be considered work time.

Department Directors will develop, and maintain on file with the Human Resources Department, any Department required training by job classification. All City employees must comply with the following schedule for City required training:

Topic

Audience

Frequency

<u>Core Values</u>	<u>All Employees</u>	<u>Every 2 Years</u>
<u>Ethics</u>	<u>All Employees</u>	<u>Every 5 Years</u>
<u>Drug and Alcohol Use</u>	<u>All Employees</u>	<u>Every 2 Years</u>
<u>Workplace Violence Prevention</u>	<u>All Employees</u>	<u>Every 2 Years</u>
<u>Sexual Harassment Awareness and Prevention</u>	<u>All Employees</u>	<u>Every 5 Years</u>
<u>Valuing Diversity in the Workplace</u>	<u>All Employees</u>	<u>Every 5 Years</u>
<u>City Employee Handbook</u>	<u>Supervisors and Managers</u>	<u>When Updated</u>
<u>Supervisory Certificate Training</u>	<u>All Supervisors</u>	<u>Enrollment within 3 months, Completion within 18 months</u>
<u>Drug and Alcohol Awareness for Supervisors</u>	<u>All Supervisors and Managers</u>	<u>Every 3 years</u>

6.06 – Mandated Performance Improvement Training

Any time an employee has been provided with feedback regarding violation of a work rule or of unsatisfactory performance the supervisor must develop, with assistance from Human Resources, a written plan for improvement. Within this plan an employee may be assigned to attend either classroom or on-the-job remedial training. Failure to comply with the assignment is grounds for immediate termination from employment.

6.07 –Travel to and From Training

When assigned to attend training, the employee’s duty station for the day will be considered the training site when located within a 20 miles radius. As such, travel time to and from training within a 20 miles radius will not be considered compensable work time.

Human Resources should be notified when any employee is scheduled to attend training not offered through the City of Wausau. Where possible, Human Resources will facilitate the creation of a travel pool for training outside the 20 mile radius. When multiple employees are attending training outside the 20 miles radius and traveling in a pool, a City vehicle should be secured if available. If no City vehicle is available, only the driver will be eligible for mileage reimbursement and overtime if applicable unless an exception is obtained in advance through Human Resources.

6.08 –Training Records

Completion of training should be forwarded to Human Resources for inclusion in the personnel file.

Chapter 7 – Employee Benefits

7.01 – General Provisions

7.02 – Insurance Eligibility

7.03 – Health Insurance

7.04 – Dental Insurance

7.05 – Life Insurance

7.06 – Voluntary Benefits

7.07 – Section 125 Premium Conversion Plan

7.08 – Wisconsin Retirement System

7.09 – Worker’s Compensation

7.10 – Modified Duty Assignment

7.11 - Post Employment Health Plan - Sick Leave Conversion

7.01 – General Provisions

The following benefits apply to all employees except that Wisconsin Retirement System, Worker’s Compensation and Post Employment Health Plan – Sick Leave Conversion benefits for persons classified as protective service employees shall be extended and administered in accordance with applicable provisions established in the collective bargaining agreement between the City of Wausau and the Professional Police and Fire Fighters Association.

Employee contributions toward the monthly insurance premium(s) are made through convenient payroll deductions twice a month. No employee shall make any claim against the employer for additional compensation in lieu of or in addition to the City’s contribution because they do not qualify for the family plan. If two employees are in dependency status to each other, only one of the employees may carry the family plan(s).

Employees who are in non-pay status, i.e., (a) during a layoff, or (b) on leave of absence longer than 30 days are required to pay the full cost of the medical, dental and life insurance programs. ~~This provision is not applicable to employees on approved FMLA leave.~~ Employees on leave certified under the Family Medical Leave Act (FMLA) shall continue enjoying the employer paid portion of the premiums for the first 90 days. After expiration of the FMLA benefit, employees are subjected to the provisions contained within this paragraph.

7.02 – Insurance Eligibility

Regular full-time employees may choose to be included in the City’s group insurance programs. All such insurance programs shall be selected by and may be changed by the employer. Regular part-time employees may elect to participate in the plans and, if so, shall pay a prorated share of the medical and/or dental programs. In order to participate, part-time employees will need to average 30 hours per week in order to qualify and maintain benefits within ~~the City’s~~ our health insurance plans. Average hours need to be maintained on a yearly basis from October 1st to September 30th. If an employee no longer qualifies for benefits COBRA will be offered at the time the loss of coverage occurs.

Employees electing to participate in either the health insurance or dental insurance plans shall be eligible for coverage on the first day of the month following their thirtieth (30th) day of employment. If the employee was covered under a different plan at the time City coverage was first offered and the employee stated in writing that the coverage was declined because of the other medical coverage, the employee may enroll under the City plan(s) no later than 31 days after the date the other coverage ends.

Eligible employees who decline health or dental insurance benefits may in the future be able to enroll in the plan(s), provided enrollment is requested within 31 days of specific qualifying events. You may be able to enroll yourself and your new dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption, divorce, or involuntary loss of other group health insurance coverage.

An employee may be eligible to continue the City’s group coverage in accordance with state and federal law under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) in the event of a qualifying event. This may occur as a result of termination, layoff, reduction in hours, injury or illness, or in the event an employee is on military leave or other leaves of absence. All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event occurs which entitles the employee and/or qualified beneficiaries of their right to elect continuation coverage, the plan administrator

will notify the qualified beneficiaries of their right to elect continuation coverage. Continued participation will be solely at the participant's expense.

Detailed benefits and provisions of the group health and dental insurance plan(s) are explained in the Annual Employee Benefits Enrollment Guide Summary Plan Description provided to employees by Human Resources the Administrator of the Plan. These documents are available for review in the Human Resources office or on the City's intranet.

7.03 – Health Insurance

Employees enrolled in City sponsored health insurance will contribute 12% of the health insurance premium on a monthly basis. Employees whose spouse is eligible for employer paid health insurance but declines such coverage shall pay a \$50 monthly surcharge. Employees who decline participation in the City sponsored wellness program shall pay an additional \$50.00 per month on their health insurance premium.

7.04 – Dental Insurance

Employees will contribute 50% of the dental insurance premium on a monthly basis.

7.05 – Life Insurance

Employees are eligible to participate in the group Life Insurance program for life insurance for self, spouse or children. Premiums shall be paid by the employee.

7.06 – Voluntary Benefits

The City offers a variety of voluntary benefits such as vision insurance, short-term disability insurance, long-term disability and deferred compensation programs. Complete details of these plans will be available to new employees and at various times during the year.

7.07 – Section 125 Premium Conversion Plan

~~The City has approved an IRC Section 125 premium conversion plan available to all employees who have a health or dental insurance contribution. This plan enables you to pay your insurance contributions with pre-tax dollars rather than after tax dollars.~~

7.07 – Flexible Spending Account

Employees may contribute to a flexible spending account for health, dental, vision or dependent day care in amounts capped at \$2,550 for medical and \$5,000 for day care. All designated flex account deductions are pre-tax dollars.

7.08 – Wisconsin Retirement System

All eligible employees will be covered under the Wisconsin Retirement System (WRS) and all employees shall contribute the employee's share as established by law. The City shall pay the required employer contribution.

7.09 – Worker's Compensation

Employees eligible for Worker's Compensation benefits shall have their salary continued for up to 3 days after which the employee shall only receive Worker's Compensation payments as determined by the Wisconsin Worker's Compensation Act.

7.10. Disability Accommodation. The City reasonably accommodates employees who become disabled, either on or off the job, to the fullest extent required by law. Accommodations for temporary disabilities will be made when it supports the business need and with the approval of the Human Resources Director. Disability accommodations shall be medically appropriate and will be based upon the needs of the City and the specific capabilities of the employee. Disability accommodations may include, but not necessarily be limited to, the following:

- a. Equipment or facility modifications
- b. Temporary duty assignments
- c. Job restructuring
- d. Part-time or modified work schedules
- e. Job reassignment
- f. Disability separation

The Human Resources Director, or designee, is the City's agent for coordinating disability accommodations and is designated as the City's agent for the purpose of accessing employee medical information.

7.10—Modified Duty Assignment

Modified duty assignment is a special short term temporary work assignment provided for employees who have temporary medical restrictions that prevent them from performing some or all of their normal duties. An employee's return to work in a modified duty assignment shall comply with all applicable state and/or federal laws, including the Family and Medical Leave Act (FMLA), the American's with Disabilities Act (ADA), and the state Worker's Compensation laws. This program shall be administered by the Human Resources Department. All employees and departments are required to cooperate fully in administration of this program. In all cases, a modified duty assignment is temporary, and will have a defined beginning and ending date, and a maximum duration of four (4) weeks unless an extension is approved by the Director of Human Resources.

The modified duty assignment will be based on a qualified medical assessment of the employee. It is mandatory for the employee to provide all necessary medical information concerning the extent of their work restrictions and the probable duration of their restrictions. The employee is may be also required to submit updated work restrictions to the Human Resources Department after every doctor visit.

There is no guarantee of modified duty assignments. All requests for modified duty assignments shall be reviewed on a case by case basis. It is at the discretion of the Department Director or their designee to determine the modified duty assignment. Such assignments shall depend in part on the medical limitations of the individual, the availability of suitable work, adequate funding, and the needs of the City. At no time shall a position be created for an employee who has requested and/or accepted a modified duty assignment.

If the employee is unable to perform the essential functions of their job because of a serious health condition, they may take FMLA rather than accept a modified duty assignment. If the employee elects to turn down the modified duty assignment and exercise their FMLA rights they may no longer be eligible for Worker's Compensation benefits. That determination will be made at the time the employee exercises his/her FMLA rights. If an employee accepts a modified duty assignment that time will not be counted against the employee's FMLA entitlement.

7.11 - Post Employment Health Plan - Sick Leave Conversion

Sick Leave Conversion upon Retirement: There shall be the following option for regular full-time employees upon retirement or medical disability retirement:

When a full-time employee, with less than 25 years of service, retires or is forced to retire due to medical disability, a maximum of 60 percent (60%) of the sick leave remaining in the employee's accumulated sick leave account may be converted to its monetary value (employee's hourly rate, exclusive of longevity and shift differential rates) and shall be contributed to the participant's Post Employment Health Plan (PEHP). In order to determine the employee's sick leave conversion benefit, the following formula would be applied:

Years of Service + Age = Credits

EXAMPLE: 20 Years of Service + 55 = 75 Credits

For credits above 68 but below 80, deduct 5 percent (5%) from the standard conversion for each year short of 80.

80 credits = 60 percent conversion of sick leave to dollar credits.

79 credits = 55 percent conversion

78 credits = 50 percent conversion

77 credits = 45 percent conversion

76 credits = 40 percent conversion

75 credits = 35 percent conversion

74 credits = 30 percent conversion

73 credits = 25 percent conversion

72 credits = 20 percent conversion

71 credits = 15 percent conversion

70 credits = 10 percent conversion

69 credits = 5 percent conversion

68 credits = 0 percent conversion

Regular full-time employees who retire with at least 25 years of service shall have a monetary contribution of 80 percent (80%) of banked sick leave hours contributed to the participant's PEHP.

Employees who were classified as non-represented employees as of December 31st, 2011, who will have at least 30 years of service as of December 31st 2012 shall have a monetary contribution of 100 percent (100%) of banked sick leave hours contributed to the participant's PEHP when they retire.

In order to be eligible for sick leave conversion upon retirement, an employee must meet all of the following conditions:

1. Have been hired prior to January 1st, 2013; and
2. Apply for Wisconsin Retirement Fund benefits within thirty (30) days of the last day of work; and
3. In cases of voluntary retirement the employee must have notified the employer at least three (3) months prior to the retirement date. An employee must submit the notice to the Human Resources department and give anticipated retirement date. Upon receipt of notice the Department director shall sign the notice, accepting the retirement which becomes irrevocable unless an exception is approved by the Director of Human Resources.

Chapter 8 – Time Off/ Leaves of Absences

8.01 – General Provisions

8.02 – Paid Holidays

8.03 – Personal Holidays

8.04 – Vacation

8.05 – Perfect Attendance Leave

8.06 – Sick Leave

8.07 – Family Medical Leave

8.08 – General Leaves of Absence

8.09 – Educational Leave of Absence

8.10 – Military Leave

8.11 – Bereavement Leave

8.12 – Separation Benefits for Vacation, Compensatory and Perfect Attendance Leave

8.13 – Lactation Policy

8.01 – General Provisions

The following benefits apply to all employees except that holiday, vacation, and sick leave benefits for persons classified as public safety personnel shall enjoy the benefit that is greater at the time of promotion, e.g. either the handbook or as outlined in the collective bargaining agreements a Police Lieutenant or Battalion Chief shall be extended in accordance with applicable provisions established in the collective bargaining agreement between the City of Wausau and the Professional Police and Fire Fighters Association. The election of leave benefits selected at the time of promotion shall remain consistent throughout the remainder of the assignment with the City.

8.02 – Paid Holidays

Regular full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

If any of these holidays fall on a Saturday the preceding Friday, or if any of these holidays fall on a Sunday, the following Monday shall be considered a holiday for pay purposes. Employees who work on a holiday shall be paid at the rate of two and one half (2.5) times the employee's regular rate but no additional time off shall be given. Non-exempt shift employees who work on a holiday shall be paid holiday pay, plus overtime at 1.5 times the regular rate of pay for hours worked, with no additional time given.

8.03 - Personal Holidays

In addition to the above holidays, each full-time shall receive a total of three (3) personal holidays per calendar year. Department heads shall receive a total of six (6) personal holidays per calendar year. Regular part-time employees shall receive eighteen (18) hours as personal holidays per calendar year. New employees shall receive (1) personal days upon completion of their first six (6) months of employment and the additional two (2) days after completion of their ~~one (1) year~~ introductory period. In no instance shall a personal holiday be paid out if the employee exits employment prior to completion of the introductory period.

Choice of personal holidays must be approved by the department supervisor and may not be taken in increments of less than one quarter (1/4) hour.

8.04 – Vacation

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

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Bi-weekly Accrual</u>	<u>Max. Vacation Accum. Allowed</u>
Entry	10 days	3.0770 hours	120 hours
7	15 days	4.6154 hours	160 hours
13	20 days	6.1540 hours	200 hours
18	25 days	7.6924 hours	240 hours
25	30 days	9.2308 hours	280 hours

Regular part-time employees shall receive a proration of the annual vacation accrual as described above based on the number of hours they worked in the previous year. Annual vacation will be awarded on the 2nd payroll of each year.

New employees accrue but may not use vacation benefits during the first six (6) months' of employment. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn vacation during that pay period. This does not apply to employees who are on approved unpaid family medical leave. Annual vacation shall be credited according to an employee's anniversary date. The scheduling and limitations on number of employees permitted to be on vacation at the same time shall be scheduled according to the policy established by individual departments as determined by the Department Head and based on the needs of the City.

Department heads, upon initial appointment, shall accrue vacation time as a 7th anniversary employee and shall be allowed to accumulate vacation time up to a maximum of 360 hours, regardless of their length of service.

Vacation may be used in no less than one-fourth (1/4) hour increments. Remaining hours must equal at least ¾ of the employee's regular shift or more to be eligible for another day off.

8.05 – Perfect Attendance Leave.

a. For 2016, Department Directors have the option of electing to participate in a Department Incentive Program in lieu of PAL for employees not covered under the provisions of a collective bargaining agreement. The goal of the pilot is to provide paid time of as an incentive for the following:

- 1) Reducing unplanned leave not certifiable under Family Medical Leave
- 2) Preventing accidents with more than \$1,000 damage to property
- 3) Preventing workplace injuries that result in time loss
- 4) Encouraging volunteer/community service work (16 hours per employee)

Incentive groups are eligible for the following incentive awards based on achievement levels:

<u>Measure</u>	<u>Incentive Leave Award</u>
Achieve 100% of the goals	All staff receive 2 days or 16 hours
Achieve 95% of the goals	1-½ day or 12 hours
Achieve 85% of the goals	1 day or 8 hours
Achieve 75% of the goals	½ day or 4 hours

b. Within Departments electing to continue to participate in Perfect Attendance Leave (PAL) Employees eligible for a PAL accrual shall make application to the Human Resources Department within 30 days of becoming eligible. Late requests will not be processed.

1. Earning Method: Employees covered by this handbook who do not fail to report to work due to sickness or injury or who do not use sick, with the exception of leave certified under the Family Medical Leave Act, during a twelve (12) month period (January 1 to December 31) shall earn twelve (12) hours of Perfect Attendance Leave for the first year of perfect attendance. Employees who do not use sick leave for two (2) or more consecutive twelve (12) month periods shall earn sixteen (16) hours effective January 1 of each year they qualify. At no time may an employee's PAL account exceed forty (40) hours. Usage of sick leave for Workers Compensation and incidents of Family Medical Leave will not affect Perfect Attendance Leave accruals.
2. Utilization: Employees may request to use Perfect Attendance Leave at any time following the year(s) in which it is earned.

3. Minimum/Maximum Usage: Perfect Attendance Leave may not be used in less than one-half (1/2) hour nor more than forty (40) hour segments.

8.06 – Sick Leave

The City of Wausau's sick leave policy is designed to compensate for unavoidable absences from work caused by injury or illness. This policy's intent is to prevent the financial hardship of loss of wages for an extended period of time.

A. Accumulation: Regular full-time employees and sworn public safety personnel working a 40-hour work week shall receive an amount equal to 8 hours per month of service which will accrue on a bi-weekly basis at 3.6923 hours. Sick leave will accrue up to a maximum of 480 hours (60 days) ~~133 days (1,064 hours)~~ Employees with sick leave balances beyond 480 hours shall be capped at the accrual reflected on their final 2015 paycheck. In the event leave is taken in the future that reduces the bank, the cap shall float downward. If it is reduced below 480 hours, the 480 cap shall apply. (Policy decision: 480 hours).

Regular part-time employees shall receive a proration of the bi-weekly accrual equal to 4 hours per month of service, which will accrue on a bi-weekly basis at 1.85 hours. Sick leave will accrue up to a maximum of ~~66 days (\$28 hours)~~ 480 hours. (Policy decision: 480 hours).

Employees earn sick leave immediately upon starting employment with the City. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn sick leave during that pay period.

B. Use of Sick Leave: An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. An employee may also use sick leave for a member of his/her family. Immediate family is defined as the employee's spouse, child, parent or a relative living in the same household as the employee. Sick leave use for an immediate family member is allowable only when certified under the Family Medical Leave Act or where the immediate family member requires the constant attention of the employee. Generally, employees who will be missing work due to illness or injury must notify their immediate supervisor as soon as reasonably practical but not later than fifteen (15) minutes prior to the start of their scheduled work day. Employees should consult their immediate supervisor to learn the proper procedure for notifying the City of the need to use sick leave as notification policies may differ between departments. The employee shall provide, upon request of the employer, a statement from a physician verifying the need for leave when requested by the City at any time. Sick leave may be used in increments of no less than 15 minutes.

C. Catastrophic Sick Leave Accounts (CSLA): Individuals who have a catastrophic sick leave account as of January 1st, 2012 will continue to have such balances available to them; however, additional sick leave accrual will not accrue into an individual's catastrophic sick leave account (CSLA). Sick leave in the CSLA may only be used after an employee's regular sick leave account had been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and all unused sick leave in the CSLA shall be forfeited upon termination of employment.

D. Sick Leave during Vacation: In the event that an illness or injury should occur during vacation, ~~unless a written request is made to change vacation leave to sick leave prior to the vacation period, vacation leave shall be charged.~~ An employee may make a request to substitute sick leave for vacation leave. Such requests must be made within the affected pay period, be approved by the supervisor who may require medical verification.

8.07 – Family Medical Leave

City employees who have been employed for 52 consecutive weeks and who work a minimum of 1,000 hours in a calendar year may be eligible for leave protected under state or federal family leave laws (FML). Any leave certified under state statute shall be concurrently certified under the federal statute if applicable.

The City designates absences that meet the criteria for family medical leave. The use of any paid or unpaid leave for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. Any employee using paid leave for an FML qualifying event must follow the notice and certification requirements relating to leave usage and paid leave. The City requires certification health care provider certification for the purpose of qualifying family medical leave. Supervisors are responsible for communicating this requirement and for ensuring follow through by assigned staff. The following types of leave may qualify for protection:

- Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; this protection expires twelve months from the date of birth or placement of the adopted or foster child.
- Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
- Family medical leave to care for a spouse, and/or a biological, adopted, foster or step son, daughter, parent to include in-law, or state registered domestic partner or who suffers from a serious health condition that requires on-site care or supervision by the employee.
- Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active military duty.
- Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

Benefits during Leave. The City will continue the employee's existing employer-paid health, dental, life and disability insurance benefits during the period of leave covered by family medical leave. The employee will continue to pay the employee share of insurance premiums.

Compensation during Leave. The first 10 days of approved leave can be unpaid. The remaining FML must be taken as paid time off using either accrued sick leave or vacation leave, unless waived by the Human Resources Director upon recommendation of the Department Director.

Disability leave for the birth of a child or for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FML and will run concurrent with FML.

Intent to Return to Work from FML. The City may require periodic reports from the employee on their status and intent to return to work. The employee will be required to provide a fitness for duty certificate from a health care provider prior to returning to work after an absence certified for the employee's own qualifying condition.

Supervisory Responsibility

Management and supervisory professionals are responsible for knowing the types of situations that qualify for protection and informing employees of their FML rights and responsibilities to have qualified leave certified. Human Resources is available to provide technical assistance and coordinates the administration of FML within the City.

8.08 – General Leaves of Absence

An employee may request leave without pay. Leaves without pay shall not exceed thirty (30) calendar days unless approved by the Human Resources Committee. As a general practice, the City will review and evaluate these requests based on the following criteria:

1. Length of leave requested;
2. Reason for the leave;
3. Recommendation of department head;
4. Current workload;
5. Operational needs of the department;
6. Exhaustion of all other applicable and/or available leave;
7. Length of employee's continuous service;
8. Prior disciplinary record;
9. Performance evaluations;
10. Annual patterns of sick leave usage.

In no case shall a leave of absence be granted for the purpose of accepting employment with another employer. During the period of leave of absence, no benefits shall accrue to the employee. Participation in group insurance plans can be maintained during leave of absence provided that the employee pays the full cost.

Employees who take leave without pay in excess of 5 days will not accrue vacation, sick leave, or other types of leave during their period of unpaid leave.

8.09 – Educational Leave of Absence

Educational leaves of absence not to exceed one (1) year may be granted ~~with pay and benefits~~ at the discretion of the Human Resources Committee with a recommendation from the Department Director. The employee must agree in writing to remain employed for a period of time equivalent to three times the length of the leave of absence. ~~If that amount of service is not rendered, the employee shall be required to make repayment of that expenditure within sixty (60) days of termination.~~

8.10 – Military Leave

Military leaves of absence will be granted in accord with all requirements of State and Federal law including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). All employees requesting military leave must notify the Human Resources Department prior to said leave unless precluded by military necessity. The notice must be in writing and include a copy of the employee's military orders and/or training schedule.

Reserve Training: Employees who are members of a reserve component of the military forces of the United States or the State of Wisconsin shall be paid the difference, if any, between their regular pay and their military pay for the training period involved, not to exceed two (2) weeks in the calendar year.

Active Duty: In the event of a national or state emergency, employees may take an extended military leave of absence without pay if ordered to active duty. Any employee on military leave of absence may continue group insurance plan coverage provided that the employee shall pay the full cost.

Compliance with USERRA: All military leave from the City is subject to USERRA. Employees should consult the Human Resources Department for answers to more specific questions about military leave and USERRA. The City administers a separate USERRA policy to comply with laws on military leave.

8.11 – Bereavement Leave

The City recognizes the need for employees to have time to make arrangements, handle family matters and attend funerals when a close or extended member of their family dies. The City shall grant bereavement pay to regular full-time employees as follows:

Death in Immediate Family or of a Household Member - Up to three (3) days of leave is provided. Immediate family includes an employee's spouse children, grandchildren, father, mother, brother, sister, or the same family members as of the spouse's parents, counterpart step relatives or any person who had resided with the employee immediately preceding the person's death.

Death in Extended Family – Up to one (1) day of leave is provided. Extended family includes an employee's brother-in-law, sister-in-law, uncle, aunt, niece, nephew, great grandchildren, and grandparents.

Death Outside the Wausau Area - Up to two (2) additional travel days may be granted if the death of the family member is more than 300 miles outside the Wausau area and requires overnight stays.

~~Any~~ Additional time off requested as paid or unpaid leave may be available for use by employees if the circumstances warrant. Employees should contact their supervisor to discuss any requests and exceptions may be granted at the discretion of the Director of Human Resources.

8.12 - Separation Benefits for Vacation, Compensatory and Perfect Attendance Leave

At time of voluntary termination (resignation or retirement) employees with at least one (1) year of service who subsequently leaves the employ of the City, upon giving ten (10) working days written notice, shall receive cash payment for all remaining accrued vacation time, compensatory time, and perfect attendance leave.

The employee's last day of work will be the last day on the payroll. Employees will not be permitted to utilize vacation, compensatory time and/or perfect attendance leave and stay on the payroll after the last day at work.

8.13 – Lactation Policy

All women who breastfeed their child(ren), and who need to express milk during the working day, will work with their supervisor and Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job. For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express milk for her baby. The City has designated that each City facility will have a private and secure location for this purpose and supervisors are responsible for such designation in their respective work locations. Nursing mothers wishing to use a room for this purpose must request/reserve the room by contacting their direct supervisor.

Expressed milk should be placed in cooler-type containers and may be stored in company refrigerators. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Additional rules for use of the room and refrigeration are posted in each room where applicable. Breaks of more than 20 minutes will be unpaid, and the employee should indicate this break period on their time record.

Chapter 9 – Risk Management and Workplace Safety

9.01 – Risk Management Program Policy

9.02 – Risk Management Program Responsibilities

9.03 – Safety

9.04 – Violence in the Workplace

9.05 – Drug Free Workplace

9.01 – General Provisions

The City of Wausau recognizes its responsibility to provide for the safety of its employees, to prevent loss from third party liability, and to protect City property (buildings, grounds, tools and equipment) from damage and loss. For this reason, the City establishes the following scope of the Risk Management program to include:

- (1) Safety and health of City employees.
- (2) Safety of the City's fleet operations.
- (3) Protection of the City from third party liability.
- (4) Protection of City property.

The City of Wausau intends and expects that, at a minimum, the City comply with all applicable local, state and federal health and safety standards, guidelines, and best practices. The safety of City employees and the public, and the protection of City assets are the first priorities in all City operations. These will take precedence over expediency or shortcuts. Every attempt will be made to eliminate or at least reduce the possibility of loss and potential loss due to employee injury, fleet operations, third party liability, and property damage/loss. Loss prevention is to be an integral part of operations. Preventing loss within the scope of this policy requires looking at both actual losses, and "near misses". Investigating accidents and incidents to determine "root cause" prior to taking corrective action is essential. Identifying potential loss exposures and taking preventive action is standard operating procedure. The City will support the Risk Management Policy with appropriate funding and will hold all employees accountable for fulfilling their loss prevention responsibilities.

Loss Prevention is a shared responsibility and requires the cooperation of all parties. Department heads and supervisors recognize the need to set a positive example through their attitude, words, and actions, in the implementation of this policy. Employees recognize the need to continue to work together with management and co-workers in living out the full scope of this policy. The entire City workforce is joined together to ensure continuous improvement of our risk management efforts, and help ensure that every employee returns home safely at the end of the workday, that City assets are protected, and that the City lives up to our mission statement.

9.02 – Risk Management Program Responsibilities

Safety Coordinator: The Safety Coordinator is responsible for the development and implementation of the overall risk management policy and procedures, for providing technical support to department heads and supervisors in their efforts to fulfill their risk management responsibilities, and for stimulating active participation in achieving risk management goals.

Department Heads – Department Heads are responsible for conducting the following loss prevention activities within their respective departments, and for working cooperatively with other departments to prevent loss:

- (1) Analyze the prior year losses; identify loss potential situations within the scope of their department; set specific, measurable goals; and develop an annual Loss Prevention Action Plan aimed at preventing or reducing loss and to consider loss prevention as one criterion to assess when hiring new employees and when doing performance evaluations of employees.
- (2) Integrate loss prevention into all aspects of department operations; involve all employees in loss prevention; develop, implement, monitor effectiveness, and update as needed, department specific loss prevention policies and procedures – including safety rules; provide safety orientation and training for new and transferring employees, and existing employees, as needed and required; conduct regular inspections to identify and correct loss potential situations, covering the scope of this policy.
- (3) Review accident/incident/"near miss" reports to be assured that the "root cause" has been identified and that effective corrective action has been implemented; list the temporary transitional duty tasks

available for injured employees and actively promote the return to work of injured employees, within their capabilities.

(4) Actively participate in loss prevention activities to demonstrate commitment to the full scope of this Risk Management Policy; document loss prevention activities and issues; hold all employees accountable for their loss prevention responsibilities; proactively budget for loss prevention expenses; ensure department compliance with all applicable local, state and federal standards, guidelines, and best practices; promote a culture of continuous improvement in loss prevention.

Supervisors – Supervisors are responsible for conducting the following loss prevention activities within their respective departments, as well as other loss prevention responsibilities that department heads may assign to them, and for working cooperatively with other departments to prevent loss:

(1) Participate in the development of the department specific, annual Loss Prevention Action Plan; involve all employees in loss prevention.

(2) Consider loss prevention as one criterion to assess when hiring new employees and when doing performance evaluations of employees.

(3) Provide initial and ongoing safety training for all employees; give detailed instructions for safe job performance by explaining the inherent hazards and safety precautions; observe work performance and provide commendation and/or coaching to assure that safe work performance is maintained and unsafe work practices are corrected and eliminated; enforce disciplinary protocol in cases of clear disregard of safe work expectation; document loss prevention activities and issues.

(4) Identify and correct loss potential situations, covering the scope of this policy; promote prompt reporting of incidents, but no later than the end of their shift; complete an accident/incident/“near miss” investigation report, within 24 hours, focused on determining the “root cause” and implementation of corrective action; keep in touch with injured employees who may be off work; help identify temporary transitional duty tasks available for injured employees; actively promote the return to work of injured employees, within their capabilities; monitor the progress of employees on temporary transitional duty to be sure they are working within their capabilities, make adjustments as needed.

(5) Actively participate in loss prevention activities to demonstrate commitment to the full scope of this Risk Management Policy; document loss prevention activities and issues; hold all employees accountable for their loss prevention responsibilities; keep knowledgeable of all local, state, and federal standards, guidelines, and best practices pertaining to operations; ensure department compliance with all applicable local, state, and federal health and safety standards, guidelines, and best practices; promote a culture of continuous improvement in loss prevention

Employees – It is the responsibility of all employees to:

(1) Participate in the development of the department specific, annual Loss Prevention Action Plan, as requested; help to carry out the action plan; actively support the full scope of the Risk Management Policy by positive attitude, words, and actions.

(2) Actively participate in safety training; follow safe work procedures, to include but not limited to safety rules, the use of personal protective equipment, machine safeguards, and other safety equipment; assist co-workers with proper safety techniques and procedures.

(3) Immediately correct unsafe acts/conditions/equipment whenever able; report unsafe acts/conditions/equipment to the supervisor when the employee is unable to correct them; maintain good housekeeping throughout operations; submit loss prevention suggestions to the supervisor; follow all applicable local, state, and federal standards, guidelines, and best practices pertaining to the employee’s operations.

(4) Report all injuries and incidents, including “near misses,” immediately; cooperate with the accident/incident investigation, with particular focus on determining the “root cause” and prevention of

recurrence. If injured, cooperate with the medical provider and keep the supervisor informed of the employee's capabilities; work within the employee's capabilities when returning to work.

(5) Work toward a culture of continuous improvement in loss prevention, to help ensure that every employee returns safely home at the end of his or her workday, and that the City's assets are protected.

9.03 – Safety

The City of Wausau is committed to furnishing a safe place of employment that includes the use of safety devices and safeguards, methods and processes reasonably adequate to render employment safe, and other things reasonably necessary to protect the life, health, safety, and welfare of such employee. The City subscribes to and follows the requirements of the laws that relate to the protections of life, health, safety and welfare of City employees.

The City of Wausau has developed and maintains a comprehensive safety program conforming to tried and accepted safety practices. This program encourages proper attitudes toward injury and illness prevent on the part of both management and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also between each employee and their coworkers.

Any unsafe practice or condition, affecting persons, property or equipment, must be reported immediately to your supervisor. Should a hazardous situation exist, safety always takes precedence over continuing operations. Retaliation against employees for reporting workplace safety issues or a work-place injury is prohibited and will not be tolerated. City employees are encouraged to submit suggestions to their supervisor or to Human Resources regarding ways to increase workplace safety.

9.04 – Violence in the Workplace

The City of Wausau is committed to providing a safe workplace for its employees and a safe environment for the citizens of the community, and has a zero tolerance policy toward any intimidating, threatening or violent behavior at the workplace. This policy applies to any form of workplace violence occurring on the worksite, or involving City employees engaged in the performance of their work duties whether on or off the worksite. In addition, this section applies to domestic violence situations when physical harm, threat of harm or fear of harm creates a safety issue for any employee while performing their job. Domestic violence threats at work must be met with the same level of response as any other kind of threat. Managers will work to the extent reasonably possible to ensure that employees are free from intimidating, threatening and violent behavior while at work.

Employees who display intimidating, threatening and/or violent behavior will be held accountable under City policy and work rules, as well as local, state and federal law. An employee who harasses, threatens, bullies, humiliates, coerces, calls names, makes offensive jokes/comments, disrespects, isolates, ignores, attempts to or inflicts bodily harm to co-workers, representatives of other agencies, or members of the general public; or damages/messes with another's property/personal items, is in violation of this policy. All City employees are responsible for committing to and becoming involved in the prevention of workplace violence and promotion of a safe work environment.

All City employees have a responsibility to notify their immediate supervisor, or in the absence of their supervisor, another supervisor, of any intimidating, threatening or violent behavior that they witness, receive or have been told that another person has witnessed or received. In addition to notifying a supervisor, the appropriate authorities should be contacted, which include, but are not limited to: as appropriate, the City police department, fire department or emergency ambulance services.

Employee involvement entails understanding and complying with the prevention program and security measures; making suggestions for improving safety and security issues; participating in problem solving sessions; conducting inspections and making recommendations for corrective strategies; and participating in training and education programs that cover techniques to recognize escalating agitation, assaultive behavior or criminal intent, and discussing appropriate responses. Retaliation against any employee for filing a complaint of workplace violence, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by the City and by federal laws.

All managers have a responsibility to review this section with new employees and periodically review with all employees within their department. Additionally, they are responsible for maintaining a working environment that is as safe as reasonably possible for City employees. Supervisors can help prevent workplace violence and threats by: knowing the early behavior pattern warning signs, knowing the sequence of workplace violence, and reducing the risk of violence. Periodic employee surveys should be conducted for ideas on the potential for violence, holes in security and other risk factors. If information received determines there may be potential for a threatening or violent situation, it is the manager's responsibility

to immediately notify the Department Head and the City Attorney or Director of Human Resources, in addition to advising the employee what authorities to contact, and to notify the appropriate authorities if the employee involved in the incident cannot. Managers are required to maintain a written record that documents the incident until such time as that information is turned over to the Director of Human Resources.

The City prohibits employees from entering City buildings carrying a firearm or weapon of any kind regardless of whether that person is licensed to carry the weapon or not. Further, the City prohibits employees from carrying a weapon in City-owned vehicles. Weapon means any device which is designed, used, or intended to be used in a manner that is calculated or likely to produce property damage, personal injury, or death. Weapons are further defined in 939.22(10), “dangerous weapon”, Wisconsin State Statutes. The only exception is for sworn law enforcement officers, or other persons who act in the interest of the City and have written consent by the Police Chief to carry a weapon in City buildings and in City-owned vehicles. Nothing in this policy prohibits an individual from keeping a weapon in his/her vehicle to the extent required by law.

9.05 – Drug Free Workplace

The City of Wausau believes that a working environment unaffected by alcohol and drugs fosters safety, quality service and productivity, and is in the best interest of all employees. Every employee shares in the responsibility to support a drug and alcohol-free environment, and the policy and rules on alcohol and drug abuse are aimed toward reaching this goal. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol and drugs. This policy is also intended to meet the requirements of “the Drug-Free Workplace Act of 1988” (49 CFR Part 29) and the “Drug-Free Workplace Requirements” (49 CFR Part 29.600-29.635, subpart F). This policy applies to all employees of the City of Wausau and all work sites, including off-site lunch periods or breaks when an employee is scheduled to return to work.

Prohibited Conduct

1. Unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Employees must abide by the terms of this policy as a condition of employment. Violation of this policy could constitute grounds for immediate termination of employment. “Drugs” are defined to include both “illegally used controlled substances” (illegal drugs or other controlled substances as defined under state or federal law, including narcotic and non-narcotic drugs, and prescription drugs used abusively) and “non-controlled” (over-the-counter) medicines if they render one unfit for duty. Additionally, the abuse of any substances for the purpose of achieving a drug-like effect will fall under the prohibition against “drugs”. “Possession” includes the presence of drugs or alcohol in the possession or control of the employee or in the employee’s desk, locker, toolbox, lunch box, automobile on City property or other personal area.
2. An employee who reports to work or who is observed at work under the influence of alcohol or drugs, or who is incapable of safely performing his/her job, will be subject to severe disciplinary action, which may include immediate termination of employment. “Under the influence” includes the presence of any alcohol or drug in the body, which may be verified by laboratory tests, or impairment of any degree, which may be verified by appropriate field tests.
3. An employee who, under a proper medical authority, is taking prescription drugs or other medication, which may affect his/her ability to work safely, is responsible for bringing this matter to his/her supervisor’s attention before beginning work. Whether or not an employee is taking a prescription drug, non-prescription drug, or other medication, an employee who reports to work or who is observed at work and is incapable of safely performing his/her job may, depending on the circumstances, be subject to severe disciplinary action, which may include immediate termination of employment.

Reporting Requirement: Any City of Wausau employee convicted of a drug statute violation occurring in the workplace must report such to the employer in writing no later than five calendar days after such a conviction.

Testing: The City of Wausau will take reasonable steps to search for and detect use of, possession of and impairment by alcohol and drugs. Because City of Wausau is committed to maintaining a drug and alcohol free working environment, prior to making a job offer, applicants for employment will be screened to avoid hiring persons who use drugs or who abuse alcohol. In addition, City of Wausau may require any employee suspected of being under the influence of alcohol or drugs to submit to a breath tests, blood test or urinalysis by City designated physician or qualified test process. The type of testing will be at the City’s discretion and expense.

On-Going Education: The City of Wausau will work actively to educate employees about the drug and alcohol problem by working closely with employee groups and unions representing its employees. City of Wausau will strive to develop a cooperative approach with all employees in dealing with the problem of drugs and alcohol. This policy will be adopted and incorporated into City policy records and handbooks.

Employee Assistance Program: The City offers an Employee Assistance Program to help employees and their families with alcohol and drug related problems, as well as other personal problems. All employees are encouraged to seek assistance for alcohol and drug abuse or other personal problems. Participation in these programs is voluntary, and assistance is provided on a confidential basis. However, participation does not relieve employees of their responsibility to comply with the City’s alcohol and drug rules and to meet work performance requirements.

Chapter 10 – Employee Discipline

10.01 – General Provisions

10.02 – Disciplinary Procedures

10.03 – Corrective Action Plans

10.04 – Grievance Procedure

10.01 – General Provisions

All City employees are expected to satisfactorily perform all job duties, complete assignments in a timely manner, and meet a standard of conduct appropriate to the reputation of the City. While at work employees are responsible to be aware of and abide by existing rules and regulations. Under ~~normal~~ typical circumstances, the City endorses a policy of progressive discipline in which employees are provided with a notice of their deficiencies and an opportunity to improve. However, the City retains the right to administer discipline in the appropriate manner, and to terminate at-will employees with or without cause. Supervisors have the responsibility, with the guidance provided by Human Resources to apply discipline fairly and consistently without discrimination.

10.02 – Disciplinary Procedures

The City's disciplinary procedures include guidelines for ~~incorporate the following series of~~ progressively severe penalties for serious first offenses and for repeated violations, misconduct, or for a series of unrelated problems involving job performance or behavior. ~~However,~~ The progression or level of discipline may vary depending on the nature and severity of the behavior or misconduct as determined by the Appointing Authority with consultation from Human Resources.

(1) ~~Counseling~~ Performance Feedback: Employee ~~counseling~~ feedback and job coaching typically involves an informal meeting between the employee and supervisor, where the employee is made aware of their performance failure, inappropriate behavior, work rule violation, etc., and expectations are communicated so the employee receives guidance ~~is provided as to how the employee can for improvement their performance or behavior.~~ Counseling ~~Certain circumstances~~ may be more formal, involving a third party, if warranted. Counseling Feedback and coaching should be designed to resolve the problem early and avoid the need to take punitive action.

(2) Verbal Reprimand Warning: This type of notice occurs when a supervisor verbally warns an employee regarding inappropriate behavior, poor performance, a work rule violation, insubordination, etc. Verbal warnings are given when counseling feedback or coaching has failed to produce the desired result or the behavior is clearly unacceptable. Supervisors should meet with the employee in private to discuss their behavior or conduct and future expectations, including a clear explanation of the consequences of the failure to correct the problem. All verbal ~~warnings~~ reprimands should be documented in writing. A memorandum documenting the facts of the situation (specific violation(s), date/time of violation(s), prior related discipline, standards for future conduct, and warning of further corrective discipline for non-compliance, and any follow-up action to be taken) should be prepared by the supervisor. The memorandum should be given to the employee and forwarded to the Director of Human Resources.

(3) Written Reprimand Warning: A written ~~notice~~ reprimand occurs when an employee's behavior, misconduct or poor performance is documented in a written letter and retained in the employee's personnel file. The notice should contain the specific violation(s), the date and time of the violation(s) (or period of time), prior related discipline, specific standards for future conduct (including timelines, if appropriate), warning of further corrective discipline for non-compliance, and any follow-up action to be taken.

(4) Suspension: A suspension occurs when an employee is involuntarily relieved from work for a certain number of days, with or without pay. Typically this occurs when prior warnings have not been successful in correcting employee behavior or the misconduct or violation is more serious in nature. [Non-exempt Employees under the FLSA may be suspended in increments of any length; Exempt employees under Wisconsin law may only be suspended in increments of a work week].

(5) Termination: Termination is the involuntary and permanent removal of an employee from City employment. Termination is administered in situations where previous attempts to correct an employee's behavior have failed or the severity of the level of misconduct justifies the termination.

Prior to any suspension or termination, supervisors with approval from or with the assistance the Director of Human Resources should undertake a proper and thorough investigation. Supervisors are prohibited from suspending or terminating an employee without written approval from the Director of Human Resources.

It is imperative for disciplinary proceedings to be properly, completely and consistently documented. Proper documentation helps to support supervisor's disciplinary actions and is necessary to communicate to employees what behavior or action was inappropriate or a violation of City policy, procedure or rule.

Disciplinary actions are typically not taken against employees, without conducting an objective investigation, which includes the opportunity for the employee to explain their action(s) (~~due process meeting~~). As the Appointing Authority, with assistance from the Human Resources Director, contemplates the appropriate level of discipline the affected employee should be provided a due process meeting prior to imposing discipline that removes pay. In some cases the nature of the offense or level of misconduct may be severe enough to warrant termination for a first offense. ~~However, most rule violations, poor performance or misconduct are handled in accordance with the steps previously outlined.~~ Steps in the disciplinary process include:

- (1) Employee Notice and/or Investigation
- (2) Due Process Meeting (when contemplating discipline that may effect pay, e.g. suspension or termination)
The employee will be provided with a written notice of the misconduct and an explanation of the reasons for discipline. The due process meeting serves as an opportunity for an employee to provide additional facts prior the finalization of discipline [*NOTE: During meetings which may lead to discipline, a union employee has the right to request and be afforded representation from the union at the meeting*].
- (3) Discipline: If discipline is warranted following the due process meeting, the employee will be provided a **written** notice of the discipline, including the infraction and a general statement of the reasons for the action. The administered discipline becomes a part of the employee's personnel file.

10.03 – Corrective Action Plans Performance Improvement Plans

Depending on the seriousness and nature of an employee's performance, behavior or infraction, it may be helpful and necessary for the supervisor to develop a ~~corrective action plan~~ or work improvement plan. This type of plan emphasizes the need for improvement on behalf of the employee, and the primary goal is to assist the employee in solving the problem in order to improve performance or behavior. The following elements should be incorporated into a ~~Corrective Action~~ plan:

- (1) Identification of the problem: What is the employee doing that ~~must be corrected~~ is not satisfactory? How is their conduct influencing the work of the department, City, and other co-workers or citizens?
- (2) Goals for change: What needs to be changed? What goals should be achieved?
- (3) What the employee will do: Specific, measurable performance indicators should be established over a defined period of time. If training needs to be received, the employee should be told the type of training, how often, when the training should be completed and who will pay for the cost of the training.
- (4) What the supervisor and department will do: The time frame(s) for supervisory conferences should be indicated and how the supervisor will assist the employee in seeking out training opportunities.
- (5) The ~~corrective action~~ performance plan should be discussed (and documented) with the employee and reviewed periodically on a monthly basis in order to assess progress, provide performance feedback and problems make course corrections as needed.
- (6) Evaluate the employee's progress at the end of the ~~agreed upon~~ time frame to correct the deficiencies. This ~~evaluation~~ assessment should be documented, and the memorandum should indicate whether the employee met the requirements of the plan or whether further follow-up with the employee is appropriate.

10.03 – Grievance Procedure

This procedure is intended to comply with Section 66.0509(1m), Wis. Stats., and provides a grievance procedure for addressing issues concerning employee discipline, termination and workplace safety. This policy applies to all employees other than public safety and transit employees who are covered by the grievance procedure in their respective collective bargaining agreements. An employee may appeal any level of discipline, termination, and issue of workplace safety under this grievance procedure. For purposes of this policy, the following definitions apply:

Grievance: A grievance shall mean any dispute or misunderstanding regarding the actions of City officials which relate to employee discipline, termination, and work place safety.

Employee Discipline: Discipline may result when an employee’s actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee’s performance is not acceptable, or when the employee’s conduct is detrimental to the interests of the City of Wausau. Disciplinary action may call for any of the following steps depending on the problem and the number of occurrences:

- written warning
- suspension (with or without pay)
- termination of employment

There may be circumstances when one or more steps are bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City of Wausau reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

“Employee Discipline” shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;
- Counseling, Performance feedback meetings, oral reprimands (even when documented) or other pre-disciplinary action;
- Actions taken to address work performance, including use of a performance improvement plan or job targets;
- Demotion, Change in job duties, transfer or reassignment to an equivalent position, change in job assignment; or
- Disability reassignment or termination;
- Other personnel actions taken by the employer that are not a form of progressive discipline.

Employee Termination: is defined as an involuntary separation from employment as a result of action taken by the employer to terminate or discharge an employee from employment for rule misconduct or performance reasons.

“Employee Termination” shall not include any of the following personnel actions, however only disciplinary terminations are subject to the grievance procedure.

A. Non-disciplinary:

1. Voluntary quit;
2. Layoff or failure to be recalled from layoff at the expiration of the recall period;
3. Reduction in workforce or job transfer;
4. Completion of temporary employment, seasonal employment, contract employment, or assignment;
5. Disability separation;
6. Retirement;
7. Job abandonment, “no-call, no-show”, or other failure to report to work;
- ~~8. Termination of employment due to medical condition,~~
9. Lack of qualification or license, or other disqualification that renders an employee as unable-inability to perform job duties.

▪

B. Disciplinary:

1. Unsatisfactory performance driven;
2. Work rule violations

Workplace Safety: is defined as conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to the same.

Any written grievance filed in Step 1 of the grievance procedure must be filed with the Department Head using the *Written Grievance Form* that is available in the Human Resource office or on the City’s intranet.

Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

1. Step 1 – Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head or his/her designee with a copy to the Director of Human Resources, within ten (10) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance shall be submitted using the *Written Grievance Form* and give a detailed statement concerning the subject of the grievance, the facts of which the grievance is based and indicate the specific relief sought. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee and the Director of Human Resources of his/her decision, in writing, within five (5) business days of receipt of the grievance if possible. The written response shall contain a statement of the date the meeting between the Department Head or his/her designee and the Grievant occurred, the decision to sustain or deny the grievance, and the deadline for the Grievant to appeal the grievance to the next step of this procedure. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Director of Human Resources or his/her designee, thereby waiving Step 1 of the procedure moving directly to Step 2. Any request to waive Step 1 must be made to the Director of Human Resources.
2. Step 2 – Review by the Director of Human Resources. If the grievance is not settled at Step 1, the employee may appeal the grievance to the Director of Human Resources within five (5) business days from the Department Head or his/her designee's decision at Step 1. The Director of Human Resources or his/her designee will review the matter and inform the employee and the Department Head of his/her decision, in writing, within five (5) business days of receipt of the grievance.
3. Step 3 – Appeal to the Human Resources Committee. If the grievance is not resolved at Step 2, the employee may appeal by filing a written appeal of the grievance with the Human Resources Committee within five (5) business days from the Director of Human Resources or his/her designee's decision. The appeal should be sent to the Chairperson of the Human Resources Committee with a copy sent to the Director of Human Resources. The Human Resources Committee shall meet with the parties to discuss the matter at their next regularly scheduled meeting. Within five (5) business days of the meeting, the Human Resources Committee shall issue a written decision to the parties involved sustaining or denying the grievance.
4. Step 4 – Impartial Hearing Officer. If the grievance is not settled at Step 3, the employee may request in writing, within five (5) business days from the Human Resources Committee's decision, a request for a hearing by an Impartial Hearing Officer. The appeal should be sent to the Director of Human Resources. The City shall select and be responsible for the expenses for the Impartial Hearing Officer. The Impartial Hearing Officer shall not be a City employee. The hearing shall be held at a mutually agreeable time in a public building. Employees may be accompanied by a representative of their choice during the Impartial Hearing process. All testimony shall be taken under oath. In all cases, the Grievant shall have the burden of proof to support the grievance. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written response to the parties involved. The Impartial Hearing Officer may request oral or written arguments and replies.

The Impartial Hearing Officer shall have the power to issue a written response to the grievance. The response shall contain findings of fact, analysis and recommendation. The Impartial Hearing Officer shall have no power to issue any remedy and shall only determine whether the City acted in an arbitrary and capricious manner.

5. Step 5 – Review by the Governing Body If the grievance is not resolved after Step 4, the employee or the Director of Human Resources shall request within five (5) business days of receipt of the written decision from the Impartial Hearing Officer a written review by the City Council. No formal hearing will be required and the City Council shall not take testimony or evidence; it may only determine whether the Impartial Hearing Officer reached an arbitrary or incorrect result based on a review of the written record before the hearing officer. The City Council may request additional written submittals of the parties on matters which were raised before the Impartial Hearing Officer or, at its discretion, meet with the parties to review the matter. The preparation of the written record shall be at the expense of the party seeking appeal and the appealing party shall supply a copy of the written record to the other party without charge. The matter will be scheduled for the City Council's next regularly scheduled meeting. The

Impartial Hearing Officer's determination may be affirmed, modified, or reversed by a majority vote of the City Council. The City Council's decision shall be final and binding on the parties.

The City Council will inform the employee of its findings and decision in writing and provide a copy of the decision to the Director of Human Resources within five (5) business days of the City Council meeting.

An employee may not file a grievance outside of the time limits set forth in the procedure above without mutual agreement of the parties involved. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance during normal work hours through the various steps of the grievance procedure.

Employee Acknowledgment

**CITY OF WAUSAU
EMPLOYEE ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING**

Employee Handbook

By signing below, I acknowledge that I have received a copy of the City of Wausau's Employee Handbook. I also acknowledge that I have had the opportunity to read the policy and have any questions answered, and that I understand and will abide by the provisions contained in this policy.

I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipts of this Handbook or by following any of the provisions of this Handbook. I understand that the contents of this Handbook may be changed by the Employer at any time, with or without notice to the extent permitted by law.

Signed: _____

Date: _____

Printed Name: _____



Non-Represented Employee



- Periodic
- Across the Board



**HRC Approved for 2016—(10/12/15)
Amount and Date unknown**

General Wage Adjustment (GWA) *Market Driven*

A GWA is an increase in pay that keeps an employee’s salary current with the rate of inflation. It is a retention measure, typically tied to the Consumer Price Index (CPI) within the geographic locale. Without periodic COLA’s, employee buying power declines. With paychecks flat as the price of good and services within the market increase, employees end up with less real money in their pocket. GWA’s add to the base budget going forward.

- End of Review Period
- Internal Alignment
- Reclassification
- Retention
- Reorganization
- Premium Pay



**HRC Approved (8/10/2015)
\$48k for 2016 budget**

Compensation Plan Administration *Operations Driven*

The operational needs of the City drive the work to be performed by employees. The market determines the level of pay needed to have the work performed and the Equal Pay Act requires equal pay for equal work. As organization needs change, there are times when operational management decisions make it appropriate to adjust an employee’s pay. These decisions are usually technical and are delegated to the Human Resources Director to administer within the approved budget. These funds add to the base budget going forward.

- One-time cash bonus
- Paid Time Off
- Flexibility
- Tuition reimbursement
- Developmental Training
- Gift Cards
- Nominal Items



**HRC Approved (8/10/2015)
\$72k for 2016 budget**

Discretionary Performance Recognition *Performance Driven*

Allows management the opportunity to recognize outstanding or exceptional performance. Program components will include recognition documented on the annual performance appraisal, as well as opportunities for “on-the-spot” recognition. Broad general parameters will be developed, published in the Employee Handbook, and administered by Human Resources with a centralized reporting system to the Human Resources Committee.

Commonly referred to as “Pay for Performance”

Prepared by:
Myla D. Hite, Human Resources Director
City of Wausau



“We can never fall short when it comes to recruiting, hiring, maintaining and growing our workforce. It is the employees who make our organization’s success a reality.”
— Vern Dosch, *Wired Differently*

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND PLAN COMMISSION	
Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 3, City of Wausau, Wisconsin	
Committee Action:	Econ Dev: Approved 5-0 Plan Comm: Approved 6-0
Fiscal Impact:	The project plan is not a budget or spending authorization
File Number:	94-0907
Date Introduced:	December 22, 2015

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

WHEREAS, the City of Wausau (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 3 (the “District”) was created by the City on September 1, 1994 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such amendment will cause territory to be added to the District, providing incentive and opportunities for additional private development and redevelopment; and

WHEREAS, this amendment will modify the categories, locations or costs of the Projects to be undertaken, providing incentive and opportunities for additional private development and redevelopment; and

WHEREAS, such amendment will [also] allow for the District to incur project costs outside of, but within ½ mile of, the boundaries of the District as permitted under Wisconsin Statutes Section 66.1105(2)(f)1.n.; and

WHEREAS, an amended Project Plan for the District (the “Amendment”) has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, to the chief executive officers of Marathon County, the Wausau School District, and the Northcentral Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on December 15, 2015 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Common Council may amend any tax incremental district, the Plan Commission must designate the boundaries of such amended District and approve the Project Plan amendment for such District and submit its recommendation concerning the amendment of the District and the Project Plan to the Common Council;

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 3, City of Wausau", are hereby amended as specified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2016.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(a)1. Furthermore, at the time of adoption of the creation Resolution for this District, and any subsequent Resolutions amending its boundaries, any property standing vacant for seven years immediately

preceding adoption of the Resolution(s) did not comprise more than 25% of the total area in the District as required by Wisconsin Statutes Section 66.1105(4)(gm)1.

- (b) Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains a blighted area district based on the identification and classification of the property included within the District; and
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property within the territory to be added to the District by amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs of the District relate directly to promoting the elimination of blight of the area consistent with the purpose for which the District was created.
4. The amended Project Plan for "Tax Incremental District No. 3, City of Wausau" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b) and to pay the fee(s) associated with such determination.

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes, that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65e, pursuant to Wisconsin Statutes.

Adopted this _____ day of _____, 2015.

James E. Tipple, Mayor

Toni Rayala, City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 3
CITY OF WAUSAU**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, December 15, 2015 at 4:30 p.m. in the Council Chambers at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Travis Lepinski, Maryanne Groat, Brad Lenz, Mayor Jim Tipple, Gary Gisselman, Eric Lindman, Will Gomez, Karen Kellbach, Rob Mielke, David Oberbeck, Bruce Bohlken, Elizabeth Fields, Joe Mella, other interested parties and the Media

CONSIDERATION OF "RESOLUTION DESIGNATING PROPOSED AMENDED BOUNDARIES AND APPROVING A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL DISTRICT NO. 3, CITY OF WAUSAU, WISCONSIN"

Nutting motioned to approve project plan and boundary amendments. Neal seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Atwell, Oberbeck, Bohlken

Others Present: Rasmussen, Nagle, Wagner, Nutting, Neal, Lenz, DeSantis, Hebert, Groat, Field, Mella, Cosson, Schock

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

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

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Elizabeth Field, 2007 Lamont Street, Wausau River District, said the citizens and owners of properties in the Downtown River District support the reinvigoration of the Wausau Center Mall. The Wausau Center Mall is a retail attraction and an anchor for the Central Business District. The results of the mall operations exceed \$47 million per year and employ hundreds of residents. The continued operation of a shopping mall in this area is the best option to be a viable destination. Field said Mark Craig, who wasn't able to attend, is also a strong supporter of this amendment. Field urged the commission members to support the amendment.

Joe Mella, 500 North 1st Street, Central Wausau Progress, said that he feels bad that he wasn't in the area for the original mall project. The original project took a risk and was rewarded. There is an opportunity to do it again. Mella said he is fortunate to help do it and said he and the board endorse the modifications. Mella said he is reminded of the goals of the city of Wausau. Cities are not just about plowing streets and providing police and fire protection; they are about creating a sense of place. This is an opportunity to reinvigorate the mall, creates an anchor, and helps to drive the downtown.

Mayor Tipple closed the three public hearings.

Phil Cosson, Ehlers Inc., said there are 3 project plans for consideration and went over the process of Tax Incremental District projects. The Joint Review Board met earlier today at 3:30 p.m. and will meet again on January 4. The next step would be to go to Common Council next week. This is the first approval. This is a plan; it is not a budget or an exact execution. The plans establish the next steps of entering into development agreement process.

Cosson discussed the territory amendment of Project Plan #5 first. Tax Incremental District #5 was created in 1997 and there have been 3 separate amendments. The boundaries will be shrunk. On Page 3 of the project plan, a map shows the area that will be removed and retained from the plan. The benefit of removing parcels is that the valuation will fall back on the tax rolls. The city has experienced some development in this area and the value will not be shared with Tax Incremental District #3. There are some vacant parcels that the tax base will not be shared when the parcels are developed. The estimated value of the parcels being removed is \$11 million. The parcels that will be retained are Eastbay, Wausau Window and Wall, Polywood Fabrication, and a parcel owned by city of Wausau and the revenue will be shared with Tax Incremental District #3.

The second amendment would allow revenue from Tax Incremental District #5 to be shared with Tax Incremental District #3. The decision to share the revenue the entire life of the district would be an annual decision. On page 1 of the plan, based on current cash flows, \$6 million could be shared. By sharing the revenue, the anticipated closure of the district would be extended from 2016 to 2020. A cash flow of the plan is shown on page 10 of the plan and shows the projected revenue of the district. This plan will allow the city to make payments for existing obligations and share revenue.

The third amendment is more involved. Tax Incremental District #3 was created in 1994 and has gone through a series of amendments. In 2013, the district was allowed to stay open longer and to have the expenditure period extended. On page 6, the plan outlines loans to CBL in Phases 1 and 2. Concessions, parking fee, and payments are being discussed. Some public improvements and street improvements have

been added to the plan. The anticipated cost of the new projects is \$13.7 million. Page 7 of the plan highlights the large expenditure for a parking ramp, which was already approved. On page 11 of the plan, a map details the parcels that will be added that have the potential for redevelopment. A series of the cash flows are show on pages 28-30 of the plan. There are 2 large projects that are being proposed. The cash flows show the need of the revenue sharing. Both projects will be complete and the district will close by 2030. The plans will change over time and an annual review is necessary.

Wagner said that according to the plan, less than 35% of the territory, as amended, would be devoted to retail and said that he would think that it would 90-100% retail. Cosson said there were conversations on what the percentage should be. Groat said it is the overall district and there is a lot of commercial property, which is not retail. The amendment does not include Sears or Younkers. This language is to deal with the mixed use. This is a blighted district and may not matter. Wagner said he appreciates the definition between commercial and retail.

Atwell asked if the loan terms for Phase 2 will be negotiated. Schock said they are a negotiating a framework that will be enacted immediately for Phase 1 and will be available on a case-by-case basis for Phase 2. The terms would not be locked down and would be approved based on the opportunity.

Oberbeck said that as Younkers is moved, value will be a lost and asked if that is accommodated in this plan. Schock said the loss has been significant and this will stabilize it. The goal would be to redevelop it as fast as possible. Oberbeck asked what tools would be proposed to use for Younkers redevelopment. Schock said it would an opportunity for CBL, city of Wausau, or a joint partnership for purchasing it. CBL has some ideas. The mall needs to be reinvented; the JC Penney space is harder to develop and it is best designed as a department store. The current Younkers location can be divided and is more marketable. Oberbeck said he sees a loss of revenue that will be seen in the general tax levy and any gain will be seen is in Tax Incremental District #3. The committee reviewed the map multiple occasions and would be seen as blighted parcels and will have the opportunity for redevelopment. The district will benefit from improved development in the area.

Atwell asked if the 2% is a projected rate for the 2nd phase because there is potential for an increase in borrowing costs. Schock said the terms would be negotiated on a case-by-case basis.

Rasmussen said the city has a long list of public-private partnerships that have changed the face of neighborhoods. CBL has undertaken similar ventures in other areas with success. The renewals of a lot of the leases in the mall depend on what is done here. The riverfront developing and the mall revitalization would be a prime example of progress in central Wausau. This will bring new life in the district. The model has worked 30 years, but the space needs to be reenergized. There isn't any other likely way to reinvigorate the mall and time is running out. Phases 2 and 3 will be very exciting.

Nagle said that every urban area needs a heart and the city of Wausau has a strong downtown heartbeat that affects the metropolitan area. A lot of work was done to get the original project done in 1981 and that is the same sort of work that needs to be done now. There wouldn't be Weston or Rib Mountain without the mall and the downtown. Political will and courage is needed to recreate the area. This is the reason for the tax increment law. Nagle said he is supportive of the resolutions.

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

PUBLIC HEARING: Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Atwell motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Gisselman seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

December 16, 2015

Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 3



CITY OF WAUSAU, WISCONSIN

Organizational Joint Review Board Meeting Held:	December 15, 2015
Public Hearing Held:	December 15, 2015
Consideration for Approval by Plan Commission:	December 15, 2015
Consideration for Adoption by Common Council:	Scheduled for: December 22, 2015
Consideration for Approval by the Joint Review Board:	Scheduled for: January 4, 2016

Tax Incremental District No. 3 Territory & Project Plan Amendment

City of Wausau Officials

Common Council

James Tipple	Mayor
William Nagle	Council Member
Romey Wagner	Council Member
David Nutting	Council Member
Tom Neal	Council Member
Gary Gisselman	Council Member
Keene Winters	Council Member
Lisa Rasmussen	Council Member
Karen Kellbach	Council Member
David Oberbeck	Council Member
Sherry Abitz	Council Member
Robert Mielke	Council Member

City Staff

Toni Rayala	City Clerk
Maryanne Groat	Finance Director
Anne Werth	Community Development Director
Brad Lenz	City Planner
Anne Jacobson	City Attorney

Plan Commission

Mayor James Tipple	Phil Valitchka
Eric Lindman	Tom Atwell
David Oberbeck	Bruce Bohlken



Standing Joint Review Board

Gary Gisselman

Audrey Jensen

Jane Kittel

Robert Tess

John Opolka

City Representative

Marathon County

Northcentral Technical College District

Wausau School District

Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 3 (the “TID” or “District”) is an existing blighted area district, which was created by a resolution of the City of Wausau (“City”) Common Council adopted on September 1, 1994 (the “Creation Resolution”).

Amendments

The District was previously amended in 2000 and 2007 whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. These amendments were the first and second of four territory amendments permitted for this District.

The District was previously amended in 2010, whereby a resolution was adopted to amend the list of projects to be undertaken.

The District was previously amended in 2013 with special legislation with Wisconsin Act 32 which enables the District to undergo five territory amendments and extend its maximum life by ten years, as well as extend its expenditure period.

Introduction

The impetus for this project plan amendment is the reinvigoration and redevelopment of the Wausau Center Mall. The Mall was constructed in 1983 and in 2001 it was sold to CBL and Associates Properties, Inc., one of the largest owners and developers of shopping centers in the United States. CBL renovated the facilities common space and food court in 2006. The mall, along with the three anchor properties, encompasses 423,556 square feet and supports approximately 65 specialty stores. The facility has four owners: the City is the owner of the land and the two parking ramps, Sears owns and operates the Sears anchor building, the Younkers building is owned by an independent absent landlord and CBL owns the vacated JC Penney building and the mall. Wausau Center supports about 500 jobs, generates about \$240,000 in sales tax for the County and is one of the highest assessed properties in the City.

The closing of the JC Penney store has left a large vacancy within the mall and has also opened the door for other specialty stores to vacate their lease and/or reduce their lease payments due to co-tenancy language. Increased vacancies within the mall will create growing financial difficulties and an environment where new tenants will be unwilling to locate here. While this is cause for alarm; the vacancy creates a great opportunity to restructure and adapt the property to meet the tastes and habits of today’s shoppers. Current retail and shopping center trends favor mixed use facilities combining activities such as housing, hotels, fitness centers, office space, theaters, restaurants and entertainment. In addition these facilities have become lifestyle centers which feature outdoor spaces.

CBL has proposed a multi-phased redevelopment that relies on loans from the City to finance the improvements. Their vision is to upgrade tenant spaces, attract new national retail, entertainment and mixed use tenants. This requires a redesign of some areas to incorporate a junior fashion anchor, restaurant and the connection to outdoor spaces. CBL has indicated that the loans will be repaid through increased profitability of the facility. Specifically, CBL proposes the following:

Phase 1

Younkers is seeking to move into the vacated JC Penney's site which is slightly smaller at 85,756 square feet versus their current 100,564 square feet. Existing owners of the Younkers site have been unwilling to negotiate more realistic lease terms and the shop is operating under a temporary lease. Younkers' management has indicated that they will leave the Wausau area if they are unable to relocate to the JC Penney space. This relocation is considered desirable because Sears and Younkers will then anchor the longest corridor of specialty shops in the mall. CBL has proposed to accomplish the Younkers relocation with the following loan:

- A 20 year loan at 2% interest in the amount of \$4.1 million to renovate the existing JC Penney space and to accommodate the relocation of Younkers to this newly renovated site. Younkers and CBL have negotiated a long term lease for this newly renovated site. Lease payments made to CBL would be used to repay the City's loan.

Phase 2

- Additional 20 year loans at 2% interest in an amount not to exceed \$8 million. These loans would be used for significant redevelopment opportunities such as adding entertainment, junior fashion anchor and restaurants.

Phase 3

- Redevelopment of the current Younkers and perhaps Sears sites. This phase is not included within this project plan.

Improved Profitability

- Concessions of the annual ground lease paid to the city.
- Reduction in the annual parking fee paid to the City.
- Developer payments of \$135,000 for a three year period to bolster marketing efforts.

In addition to the loans and the marketing developer payments, the project plan includes \$450,000 of parking improvements and \$650,000 of street improvements. The \$450,000 will be used to make improvements to the attached parking structures including installation of cashier-less parking technology, LED upgrades and other improvements designed to improve the parking experience within the garages. The \$650,000 of street improvements will support the central business district.

Purposes of this Amendment

To further facilitate development and/or redevelopment within areas adjacent to the District, the City desires to amend its boundaries to add territory. A map, located in Section 3 of this plan, identifies the Territory to be added and its geographic relationship to the existing District's boundaries.

This amendment will cause territory to be added to the District, providing incentive and opportunities for additional private development and redevelopment.

This amendment will modify the categories, locations or costs of the Projects to be undertaken, providing incentive and opportunities for additional private development and redevelopment.

This amendment will allow for the District to incur project costs outside of, but within ½ mile of, the boundaries of the District as permitted under Wisconsin Statutes Section 66.1105(2)(f)1.n.

Estimated Total Project Expenditures

The City anticipates making project expenditures of approximately \$13.7M to undertake projects in the amendment areas as listed in this Project Plan. Due to its significance, for presentation purposes, the construction of parking garages included within the original project plan have been including in the financial projections within this project plan amendment in the amount of \$12.0M. It is anticipated that the remaining and additional projects will be completed in several phases. The Expenditure Period of this District terminates on September 1, 2026. The remaining and additional projects to be undertaken pursuant to this Project Plan are expected to be financed with a combination of debt instruments including general obligation bond and developer bonds, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of project financing by phase is located in Section 10 of this plan.

Economic Development

As a result of the amendment of this District, the City projects that additional land and improvements value of approximately \$6.5M will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the amended area(s) and within the original District boundaries. This analysis excludes property value growth due to the residential and mixed use projects currently under consideration on the Riverfront. A table detailing assumptions as to the timing of new development and redevelopment, and associated values is located in Section 10 of this plan. In addition, the amendment of the District is expected to result in further economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

TID No. 3 has a maximum statutory life of 36 years, and must close not later than September 1, 2031, resulting in a final collection of increment in budget year 2032. Pre-amendment cash flow projections considering only existing increment value and assuming no additional projects are undertaken anticipate total cumulative revenues that will exceed total liabilities by the year 2030, enabling the District to close one year earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would not shift the projected closure year from 2030.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of this District, the additional development projected to occur within the amendment areas as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - The City has conducted an independent review of the intended developer’s sources and uses proforma for the initial proposed development project. This review has concluded that a public investment of approximately \$13.7M is required to enable the development to occur in the

manner desired by the City, while providing the developer a fair and reasonable return on their investment.

- Some sites proposed for development and/or redevelopment have become vacant over the last several years. Given that the sites are unlikely to redevelop it is the judgment of the City that the use of tax incremental financing (“TIF”) will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.
 - The City has been working with a consultant for the purpose of retaining the viability of the Wausau Center Mall, and the consultant’s work has indicated the need to infuse capital into the Mall. Without said capital infusion, it is likely that the Mall’s value will continue to degrade.
2. **The economic benefits of amending the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
- As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are more than sufficient to pay for the actual and proposed Project Costs within the original District and the amended areas. On this basis alone, the finding is supported.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
- If approved, the boundary amendment would become effective for valuation purposes as of January 1, 2016. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the amendment area due to new construction, renovation or appreciation of property values occurring after January 1, 2016 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Given that additional development is not likely to occur or in the same manner without the use of tax incremental financing (see finding # 1), and since the District will generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not amended. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of the Project Plan.
4. Not less than 50% by area of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1. Furthermore, at the time of adoption of the Creation Resolution for this District, and any subsequent resolutions amending its boundaries, any property standing vacant for seven years immediately preceding adoption of the resolution(s) did not comprise more than 25% of the total area in the District as required by Wisconsin Statutes Section 66.1105(4)(gm)1.

5. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution, the District remains declared a blighted area District based on the identification and classification of the property included within the District.
6. The Project Costs of the District relate directly to promoting the elimination of blight consistent with the purpose for which the District was created.
7. The improvements to be made within the territory incorporated by this Amendment are likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of the taxable property within the territory to be added to the District by this amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on September 1, 1994 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 1994.

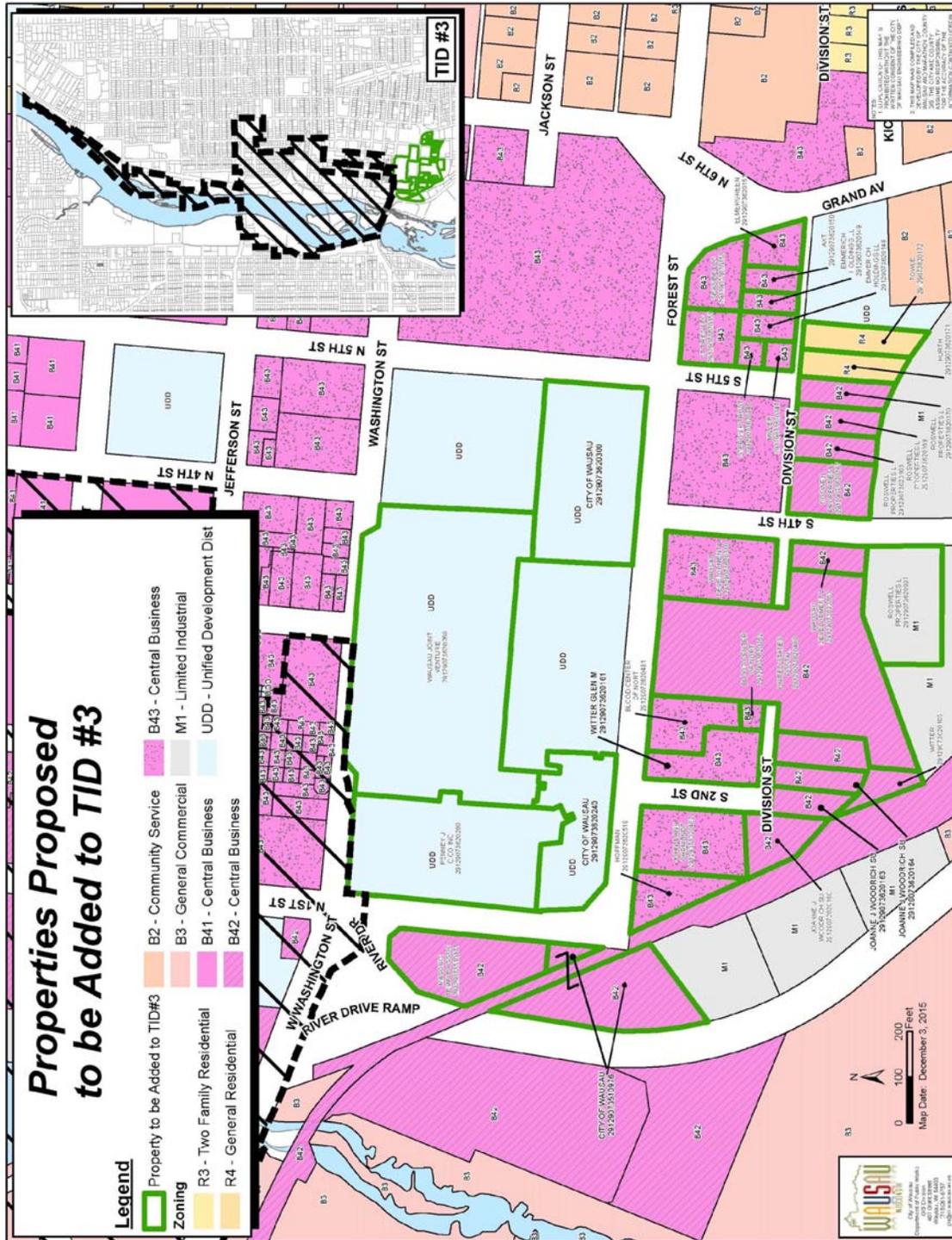
The existing District is a "Blighted Area District," created on a finding that at least 50%, by area, of the real property within the District was blighted. The District will remain in compliance with this finding after the addition of the Territory identified in this Amendment. In addition, the District will remain in compliance with the "vacant land test," which requires that property standing vacant for seven years immediately preceding adoption of the Creation Resolution for this District will not comprise more than 25% of the area in the District in compliance with Wisconsin Statutes Section 66.1105(4)(gm)1. The Preliminary Parcel list found in Section 5 of this plan provides a calculation demonstrating continued compliance with both the 50% test and the 25% test.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. As a result of the special legislation enacted regarding this TID, the City was granted one additional territory amendment, bringing the total allowable to five. The boundaries of the District have been amended twice prior to this Amendment.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

The purpose of the Amendment is to facilitate development within areas adjacent to the existing District. The amendment to the District boundaries and the Project Plan will enable the City to install additional public improvements, and to make additional necessary related expenditures that will create development and/or redevelopment opportunities consistent with the original purposes for which the District was created. The amendment is also to update and/or provide for the undertaking of additional expenditures.

SECTION 4: Map Showing Existing Uses and Conditions Within The Territory To Be Added



Section 5: Preliminary Parcel List and Analysis Within The Territory To Be Added

CITY OF WAUSAU																								Assessment Roll Classification? (Residential = Class 1, Commercial = Class 2, Manufacturing = Class 3, Ag = Class 4, Undeveloped = Class 5, Ag Forest = Class 5M, Forest = Class 6, Other = Class 7 & Exempt = X)		
TID NO. 3 BLIGHT DISTRICT BOUNDARY AMENDMENT - Territory Add																										
Base Property Information																										
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04? <small>...Indicate Specific Parcel date</small>	Municipally Owned? <small>...Indicate Specific Parcel Property Use</small>	Part of Existing TID? <small>...Indicate TID #</small>	Assessment Information				Equalized Value				District Classification					District Classification						
							Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/Conservation	Vacant			
29129073620480	235 FOREST ST	UNITED STATES POSTAL	3.22	No		No				0	100.5248761%	0	0	0	0		3.22			3.22				X		
29129073620481	211 FOREST ST	BLOOD CENTER OF NORT	0.45	No		No				0	100.5248761%	0	0	0	0		0.45			0.45				X		
29129073620482	115 FOREST ST	JOHN & ANN OHRMUNDT	0.77	No		No	228,000	244,500	55,300	527,800	100.5248761%	226,810	243,223	55,011	525,044		0.77			0.77		0.00		2		
29129073620519	101 FOREST ST	HOFFMAN	0.39	No		No	57,500	65,000	8,200	130,700	100.5248761%	57,200	64,661	8,157	130,018		0.39			0.39		0.00		2		
29129073620997	218 S 4TH ST	ROSWELL PROPERTIES L	0.96	No		No	58,500			58,500	100.5248761%	58,195	0	0	58,195		0.96			0.96		0.96		2		
29129073620146	111 S 5TH ST	STEPONIK TRUST	0.09	No		No	28,800	20,000		48,800	100.5248761%	28,650	19,896	0	48,545		0.09			0.09		0.09		2		
29129073620147	115 S 5TH ST	MILLER	0.09	No		No	23,400	52,300		75,700	100.5248761%	23,278	52,027	0	75,305		0.09			0.09		0.09		2		
29129073620148	508 DIVISION ST	EMMERICH HOLDINGS LL	0.17	No		No	11,400	131,000		142,400	100.5248761%	11,340	130,316	0	141,656		0.17			0.17		0.00		1		
29129073620149	510 DIVISION ST	EMMERICH HOLDINGS LL	0.13	No		No	27,100	111,300		138,400	100.5248761%	26,959	110,719	0	137,677		0.13			0.13		0.00		2		
29129073620150	512 DIVISION ST	AXT	0.15	No		No	10,300	144,400		154,700	100.5248761%	10,246	143,646	0	153,892		0.15			0.15		0.00		1		
29129073620151	114 GRAND AVE	ELMERGREEN	0.25	No		No	87,600	158,100	33,600	279,300	100.5248761%	87,143	157,275	33,425	277,842		0.25			0.25		0.00		2		
29129073620158	100 GRAND AVE	SEASIDE LLC	0.38	No		No	165,700	213,800	14,700	394,200	100.5248761%	164,835	212,684	14,623	392,142		0.38			0.38		0.00		2		
29129073620159	503 FOREST ST	CT TIRES LLC	0.34	No		No	144,000	204,600	30,000	378,600	100.5248761%	143,248	203,532	29,843	376,623		0.34			0.34		0.00		2		
29129073620160	116 S 2ND ST	JOANNE J WOODRICH SU	0.37	No		No	20,000	101,500		121,500	100.5248761%	19,896	100,970	0	120,866		0.37			0.37		0.00		2		
29129073620161	201 FOREST ST	WITTER	0.52	No		No	154,000	52,600	2,800	209,400	100.5248761%	153,196	52,325	2,785	208,307		0.52			0.52		0.52		2		
29129073620162	210 DIVISION ST	BLOOD CENTER OF NORT	0.07	No		No	5,600	43,800		49,400	100.5248761%	5,571	43,571	0	49,142		0.07		0.07			0.00		1		
29129073620165	205 DIVISION ST	WITTER	0.52	No		No	38,200	4,700		42,900	100.5248761%	38,001	4,675	0	42,676		0.52			0.52		0.52		2		
29129073620166	202 S 4TH ST	WAUSAU DEVELOPMENT L	0.24	No		No	121,100			121,100	100.5248761%	120,468	0	0	120,468		0.24			0.24		0.24		2		
29129073620167	111 S 4TH ST	ROSWELL PROPERTIES L	0.5	No		No	44,600			44,600	100.5248761%	44,367	0	0	44,367		0.5			0.5		0.50		2		
29129073620168	413 DIVISION ST	ROSWELL PROPERTIES L	0.25	No		No	57,600	58,900		116,500	100.5248761%	57,299	58,592	0	115,892		0.25			0.25		0.00		2		
29129073510171	130 N 1ST ST	MASONIC TEMPLE ASSOC	0.95	No		No				0	100.5248761%	0	0	0	0		0.95			0.95				2		
29129073620169	415 DIVISION ST	ROSWELL PROPERTIES L	0.26	No		No	42,800	122,200	55,100	220,100	100.5248761%	42,577	121,562	54,812	218,951		0.26			0.26		0.00		2		
29129073620170	417 DIVISION ST	ROSWELL PROPERTIES L	0.28	No		No	43,200	69,000		112,200	100.5248761%	42,974	68,640	0	111,614		0.28			0.28		0.00		2		
29129073620171	501 DIVISION ST	KURTH	0.31	No		No	54,100	45,700	2,500	102,300	100.5248761%	53,818	45,461	2,487	101,766		0.31			0.31		0.31		2		
29129073620172	507 DIVISION ST	TOWLE	0.35	No		No	12,900	70,700		83,600	100.5248761%	12,833	70,331	0	83,163		0.35		0.35			0.00		1		
29129073620260	301 WASHINGTON ST	WAUSAU JOINT VENTURE	5.13	No		No		10,000,000	2,851,000	12,851,000	100.5248761%	0	9,947,786	2,836,114	12,783,900		5.13			5.13		0.00		2		
29129073620280	101 WASHINGTON ST	PENNEY J C CO INC	2.2	No		No		2,000,000		2,000,000	100.5248761%	0	1,989,557	0	1,989,557		2.2			2.2		0.00		2		
29129073620310	321 FOREST ST	WAUSAU DEVELOPMENT L	0.81	No		No	360,000			360,000	100.5248761%	358,120	0	0	358,120		0.81			0.81		0.81		2		
29129073510976	381 RIVER DR	CITY OF WAUSAU	1.09	No	Parking Lot	No				0	100.5248761%	0	0	0	0		1.09			1.09				X		
29129073620163	119 DIVISION ST	JOANNE J WOODRICH SU	0.22	No		No	19,300			19,300	100.5248761%	19,199	0	0	19,199		0.22			0.22		0.22		2		
29129073620164	201 DIVISION ST	JOANNE J WOODRICH SU	0.23	No		No	20,400			20,400	100.5248761%	20,293	0	0	20,293		0.23			0.23		0.23		2		
29129073620240	200 N 1ST ST	CITY OF WAUSAU	1.07	No	Parking Lot and Ramp	No				0	100.5248761%	0	0	0	0		1.07			1.07				X		
29129073620300	400 FOREST ST	CITY OF WAUSAU	1.98	No	Parking Ramp	No				0	100.5248761%	0	0	0	0		1.98			1.98				X		
Total Acreage			24.74				1,836,100	13,914,100	3,053,200	18,803,400		1,826,513	13,841,450	3,037,258			0	24	0.74	0	24.74	0	24.74	4.4		
											Estimated Base Value		18,705,221													
											0.00%		97.01%		2.99%		0.00%		100.00%		0.00%		100.00%		17.78%	

SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section 66.1105(4)(gm)4.c., which requires that the equalized value of the Territory to be added to the District, plus the value increment of the District being amended, plus the value increment of all other existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the Territory to be incorporated by this Amendment, plus the increment value of TID No. 3, plus the value increment of all other existing tax incremental districts within the City, totals \$234,343,621. This value is less than the maximum of \$316,061,916 in equalized value that is permitted for the City of Wausau. The City is therefore in compliance with the statutory equalized valuation test and may proceed with amendment of this District.

City of Wausau	
Tax Increment District #3	
Valuation Test Compliance Calculation	
Creation Date	9/1/1994
	2015 Valuation Data Currently Available
Total EV (TID In)	2,633,849,300
12% Test	316,061,916
Increment of Existing TIDs	
TID #3	77,100,700
TID #5	47,802,700
TID #6	59,267,700
TID #7	21,000,900
TID #8	7,112,500
TID #9	886,400
TID #10	2,467,500
Total Existing Increment	215,638,400
Projected Base of New or Amended District	18,705,221
Total Value Subject to 12% Test	234,343,621
Compliance	PASS

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City has implemented, or expects to implement, within the original District or within the Territory to be incorporated by this Amendment. Any costs directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

The City has conducted extensive environmental studies and remediation work within the original TID area. It is not expected that significant study will be needed in the amended area. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, are an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

To allow development and/or redevelopment to occur, the City may construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of

existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Parking Lots/Structures

The original and amended TID plans call for the expansion of parking facilities within the TID area. It is anticipated that the City will construct additional parking lots and/or structured parking facilities and improvements to existing parking facilities to facilitate economic development and/or redevelopment.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

CDA Type Activities

Contribution to Community Development Authority

As provided for in Wisconsin Statutes Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City may provide

loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies or as otherwise specified.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The project plan amendment anticipated \$650,000 for street and sidewalk improvements.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

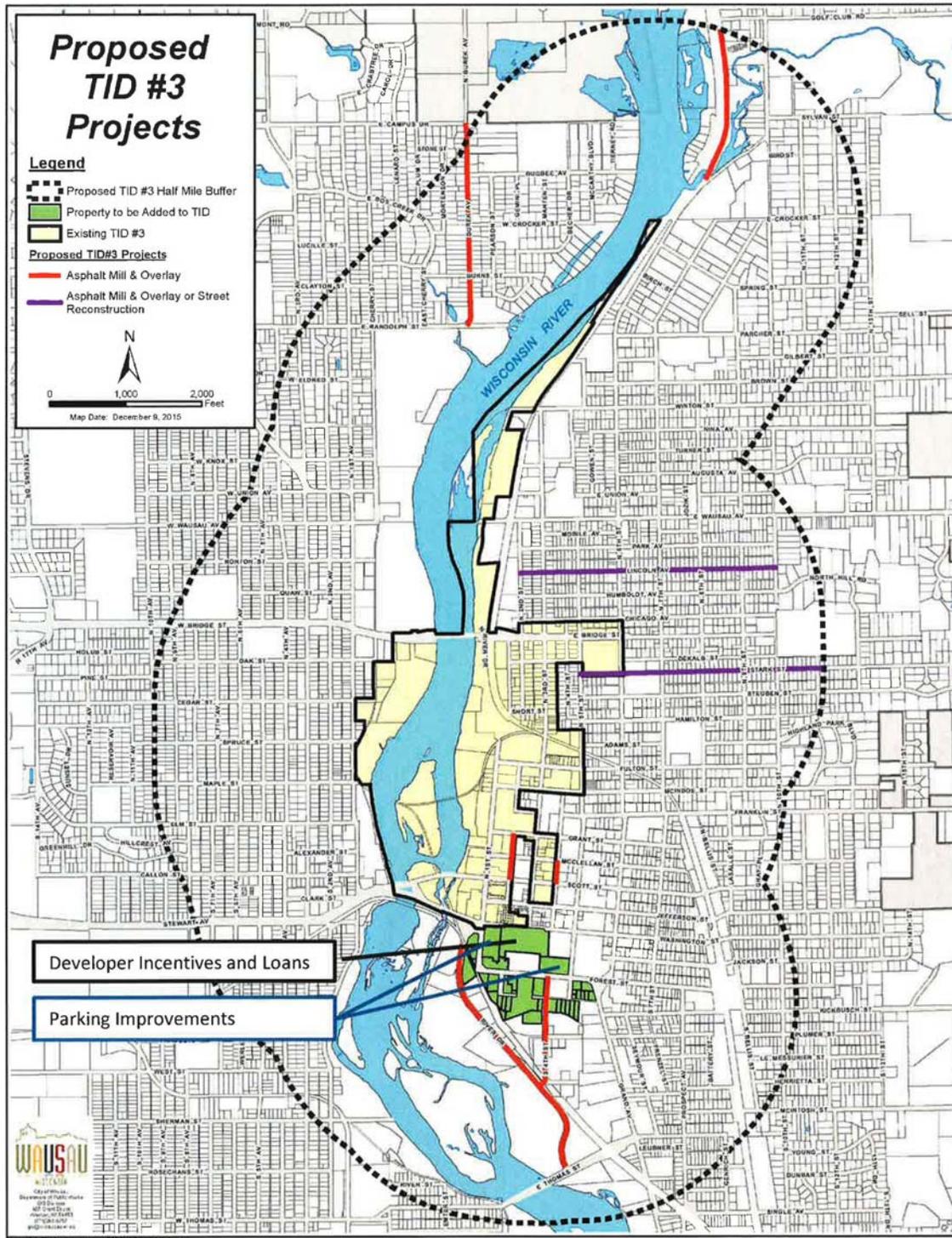
With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, site preparation, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages, and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan or the original Project Plan. To the extent the costs benefit the City outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received by the City in connection with the implementation of this Plan.

SECTION 8: Map Showing Proposed Improvements and Uses Within The Territory To Be Added



SECTION 9: Detailed List of Additional Project Costs

This Section contains information relative to the specific projects and expenditures that the City anticipates it will undertake or make within the Territory to be incorporated into the District by this Amendment.

All costs are based on 2015 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2015 and the time of construction. The City also reserves the right to increase certain Project Costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget, nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without further amending this Plan.

City of Wausau

Tax Increment District #3

Estimated Project List

Project ID	Project Name/Type	Phase I 2016	Phase II 2017	Phase III 2018	Phase IV 2019	Phase V	Total (Note 1)
1	Developer Backed Loans	4,100,000	3,000,000	5,000,000			12,100,000
2	Marketing Incentives	135,000	135,000	135,000			405,000
3	Miscellaneous Parking Improvements	450,000					450,000
4	Professional Services	25,000	25,000	25,000			75,000
5	Street Improvements Outside District					650,000	650,000
Total Projects		<u>4,710,000</u>	<u>3,160,000</u>	<u>5,160,000</u>	<u>0</u>	<u>650,000</u>	<u>13,680,000</u>

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended by the addition of territory, will remain economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the remaining projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the remaining projects in multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development and/or redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the continued implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development and/or redevelopment expected to occur, 2) an updated projection of tax increments to be collected resulting from that development and/or redevelopment and other economic growth within the District, and 3) an updated cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$131,692,465, of which \$84,353,890 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by its Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of its various utility systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

As stated in the original project plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Projects identified will provide the necessary anticipated governmental services and/or development incentives to the additional territory. It is anticipated these expenditures will be made in a phased approach beginning in 2016. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective. In any event, all additional Project Costs are to be incurred within the period specified in Wisconsin Statutes Section 66.1105(6)(am).

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement these agreements might include levying of special assessments against benefited properties.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Wausau					
Tax Increment District #3					
Estimated Financing Plan					
	Taxable G.O. Note 2016	Taxable G.O. Note 2017	Taxable G.O. Note 2018	G.O. Promissory Note Year	Totals
Projects					
Phase I	4,100,000			450,000	4,550,000
Phase II		3,000,000			3,000,000
Phase III			5,000,000		5,000,000
Phase IV					0
Phase V				650,000	650,000
Less Funds on Hand				(1,100,000)	
Total Project Funds	4,100,000	3,000,000	5,000,000	0	13,200,000
Estimated Finance Related Expenses					
Financial Advisor	16,500	16,500	16,500		
Bond Counsel	12,000	12,000	12,000		
Rating Agency Fee	10,000	10,000	10,000		
Paying Agent	675	675	675		
Underwriter Discount	8.00 33,360 8.00	24,480 8.00	40,600 8.00	0	
Debt Service Reserve					
Capitalized Interest					
Total Financing Required	4,172,535	3,063,655	5,079,775	0	
Estimated Interest	0.25% (5,125) 0.25%	(3,750) 0.25%	(6,250) 0.25%	0	
Assumed spend down (months)	6	6	6	6	
Rounding	2,590	95	1,475	0	
Net Issue Size	4,170,000	3,060,000	5,075,000	0	12,305,000
Notes:					

Development Assumptions & Increment Projections

City of Wausau

Tax Increment District #3

Tax Increment Projection Worksheet

Type of District	Blighted Area		Base Value	42,718,700	Apply to Base Value
Creation Date	September 1, 1994		Appreciation Factor	1.00%	
Valuation Date	Jan 1,	1994	Base Tax Rate	\$26.60	
Max Life (Years)	27		Rate Adjustment Factor		
Expenditure Periods/Termination	22	9/1/2016	See Notes		
Revenue Periods/Final Year	27	2022	See Notes		
Extension Eligibility/Years	Yes	0		Tax Exempt Discount Rate	3.50%
Recipient District	Yes			Taxable Discount Rate	5.00%

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
20	2013			70,248,100	2015	\$26.60	1,868,669	939,129	704,282
21	2014	6,852,600		77,100,700	2016	\$26.60	2,050,955	1,935,013	1,440,456
22	2015		771,007	77,871,707	2017	\$26.60	2,071,465	2,906,842	2,148,586
23	2016	1,750,000	778,717	80,400,424	2018	\$26.60	2,138,731	3,876,298	2,844,896
24	2017	0	804,004	81,204,428	2019	\$26.60	2,160,118	4,822,337	3,514,679
25	2018	0	812,044	82,016,473	2020	\$26.60	2,181,719	5,745,525	4,158,947
26	2019	0	820,165	82,836,637	2021	\$26.60	2,203,537	6,646,414	4,778,671
27	2020	0	828,366	83,665,004	2022	\$26.60	2,225,572	7,525,542	5,374,787
28	2021	0	836,650	84,501,654	2023	\$26.60	2,247,828	8,383,435	5,948,193
29	2022	0	845,017	85,346,670	2024	\$26.60	2,270,306	9,220,607	6,499,756
30	2023	0	853,467	86,200,137	2025	\$26.60	2,293,009	10,037,556	7,030,306
31	2024	0	862,001	87,062,138	2026	\$26.60	2,315,939	10,834,773	7,540,645
32	2025	0	870,621	87,932,760	2027	\$26.60	2,339,098	11,612,733	8,031,543
33	2026	0	879,328	88,812,087	2028	\$26.60	2,362,489	12,371,902	8,503,740
34	2027	0	888,121	89,700,208	2029	\$26.60	2,386,114	13,112,733	8,957,948
35	2028	0	897,002	90,597,210	2030	\$26.60	2,409,975	13,835,670	9,394,853
36	2029	0	905,972	91,503,182	2031	\$26.60	2,434,075	14,541,144	9,815,114
37	2030	0	915,032	92,418,214	2032	\$26.60	2,458,416	15,229,579	10,219,366
Totals	8,602,600		13,567,514		Future Value of Increment		40,418,016		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Special Legislation to keep district open for 36 years, sunseting on September 1, 2031, with final revenue collected in 2032

CASH FLOW – PRE AMENDMENT

City of Wausau													
Tax Increment District #3													
Cash Flow Projection													
Year	Projected Revenues					Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Premium	Revenue Share - TID #5	Other Revenue	Total Revenues	Existing Debt Outstanding	Misc Capital Expenses	Admin.	Total Expenditures	Annual	Cumulative	
2014	0				0				0	0	(3,248,091)	17,883,447	2014
2015	1,868,669	(8,120)			1,945,549	2,090,133	413,815	50,000	2,553,948	(608,399)	(3,856,490)	16,088,447	2015
2016	2,050,955	(9,641)	(61,330)		2,064,984	2,041,961		35,000	2,076,961	(11,976)	(3,868,466)	14,433,447	2016
2017	2,071,465	(9,671)			2,146,793	2,086,240		35,000	2,121,240	25,554	(3,842,912)	12,678,447	2017
2018	2,138,731	(9,607)			2,214,124	2,949,053		35,000	2,984,053	(769,929)	(4,612,842)	10,023,447	2018
2019	2,160,118	(11,532)			2,233,586	2,148,972		35,000	2,183,972	49,615	(4,563,227)	8,103,447	2019
2020	2,181,719	(11,408)			2,255,311	2,130,985		35,000	2,165,985	89,327	(4,473,900)	6,158,000	2020
2021	2,203,537	(11,185)			2,277,352	1,662,161		35,000	1,697,161	580,191	(3,893,710)	4,640,000	2021
2022	2,225,572	(9,734)			2,300,838	799,736	12,000,000	35,000	12,834,736	(10,533,898)	(14,427,608)	3,955,000	2022
2023	2,247,828	(36,069)			2,296,759	490,627		35,000	525,627	1,771,132	(12,656,477)	3,565,000	2023
2024	2,270,306	(31,641)			2,323,665	490,055		35,000	525,055	1,798,610	(10,857,867)	3,165,000	2024
2025	2,293,009	(27,145)			2,350,864	488,713		35,000	523,713	1,827,151	(9,030,716)	2,755,000	2025
2026	2,315,939	(22,577)			2,378,362	491,065		35,000	526,065	1,852,297	(7,178,418)	2,330,000	2026
2027	2,339,098	(17,946)			2,406,152	487,130		35,000	522,130	1,884,022	(5,294,396)	1,895,000	2027
2028	2,362,489	(13,236)			2,434,253	492,370		35,000	527,370	1,906,883	(3,387,512)	1,440,000	2028
2029	2,386,114	(8,469)			2,462,646	486,745		35,000	521,745	1,940,901	(1,446,612)	975,000	2029
2030	2,409,975	(3,617)			2,491,359	381,876		35,000	416,876	2,074,483	627,871	600,000	2030
2031	2,434,075	1,570			2,520,645	600,000		35,000	635,000	1,885,645	2,513,516	0	2031
2032	2,458,416	6,284			2,549,700	0		35,000	35,000	2,514,700	5,028,216	0	2032
Total	40,418,016	(233,745)	(61,330)		41,652,942	20,317,820	12,413,815	642,410	33,376,635				Total

Notes:
Current Cash flow
No additional revenues

CASH FLOW – CBL DEVELOPMENT ONLY

City of Wausau																									
Tax Increment District #3																									
Cash Flow Projection - CBL Only																									
Year	Projected Revenues							Proposed CBL Phases										Balances			Year				
	Tax Increments	Interest Earnings/ (Cost)	CBL Payment - Phase I	CBL Payment - Phase II	CBL Payment - Phase III	Other Revenue	Total Revenues	Proposed 2015 CBL Phase I 4,170,000			Proposed 2017 CBL Phase II 3,060,000			Proposed 2018 CBL Phase III 5,075,000				Misc Capital Expenses	Marketing Assistance	Admin.		Total Expenditures	Annual	Cumulative	Principal Outstanding
							Dated Date: Principal	Est. Rate	Interest	Dated Date: Principal	Est. Rate	Interest	Dated Date: Principal	Est. Rate	Interest										
2014						0															0		4,170,000	2014	
2015	0	0				0													75,000		75,000	(75,000)	(75,000)	4,170,000	2015
2016	0	(188)				(188)			156,375							450,000	135,000			741,375	(741,563)	(816,563)	4,170,000	2016	
2017	0	(2,041)				(2,041)	400,000	3.75%	148,875								135,000			683,875	(685,916)	(1,502,479)	6,830,000	2017	
2018	93,103	(3,756)	663,112	366,200		1,118,659	420,000	3.75%	133,500	305,000	4.50%	130,838					135,000			1,124,338	(5,678)	(1,508,157)	11,180,000	2018	
2019	93,103	(3,770)	663,112	360,100	606,500	1,719,045	425,000	3.75%	117,656	305,000	4.50%	117,113	505,000	4.50%	217,013					1,686,781	32,264	(1,475,894)	9,945,000	2019	
2020	172,906	(3,690)	663,112	354,000	596,400	1,782,728	425,000	3.75%	101,719	305,000	4.50%	103,388	505,000	4.50%	194,288					1,634,394	148,335	(1,327,559)	8,710,000	2020	
2021	172,906	(3,319)	663,112	347,900	586,300	1,766,899	450,000	3.75%	85,313	305,000	4.50%	89,663	505,000	4.50%	171,563					1,606,538	160,362	(1,167,197)	7,450,000	2021	
2022	172,906	(2,918)	663,112	341,800	576,200	1,751,100	475,000	3.75%	67,969	305,000	4.50%	75,938	505,000	4.50%	148,838					1,577,744	173,356	(993,841)	6,165,000	2022	
2023	172,906	(2,485)	663,112	335,700	566,100	1,735,334	525,000	3.75%	49,219	305,000	4.50%	62,213	505,000	4.50%	126,113					1,572,544	162,790	(831,051)	4,830,000	2023	
2024	172,906	(2,078)	663,112	329,600	561,000	1,724,541	525,000	3.75%	29,531	305,000	4.50%	48,488	510,000	4.50%	103,275					1,521,294	203,247	(627,804)	3,490,000	2024	
2025	172,906	(1,570)	663,112	323,500	550,800	1,708,749	525,000	3.75%	9,844	305,000	4.50%	34,763	510,000	4.50%	80,325					1,464,931	243,817	(383,987)	2,150,000	2025	
2026	172,906	(960)	663,112	322,400	540,600	1,698,058		3.75%	0	310,000	4.50%	20,925	510,000	4.50%	57,375					898,300	799,758	415,771	1,330,000	2026	
2027	172,906	1,039		316,200	530,400	1,020,546		3.75%	0	310,000	4.50%	6,975	510,000	4.50%	34,425					861,400	159,146	574,917	510,000	2027	
2028	172,906	1,437			520,200	694,544		3.75%	0		4.50%	0	510,000	4.50%	11,475	650,000			1,171,475	(476,931)	97,986	0	2028		
2029	172,906	245				173,151		3.75%	0		4.50%	0		4.50%	0				0	0	173,151	271,137	0	2029	
2030	172,906	678				173,584		3.75%	0		4.50%	0		4.50%	0				0	0	173,584	444,722	0	2030	
2031	172,906	1,112				174,018	0	3.75%	0	0	4.50%	0	0	4.50%	0				0	0	174,018	618,740	0	2031	
2032	172,906	1,547				174,453		3.75%			4.50%			4.50%					0	0	174,453	793,193	0	2032	
Total	2,433,991	(20,716)	5,968,006	3,397,400	5,634,500	17,413,181	4,170,000		900,000	3,060,000		690,300	5,075,000		1,144,688	1,100,000	405,000	75,000	16,619,988					Total	

Notes:
NO Revenue Share from TID #5
 Phase I CBL Payment of 75% of cash flow starting in 2018
 Phase II & Phase III CBL Payments based on level principal + 2% interest

CASH FLOW – COMBINED W/REVENUE SHARE

City of Wausau

Tax Increment District #3

Combined Cash Flow w/Ramp & TID #5 Revenue Share

Year	Projected Revenues					Expenditures				Balances			Year
	Base Revenues	CBL Revenues	Interest Earnings/ (Cost)	Revenue Share - TID #5	Total Revenues	BASE TID Expenditures	CBL TID Expenditures	Parking Ramp	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2014	0	0			0					0	(3,248,091)	22,053,447	2014
2015	1,953,669	0	(8,120)		1,945,549	2,771,600	75,000		2,846,600	(901,051)	(4,149,142)	20,258,447	2015
2016	2,197,284	0	(10,373)	1,065,000	3,251,912	2,076,961	741,375		2,818,336	433,576	(3,715,566)	22,773,447	2016
2017	2,203,764	0	(9,289)	1,065,000	3,259,475	2,277,615	683,875		2,961,490	297,985	(3,417,581)	23,678,447	2017
2018	2,272,030	1,122,415	(8,544)	1,065,000	4,450,901	3,140,428	1,124,338		4,264,765	186,136	(3,231,445)	25,373,447	2018
2019	2,304,417	1,722,815	(8,079)	1,065,000	5,084,154	2,340,347	1,686,781		4,027,128	1,057,026	(2,174,419)	22,218,447	2019
2020	2,326,018	1,786,418	(5,436)	1,065,000	5,172,001	2,322,360	1,634,394		3,956,754	1,215,247	(959,172)	19,038,000	2020
2021	2,347,836	1,770,218	(2,398)	1,060,000	5,175,656	2,147,911	1,606,538		3,754,449	1,421,207	462,035	15,960,000	2021
2022	2,369,871	1,754,018	1,155		4,125,044	1,372,361	1,577,744	12,000,000	14,950,105	(10,825,061)	(10,363,025)	13,590,000	2022
2023	2,392,127	1,737,818	(25,908)		4,104,037	1,048,252	1,572,544		2,620,796	1,483,242	(8,879,784)	11,465,000	2023
2024	2,414,605	1,726,618	(22,199)		4,119,024	1,032,680	1,521,294		2,553,974	1,565,050	(7,314,734)	9,325,000	2024
2025	2,437,308	1,710,318	(18,287)		4,129,339	1,016,338	1,464,931		2,481,269	1,648,070	(5,666,664)	7,175,000	2025
2026	2,460,238	1,699,018	(14,167)		4,145,090	1,003,690	898,300		1,901,990	2,243,100	(3,423,564)	5,530,000	2026
2027	2,483,397	1,019,506	(8,559)		3,494,345	1,082,880	861,400		1,944,280	1,550,065	(1,873,499)	3,775,000	2027
2028	2,506,788	693,106	(4,684)		3,195,211	1,069,370	1,171,475		2,240,845	954,366	(919,133)	2,310,000	2028
2029	2,530,413	172,906	(2,298)		2,701,022	1,044,995	0		1,044,995	1,656,027	736,894	1,345,000	2029
2030	2,554,275	172,906	1,842		2,729,023	921,376	0		921,376	1,807,647	2,544,541	470,000	2030
2031	2,578,374	172,906	6,361		2,757,642	502,563	0		502,563	2,255,080	4,799,621	0	2031
2032	2,543,416	172,906	11,999		2,728,321	0	0		0	2,728,321	7,527,942	0	2032
Total	42,875,831	17,433,896	(126,982)	6,385,000	66,567,745	27,171,725	16,619,988	12,000,000	55,791,712				Total

Notes:

2022 Miscellaneous Project is Construction of New Parking Ramp, approximately \$11,000,000 borrowing

SECTION 11: Annexed Property

There are no lands within the Territory proposed to be included within the District by this amendment that were annexed by the City on or after January 1, 2004.

SECTION 12: Estimate of Additional Property to be Devoted to Retail Business

The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Amended Project Plan.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Wausau Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development and/or Redevelopment of the City of Wausau

This amendment contributes to the orderly development and/or redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. Failure to undertake improvements to the Wausau Center Mall will ensure continued value degradation of the mall property.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

SECTION 18:
Opinion of Attorney for the City of Wausau Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

December 16, 2015

SAMPLE

Mayor James Tipple
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

RE: City of Wausau, Wisconsin Tax Incremental District No. 3 Amendment

Dear Mayor:

As City Attorney for the City of Wausau, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Section 66.1105 of the Wisconsin Statutes. This opinion is provided pursuant to Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Anne Jacobson
City of Wausau

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.													
Statement of Taxes Data Year:		2014		Percentage									
County	12,741,256			18.37%									
Technical College	2,994,215			4.32%									
Municipality	27,573,426			39.75%									
School District of Wausau	26,063,439			37.57%									
Total	69,372,336												
Revenue Year	County	Municipality	School District	Technical College	Total	Revenue Year							
2015	343,209	742,740	702,066	80,655	1,868,669	2015							
2016	376,688	815,193	770,551	88,522	2,050,955	2016							
2017	380,455	823,345	778,257	89,408	2,071,465	2017							
2018	392,810	850,081	803,529	92,311	2,138,731	2018							
2019	396,738	858,582	811,564	93,234	2,160,118	2019							
2020	400,705	867,168	819,680	94,166	2,181,719	2020							
2021	404,712	875,840	827,877	95,108	2,203,537	2021							
2022	408,759	884,598	836,155	96,059	2,225,572	2022							
2023	412,847	893,444	844,517	97,020	2,247,828	2023							
2024	416,975	902,379	852,962	97,990	2,270,306	2024							
2025	421,145	911,402	861,492	98,970	2,293,009	2025							
2026	425,356	920,516	870,107	99,959	2,315,939	2026							
2027	429,610	929,722	878,808	100,959	2,339,098	2027							
2028	433,906	939,019	887,596	101,969	2,362,489	2028							
2029	438,245	948,409	896,472	102,988	2,386,114	2029							
2030	442,628	957,893	905,437	104,018	2,409,975	2030							
2031	447,054	967,472	914,491	105,058	2,434,075	2031							
2032	451,524	977,147	923,636	106,109	2,458,416	2032							
<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="border: none;"></td> <td style="border: none;">7,423,367</td> <td style="border: none;">16,064,951</td> <td style="border: none;">15,185,196</td> <td style="border: none;">1,744,503</td> <td style="border: none;">40,418,016</td> <td style="border: none;"></td> </tr> </table>								7,423,367	16,064,951	15,185,196	1,744,503	40,418,016	
	7,423,367	16,064,951	15,185,196	1,744,503	40,418,016								
Notes: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.													

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND PLAN COMMISSION	
Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 5, City of Wausau, Wisconsin	
Committee Action:	Econ Dev: Approved 5-0 Plan Comm: Approved 6-0
Fiscal Impact:	This amendment will reduce the annual increment earned and return the revenue to the General Budget
File Number:	97-0404
Date Introduced:	December 22, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: TID #5 Revenue</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Amount will vary depending on changing values of property eliminated</i>
	<i>TID Source: Increment Revenue <input checked="" type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

WHEREAS, the City of Wausau (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 5 (the “District”) was created by the City on July 8, 1997 as an industrial district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such amendment will cause territory to be subtracted from the District, adding to the tax base of the City and all overlapping taxing jurisdictions; and

WHEREAS, an amended Project Plan for the District (the “Amendment”) has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;

- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Marathon County, the Wausau School District, and the Northcentral Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on December 15, 2015 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Common Council may amend any tax incremental district, the Plan Commission must designate the boundaries of such amended District and approve the Project Plan amendment for such District and submit its recommendation concerning the amendment of the District and the Project Plan to the Common Council;

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 5, City of Wausau", are hereby amended as specified in Exhibit A of this Resolution.
2. The territory being subtracted from the District shall no longer be part of the District effective as of January 1, 2016.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.
 - (b) Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains an industrial district based on the identification and classification of the property included within the District; and
 - (c) There are no additional improvements as a result of this amendment.

- (d) The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (e) The project costs will not change as a result of this amendment.
 - (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The amended Project Plan for "Tax Incremental District No. 5, City of Wausau" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b) and to pay the fee(s) associated with such determination.

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes, that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.15, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65e, pursuant to Wisconsin Statutes.

Adopted this _____ day of _____, 2015.

James E. Tipple, Mayor

Toni Rayala, City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 5
CITY OF WAUSAU**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 3
CITY OF WAUSAU**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, December 15, 2015 at 4:30 p.m. in the Council Chambers at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Travis Lepinski, Maryanne Groat, Brad Lenz, Mayor Jim Tipple, Gary Gisselman, Eric Lindman, Will Gomez, Karen Kellbach, Rob Mielke, David Oberbeck, Bruce Bohlken, Elizabeth Fields, Joe Mella, other interested parties and the Media

CONSIDERATION OF "RESOLUTION DESIGNATING PROPOSED AMENDED BOUNDARIES AND APPROVING A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL DISTRICT NO. 5, CITY OF WAUSAU, WISCONSIN"

Nutting motioned to approve project plan and boundary amendments. Neal seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Atwell, Oberbeck, Bohlken

Others Present: Rasmussen, Nagle, Wagner, Nutting, Neal, Lenz, DeSantis, Hebert, Groat, Field, Mella, Cosson, Schock

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

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

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Elizabeth Field, 2007 Lamont Street, Wausau River District, said the citizens and owners of properties in the Downtown River District support the reinvigoration of the Wausau Center Mall. The Wausau Center Mall is a retail attraction and an anchor for the Central Business District. The results of the mall operations exceed \$47 million per year and employ hundreds of residents. The continued operation of a shopping mall in this area is the best option to be a viable destination. Field said Mark Craig, who wasn't able to attend, is also a strong supporter of this amendment. Field urged the commission members to support the amendment.

Joe Mella, 500 North 1st Street, Central Wausau Progress, said that he feels bad that he wasn't in the area for the original mall project. The original project took a risk and was rewarded. There is an opportunity to do it again. Mella said he is fortunate to help do it and said he and the board endorse the modifications. Mella said he is reminded of the goals of the city of Wausau. Cities are not just about plowing streets and providing police and fire protection; they are about creating a sense of place. This is an opportunity to reinvigorate the mall, creates an anchor, and helps to drive the downtown.

Mayor Tipple closed the three public hearings.

Phil Cosson, Ehlers Inc., said there are 3 project plans for consideration and went over the process of Tax Incremental District projects. The Joint Review Board met earlier today at 3:30 p.m. and will meet again on January 4. The next step would be to go to Common Council next week. This is the first approval. This is a plan; it is not a budget or an exact execution. The plans establish the next steps of entering into development agreement process.

Cosson discussed the territory amendment of Project Plan #5 first. Tax Incremental District #5 was created in 1997 and there have been 3 separate amendments. The boundaries will be shrunk. On Page 3 of the project plan, a map shows the area that will be removed and retained from the plan. The benefit of removing parcels is that the valuation will fall back on the tax rolls. The city has experienced some development in this area and the value will not be shared with Tax Incremental District #3. There are some vacant parcels that the tax base will not be shared when the parcels are developed. The estimated value of the parcels being removed is \$11 million. The parcels that will be retained are Eastbay, Wausau Window and Wall, Polywood Fabrication, and a parcel owned by city of Wausau and the revenue will be shared with Tax Incremental District #3.

The second amendment would allow revenue from Tax Incremental District #5 to be shared with Tax Incremental District #3. The decision to share the revenue the entire life of the district would be an annual decision. On page 1 of the plan, based on current cash flows, \$6 million could be shared. By sharing the revenue, the anticipated closure of the district would be extended from 2016 to 2020. A cash flow of the plan is shown on page 10 of the plan and shows the projected revenue of the district. This plan will allow the city to make payments for existing obligations and share revenue.

The third amendment is more involved. Tax Incremental District #3 was created in 1994 and has gone through a series of amendments. In 2013, the district was allowed to stay open longer and to have the expenditure period extended. On page 6, the plan outlines loans to CBL in Phases 1 and 2. Concessions, parking fee, and payments are being discussed. Some public improvements and street improvements have

been added to the plan. The anticipated cost of the new projects is \$13.7 million. Page 7 of the plan highlights the large expenditure for a parking ramp, which was already approved. On page 11 of the plan, a map details the parcels that will be added that have the potential for redevelopment. A series of the cash flows are show on pages 28-30 of the plan. There are 2 large projects that are being proposed. The cash flows show the need of the revenue sharing. Both projects will be complete and the district will close by 2030. The plans will change over time and an annual review is necessary.

Wagner said that according to the plan, less than 35% of the territory, as amended, would be devoted to retail and said that he would think that it would 90-100% retail. Cosson said there were conversations on what the percentage should be. Groat said it is the overall district and there is a lot of commercial property, which is not retail. The amendment does not include Sears or Younkens. This language is to deal with the mixed use. This is a blighted district and may not matter. Wagner said he appreciates the definition between commercial and retail.

Atwell asked if the loan terms for Phase 2 will be negotiated. Schock said they are a negotiating a framework that will be enacted immediately for Phase 1 and will be available on a case-by-case basis for Phase 2. The terms would not be locked down and would be approved based on the opportunity.

Oberbeck said that as Younkens is moved, value will be a lost and asked if that is accommodated in this plan. Schock said the loss has been significant and this will stabilize it. The goal would be to redevelop it as fast as possible. Oberbeck asked what tools would be proposed to use for Younkens redevelopment. Schock said it would an opportunity for CBL, city of Wausau, or a joint partnership for purchasing it. CBL has some ideas. The mall needs to be reinvented; the JC Penney space is harder to develop and it is best designed as a department store. The current Younkens location can be divided and is more marketable. Oberbeck said he sees a loss of revenue that will be seen in the general tax levy and any gain will be seen is in Tax Incremental District #3. The committee reviewed the map multiple occasions and would be seen as blighted parcels and will have the opportunity for redevelopment. The district will benefit from improved development in the area.

Atwell asked if the 2% is a projected rate for the 2nd phase because there is potential for an increase in borrowing costs. Schock said the terms would be negotiated on a case-by-case basis.

Rasmussen said the city has a long list of public-private partnerships that have changed the face of neighborhoods. CBL has undertaken similar ventures in other areas with success. The renewals of a lot of the leases in the mall depend on what is done here. The riverfront developing and the mall revitalization would be a prime example of progress in central Wausau. This will bring new life in the district. The model has worked 30 years, but the space needs to be reenergized. There isn't any other likely way to reinvigorate the mall and time is running out. Phases 2 and 3 will be very exciting.

Nagle said that every urban area needs a heart and the city of Wausau has a strong downtown heartbeat that affects the metropolitan area. A lot of work was done to get the original project done in 1981 and that is the same sort of work that needs to be done now. There wouldn't be Weston or Rib Mountain without the mall and the downtown. Political will and courage is needed to recreate the area. This is the reason for the tax increment law. Nagle said he is supportive of the resolutions.

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

PUBLIC HEARING: Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Atwell motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Gisselman seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

December 16, 2015

Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 5



CITY OF WAUSAU, WISCONSIN

Organizational Joint Review Board Meeting Held:	December 15, 2015
Public Hearing Held:	December 15, 2015
Consideration for Approval by Plan Commission:	December 15, 2015
Consideration for Adoption by Common Council:	Scheduled for: December 22, 2015
Consideration for Approval by the Joint Review Board:	Scheduled for: January 4, 2016



Tax Incremental District No. 5 Territory & Project Plan Amendment

City of Wausau Officials

Common Council

James Tipple	Mayor
William Nagle	Council Member
Romey Wagner	Council Member
David Nutting	Council Member
Tom Neal	Council Member
Gary Gisselman	Council Member
Keene Winters	Council Member
Lisa Rasmussen	Council Member
Karen Kellbach	Council Member
David Oberbeck	Council Member
Sherry Abitz	Council Member
Robert Mielke	Council Member

City Staff

Toni Rayala	City Clerk
Maryanne Groat	Finance Director
Anne Werth	Community Development Director
Brad Lenz	City Planner
Anne Jacobson	City Attorney

Plan Commission

Mayor James Tipple	Phil Valitchka
Eric Lindman	Tom Atwell
David Oberbeck	Bruce Bohlken



Standing Joint Review Board

Gary Gisselman

Audrey Jensen

Jane Kittel

Robert Tess

John Opolka

City Representative

Marathon County

Northcentral Technical College District

Wausau School District

Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 5 (the “TID” or “District”) is an existing industrial district, which was created by a resolution of the City of Wausau (“City”) Common Council adopted on July 8, 1997(the “Creation Resolution”).

Amendments

The Donor District was previously amended in 2001 and 2007, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. These amendments were the first and second of four territory amendments permitted for this District.

The Donor District was previously amended in 2012, whereby a resolution was adopted to amend the list of projects to be undertaken.

Purpose of this Amendment

The City proposes to remove specified parcels from the District whose inclusion is no longer necessary for District cash flow purposes. This will enable the City and other overlying taxing jurisdictions to receive the benefit of the release of the associated incremental value into the general tax base beginning in 2017. Subtracting the territory would not alter the closure date of the district, however congruently to this amendment, the City is also looking to share increment revenue with another tax increment district. A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District’s boundaries.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made: Since the purpose of this amendment is solely to subtract property, these tests cannot be applied in the conventional way. The Joint Review Board has previously concluded that these tests have been met. Accordingly, the City finds that it is reasonable to conclude these tests continue to be satisfied.

- The project costs will not change as a result of this amendment.
- There are no additional improvements as a result of this amendment.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on July 8, 1997by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 1997.

The existing District is an “Industrial District,” created on a finding that at least 50%, by area, of the real property within the District was zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101. The District will remain in compliance with this finding after the subtraction of the Territory identified in this Amendment. The Preliminary Parcel list found in Section 5 of this plan provides a calculation demonstrating continued compliance with the 50% test.

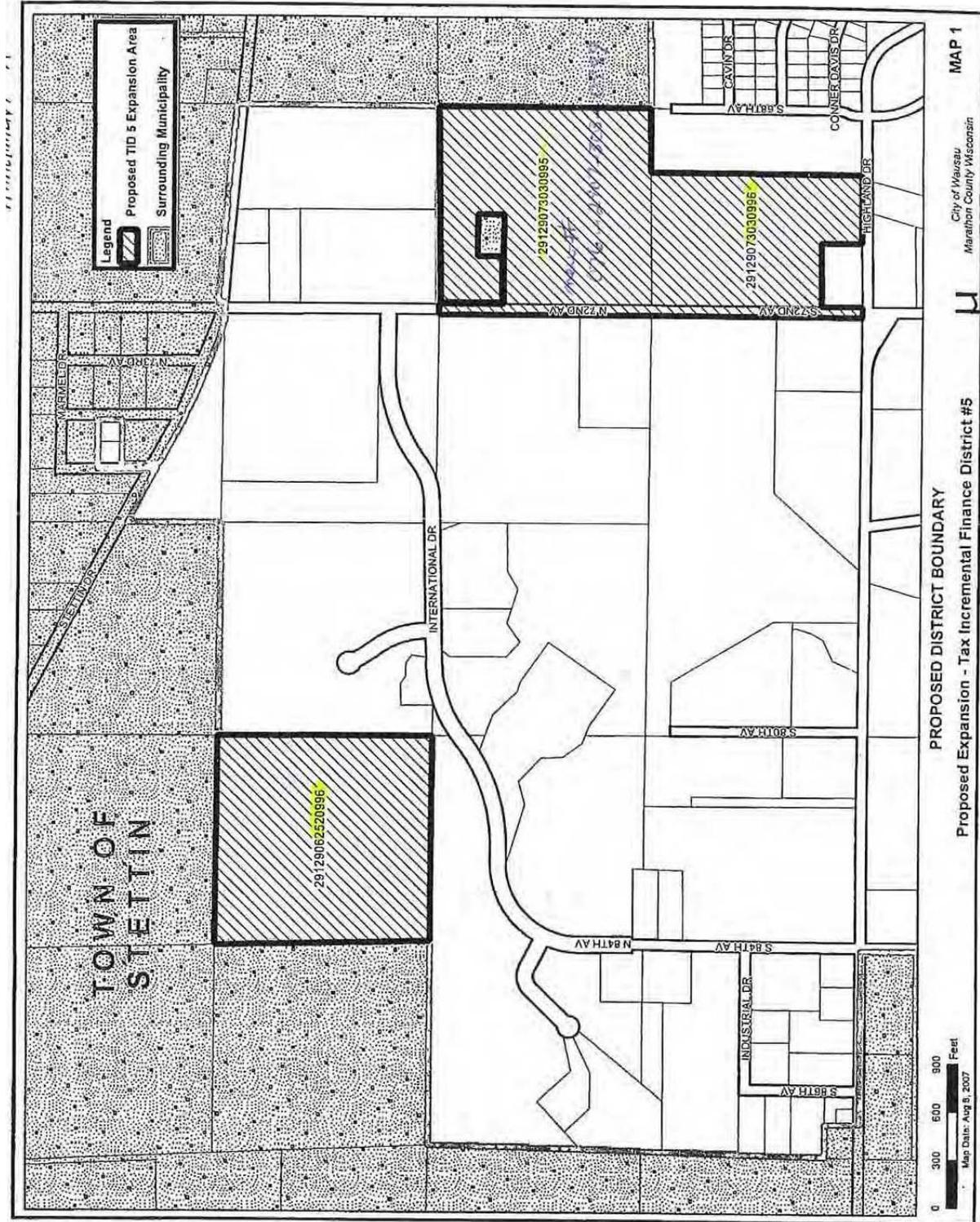
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the District have been amended twice prior to this Amendment.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

The purpose of the Amendment is to remove specified parcels from the District whose inclusion is no longer necessary for District cash flow purposes. This will enable the City and other overlying taxing jurisdictions to receive the benefit of the release of the associated incremental value into the general tax base beginning in 2017. Subtracting the identified Territory would not alter the anticipated closure date, however congruent to this effort the City is also contemplating sharing increment revenues with another tax increment district.

A map depicting the boundaries of the District is found in Section 3 of this Plan. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution, the District remains an Industrial District based on the identification and classification of the property included within the District.

Current TID 5 Boundary.
 Reflects 1997 creation, 2001 & 2007 Territory Amendments to Add Property



SECTION 4: Map Showing Existing Uses and Conditions Within The Territory Remaining

There will be no change to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5: Preliminary Parcel List and Analysis Within The Territory Remaining

See last page in this document – Exhibit B.

SECTION 6: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 8: Map Showing Proposed Improvements and Uses Within The Territory Remaining

There will be no change to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 9: Detailed List of Project Costs

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect. It is not anticipated that any additional costs will be incurred with this district.

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

There will be no additional project financing as part of this amendment.

Implementation and Financing Timeline

There are no proposed changes to the projects or projects costs identified in the Original and/or Amended Project Plan documents.

Increment Revenue Projections

City of Wausau											
Tax Increment District # 5											
Tax Increment Projection Worksheet											
Type of District		Ind (Pre 10-1-04)		Base Value		Apply to Base Value					
Creation Date		July 8, 1997		108,914		1.00%					
Valuation Date		Jan 1, 1997		\$26.60							
Max Life (Years)		23		Rate Adjustment Factor							
Expenditure Periods/Termination		January 18, 1900 / 7/8/2015		Tax Exempt Discount Rate		1.50%					
Revenue Periods/Final Year		January 23, 1900 / July 13, 1905		Taxable Discount Rate							
Extension Eligibility/Years		Yes / January 0, 1900									
Recipient District		No									
Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation		
16	0	2013	0	44,542,400	2014	\$26.60	1,184,828	1,184,828	933,681		
17	0	2014	445,424	44,568,100	2015	\$26.60	1,185,511	2,370,339	1,854,095		
18	0	2015	445,681	47,802,700	2016	\$26.60	1,271,552	3,641,891	2,826,719		
19	(11,016,295)	2016	478,027	36,786,405	2017	\$26.60	978,518	4,620,409	3,564,138		
20	0	2017	367,864	37,154,269	2018	\$26.60	988,304	5,608,713	4,297,924		
21	0	2018	371,543	37,525,811	2019	\$26.60	998,187	6,606,900	5,028,096		
22	0	2019	375,258	37,901,070	2020	\$26.60	1,008,168	7,615,068	5,754,670		
23	0	2020	379,011	38,280,080	2021	\$26.60	1,018,250	8,633,318	6,477,666		
Totals		(11,016,295)		2,862,808		Future Value of Increment		8,633,318			

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Wausau Tax Increment District # 5 Cash Flow Projection												
Year	Projected Revenues			Expenditures					Balances			
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	2010 B Refunding		Other	Other Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year
				Dated Date: Principal	Est. Rate	Interest						
2014	1,185,511		1,185,511	260,000		21,028		0	904,483	(198,888)	815,000	2014
2015	1,271,552		1,271,552	270,000		13,598	10,000	281,028	977,954	705,595	555,000	2015
2016	978,518		978,518	285,000		4,774		293,598	688,744	1,683,549	285,000	2016
2017	988,304		988,304					289,774	988,304	2,372,294	0	2017
2018	998,187		998,187					0	998,187	3,360,597		2018
2019	1,008,168		1,008,168					0	998,187	4,358,784		2019
2020	1,018,250		1,018,250					0	1,008,168	5,366,952		2020
2021								0	1,018,250	6,385,202		2021
Total	7,448,490	0	7,448,490	815,000		39,400	10,000	864,400				Total

Notes: Projected TID Closure

SECTION 11: Annexed Property

No territory will be added to the District.

SECTION 12: Estimate of Remaining Property to be Devoted to Retail Business

The City estimates that less than 35% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Amended Project Plan. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Wausau Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development and/or Redevelopment of the

This amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the City of Wausau Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

December 16, 2015

SAMPLE

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

RE: City of Wausau, Wisconsin Tax Incremental District No. 5 Amendment

Dear Mayor:

As City Attorney for the City of Wausau, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Section 66.1105 of the Wisconsin Statutes. This opinion is provided pursuant to Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Anne Jacobson
City of Wausau

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.													
Statement of Taxes Data Year:		2014		Percentage									
County	12,741,256			18.37%									
Technical College	2,994,215			4.32%									
Municipality	27,573,426			39.75%									
School District of Wausau	26,063,439			37.57%									
Total	69,372,336												
Revenue Year	County	Municipality	School District of Wausau	Technical College	Total	Revenue Year							
2014	217,611	470,934	445,144	51,139	1,184,828	2014							
2015	217,737	471,205	445,401	51,168	1,185,511	2015							
2016	233,539	505,404	477,727	54,882	1,271,552	2016							
2017	179,719	388,932	367,633	42,234	978,518	2017							
2018	181,517	392,821	371,309	42,657	988,304	2018							
2019	183,332	396,749	375,022	43,083	998,187	2019							
2020	185,165	400,717	378,773	43,514	1,008,168	2020							
2021	187,017	404,724	382,560	43,949	1,018,250	2021							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>1,585,637</u></td> <td style="text-align: center;"><u>3,431,485</u></td> <td style="text-align: center;"><u>3,243,569</u></td> <td style="text-align: center;"><u>372,627</u></td> <td style="text-align: center;"><u>8,633,318</u></td> <td colspan="2"></td> </tr> </table>							<u>1,585,637</u>	<u>3,431,485</u>	<u>3,243,569</u>	<u>372,627</u>	<u>8,633,318</u>		
<u>1,585,637</u>	<u>3,431,485</u>	<u>3,243,569</u>	<u>372,627</u>	<u>8,633,318</u>									
<p>Notes: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.</p>													

Exhibit B:
Preliminary Parcel List and Analysis Within The Territory Remaining

City of Wausau, WI																							Assessment Roll Classification? <small>(Residential = Class 1, Commercial = Class 2, Manufacturing = Class 3, Ag = Class 4, Undeveloped = Class 5, Ag Forest = Class 5M, Forest = Class 6, Other = Class 7 & Exempt = X)</small>					
TID NO. 5 Industrial Boundary Subtraction and Sharing Amendment																												
Base Property Information - Parcels to Remain as TID 5																												
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04? <small>...Indicate date</small>	Municipally Owned? <small>...Indicate Specific Parcel Property Use</small>	Assessment Information				Creation Equalized Value				January 1, 2015 Equalized Value				District Classification					District Classification					
						Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/Conservation	Vacant	
291-2906-251-0975	7800 International Drive	APOGEE WAUSAU GROUP	48.695	08/14/2007 Town of Stettin	No	999,700	14,567,700	791,000	16,358,400	100.52%	71,257	0	0	71,257	100.52%	994,500	14,491,600	786,800	16,272,900	49.725				49.73			48.70	3
291-2906-251-0978	7750 International Drive	CITY OF WAUSAU	8.530	No	Stormwater Retention Pond				0	100.52%	0	0	0	0	100.52%	0	0	0	0	8.53				8.53			8.53	3
291-2906-251-0972	500 N 72nd Avenue	EASTBAY INC.	22.781	No	No	496,200	11,800,200	6,871,200	19,167,600	100.52%	13,658	0	0	13,658	100.52%	493,609	11,738,587	6,835,323	19,067,519		22.781			22.78			22.78	2
291-2906-254-0990	7801 International Drive	SUTHERS FAMILY	5.23	No	No	105,100	1,264,800	193,100	1,563,000	100.52%	24,000	0	0	24,000	100.52%	104,600	1,258,200	192,100	1,554,900	5.23				5.23			5.23	3
Total Acreage			85.24			1,601,000	27,632,700	7,855,300	37,089,000		108,915	0	0			1,592,709	27,488,387	7,814,223		63.485	22.781	0	0	86.266	0	0	85.237	
										Confirmed Base Value				108,915					Revised Value (Increment & Base)				36,895,319					

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND PLAN COMMISSION	
Approving an Amendment to the Project Plan of Tax Incremental District No. 5, City of Wausau, Wisconsin to share Increment with Tax Increment District Number Three	
Committee Action: Econ Dev: Approved 5-0 Plan Comm: Approved 6-0	
Fiscal Impact: Revenue Sharing Projected at \$6,385,000	
File Number: 97-0404	Date Introduced: December 22, 2015

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

WHEREAS, the City of Wausau (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and,

WHEREAS, Tax Incremental District No. 5 (the “District”) was created by the City on July 8, 1997 as an industrial district; and,

WHEREAS, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105, (the "Tax Increment Law"); and,

WHEREAS, such amendment will allow for the District to share surplus increments with Tax Incremental District No. 3 under the provisions of Wisconsin Statutes Section 66.1105(6)(f); and,

WHEREAS, an amended Project Plan for the District (the “Amendment”) has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;

- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Marathon County, the Wausau School District, and the Northcentral Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and,

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on December 15, 2015 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and,

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan for the District;

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

- 1. The boundaries of the District shall be named "Tax Incremental District No. 5, City of Wausau", remain unchanged as specified in Exhibit A of this resolution.
- 2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it is further approved by the Joint Review Board.
- 3. The Common Council finds and declares that:
 - a. Not less than 50%, by area, of the real property within the District is and remains suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101.
 - b. Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains declared as an industrial district based on the identification and classification of the property included within the District.
 - c. There are no additional improvements as a result of this amendment.

- d. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - e. The project costs will not change as a result of this amendment.
 - f. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The amended Project Plan for "Tax Incremental District No. 5, City of Wausau" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of the amendment, that this amendment has taken place pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(cm).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to make notations to the assessment roll under Wisconsin Statutes Section 70.45, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65, pursuant to Wisconsin Statutes.

Adopted this _____ day of _____, 2015.

James E. Tipple, Mayor

Toni Rayala, City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 5
CITY OF WAUSAU**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, December 15, 2015 at 4:30 p.m. in the Council Chambers at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Travis Lepinski, Maryanne Groat, Brad Lenz, Mayor Jim Tipple, Gary Gisselman, Eric Lindman, Will Gomez, Karen Kellbach, Rob Mielke, David Oberbeck, Bruce Bohlken, Elizabeth Fields, Joe Mella, other interested parties and the Media

CONSIDERATION OF "RESOLUTION APPROVING A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL DISTRICT NO. 5, CITY OF WAUSAU, WISCONSIN"

Nutting motioned to approve resolution for project plan amendment. Neal seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, December 15, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Atwell, Oberbeck, Bohlken

Others Present: Rasmussen, Nagle, Wagner, Nutting, Neal, Lenz, DeSantis, Hebert, Groat, Field, Mella, Cosson, Schock

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

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

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Elizabeth Field, 2007 Lamont Street, Wausau River District, said the citizens and owners of properties in the Downtown River District support the reinvigoration of the Wausau Center Mall. The Wausau Center Mall is a retail attraction and an anchor for the Central Business District. The results of the mall operations exceed \$47 million per year and employ hundreds of residents. The continued operation of a shopping mall in this area is the best option to be a viable destination. Field said Mark Craig, who wasn't able to attend, is also a strong supporter of this amendment. Field urged the commission members to support the amendment.

Joe Mella, 500 North 1st Street, Central Wausau Progress, said that he feels bad that he wasn't in the area for the original mall project. The original project took a risk and was rewarded. There is an opportunity to do it again. Mella said he is fortunate to help do it and said he and the board endorse the modifications. Mella said he is reminded of the goals of the city of Wausau. Cities are not just about plowing streets and providing police and fire protection; they are about creating a sense of place. This is an opportunity to reinvigorate the mall, creates an anchor, and helps to drive the downtown.

Mayor Tipple closed the three public hearings.

Phil Cosson, Ehlers Inc., said there are 3 project plans for consideration and went over the process of Tax Incremental District projects. The Joint Review Board met earlier today at 3:30 p.m. and will meet again on January 4. The next step would be to go to Common Council next week. This is the first approval. This is a plan; it is not a budget or an exact execution. The plans establish the next steps of entering into development agreement process.

Cosson discussed the territory amendment of Project Plan #5 first. Tax Incremental District #5 was created in 1997 and there have been 3 separate amendments. The boundaries will be shrunk. On Page 3 of the project plan, a map shows the area that will be removed and retained from the plan. The benefit of removing parcels is that the valuation will fall back on the tax rolls. The city has experienced some development in this area and the value will not be shared with Tax Incremental District #3. There are some vacant parcels that the tax base will not be shared when the parcels are developed. The estimated value of the parcels being removed is \$11 million. The parcels that will be retained are Eastbay, Wausau Window and Wall, Polywood Fabrication, and a parcel owned by city of Wausau and the revenue will be shared with Tax Incremental District #3.

The second amendment would allow revenue from Tax Incremental District #5 to be shared with Tax Incremental District #3. The decision to share the revenue the entire life of the district would be an annual decision. On page 1 of the plan, based on current cash flows, \$6 million could be shared. By sharing the revenue, the anticipated closure of the district would be extended from 2016 to 2020. A cash flow of the plan is shown on page 10 of the plan and shows the projected revenue of the district. This plan will allow the city to make payments for existing obligations and share revenue.

The third amendment is more involved. Tax Incremental District #3 was created in 1994 and has gone through a series of amendments. In 2013, the district was allowed to stay open longer and to have the expenditure period extended. On page 6, the plan outlines loans to CBL in Phases 1 and 2. Concessions, parking fee, and payments are being discussed. Some public improvements and street improvements have

been added to the plan. The anticipated cost of the new projects is \$13.7 million. Page 7 of the plan highlights the large expenditure for a parking ramp, which was already approved. On page 11 of the plan, a map details the parcels that will be added that have the potential for redevelopment. A series of the cash flows are show on pages 28-30 of the plan. There are 2 large projects that are being proposed. The cash flows show the need of the revenue sharing. Both projects will be complete and the district will close by 2030. The plans will change over time and an annual review is necessary.

Wagner said that according to the plan, less than 35% of the territory, as amended, would be devoted to retail and said that he would think that it would 90-100% retail. Cosson said there were conversations on what the percentage should be. Groat said it is the overall district and there is a lot of commercial property, which is not retail. The amendment does not include Sears or Younkens. This language is to deal with the mixed use. This is a blighted district and may not matter. Wagner said he appreciates the definition between commercial and retail.

Atwell asked if the loan terms for Phase 2 will be negotiated. Schock said they are a negotiating a framework that will be enacted immediately for Phase 1 and will be available on a case-by-case basis for Phase 2. The terms would not be locked down and would be approved based on the opportunity.

Oberbeck said that as Younkens is moved, value will be a lost and asked if that is accommodated in this plan. Schock said the loss has been significant and this will stabilize it. The goal would be to redevelop it as fast as possible. Oberbeck asked what tools would be proposed to use for Younkens redevelopment. Schock said it would an opportunity for CBL, city of Wausau, or a joint partnership for purchasing it. CBL has some ideas. The mall needs to be reinvented; the JC Penney space is harder to develop and it is best designed as a department store. The current Younkens location can be divided and is more marketable. Oberbeck said he sees a loss of revenue that will be seen in the general tax levy and any gain will be seen is in Tax Incremental District #3. The committee reviewed the map multiple occasions and would be seen as blighted parcels and will have the opportunity for redevelopment. The district will benefit from improved development in the area.

Atwell asked if the 2% is a projected rate for the 2nd phase because there is potential for an increase in borrowing costs. Schock said the terms would be negotiated on a case-by-case basis.

Rasmussen said the city has a long list of public-private partnerships that have changed the face of neighborhoods. CBL has undertaken similar ventures in other areas with success. The renewals of a lot of the leases in the mall depend on what is done here. The riverfront developing and the mall revitalization would be a prime example of progress in central Wausau. This will bring new life in the district. The model has worked 30 years, but the space needs to be reenergized. There isn't any other likely way to reinvigorate the mall and time is running out. Phases 2 and 3 will be very exciting.

Nagle said that every urban area needs a heart and the city of Wausau has a strong downtown heartbeat that affects the metropolitan area. A lot of work was done to get the original project done in 1981 and that is the same sort of work that needs to be done now. There wouldn't be Weston or Rib Mountain without the mall and the downtown. Political will and courage is needed to recreate the area. This is the reason for the tax increment law. Nagle said he is supportive of the resolutions.

PUBLIC HEARING: Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

PUBLIC HEARING: Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

This public hearing was held and was discussed under the prior item.

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 3, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Designating Proposed Amended Boundaries and Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Atwell motioned to approve the Resolution designating proposed amended boundaries and approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Gisselman seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015

Consideration of “Resolution Approving a Project Plan Amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin”

Gisselman motioned to approve the Resolution approving a project plan amendment for Tax Incremental District No. 5, City of Wausau, Wisconsin. Bohlken seconded and the motion carried unanimously 6-0. This will go to Common Council on November 22, 2015



December 16, 2015

Project Plan for the Project Plan Amendment of Tax Incremental District No. 5 In Order to Share Increment With Tax Incremental District No. 3



CITY OF WAUSAU, WISCONSIN

Organizational Joint Review Board Meeting Held:	December 15, 2015
Public Hearing Held:	December 15, 2015
Consideration for Adoption by Plan Commission:	December 15, 2015
Consideration for Adoption by Common Council:	Scheduled for: December 22, 2015
Consideration for Approval by the Joint Review Board:	Scheduled for: January 4, 2016



Tax Incremental District No. 5 Project Plan Amendment

City of Wausau Officials

Common Council

James Tipple	Mayor
William Nagle	Council Member
Romey Wagner	Council Member
David Nutting	Council Member
Tom Neal	Council Member
Gary Gisselman	Council Member
Keene Winters	Council Member
Lisa Rasmussen	Council Member
Karen Kellbach	Council Member
David Oberbeck	Council Member
Sherry Abitz	Council Member
Robert Mielke	Council Member

City Staff

Toni Rayala	City Clerk
Maryanne Groat	Finance Director
Anne Werth	Community Development Director
Brad Lenz	City Planner
Anne Jacobson	City Attorney

Plan Commission

Mayor James Tipple	Phil Valitchka
Eric Lindman	Tom Atwell
David Oberbeck	Bruce Bohlken



Standing Joint Review Board

Gary Gisselman

Audrey Jensen

Jane Kittel

Robert Tess

John Opolka

City Representative

Marathon County

Northcentral Technical College District

Wausau School District

Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 5 (The “TID” or “Donor District” or “District”) is an existing industrial district, created by a resolution of the City of Wausau (“City”) Common Council adopted on July 8, 1997 (the “Creation Resolution”).

Type of District, Size and Location

Tax Incremental District (“TID”) No. 3 (The “Recipient District”) is an existing blighted area district, created by a resolution of the Common Council adopted on September 1, 1994.

Amendments

The Donor District was previously amended in 2001 and 2007, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. These amendments were the first and second of four territory amendments permitted for this District.

The Donor District was previously amended in 2012, whereby a resolution was adopted to amend the list of projects to be undertaken.

Purpose of this Amendment

Allow for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f).

Estimated Total Project Expenditures.

The expenditure period of this Existing District terminated on July 8, 2015.

The costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate approximately \$6,385,000 in increment that can be shared with the Recipient District during the eligible sharing period.

Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Amended Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The Donor District has a maximum statutory life of 23 years, and must close not later than July 8, 2020, resulting in a final collection of increment in budget year 2021. Pre-amendment cash flow projections indicate that the District would close in 2016 with the last increment to be collected in 2017. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2016 to 2020.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
- In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
- **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*

2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

- Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.
 5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared an industrial district based on the identification and classification of the property included within the District.
 6. The project costs will not change as a result of this amendment.
 7. There are no additional improvements as a result of this amendment.
 8. The amount of retail business will not change as a result of this amendment.
 9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on July 8, 1997 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 1997.

The District is an “Industrial District,” created on a finding that at least 50%, by area, of the real property within the District was zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101. Since this amendment does not add any territory to the District, the District remains in compliance with this provision. Any real property within the District that was found suitable for

industrial sites and was zoned for industrial use at the time of the creation of the District, or at the time its boundaries were amended, will remain zoned for industrial use for the life of the District.

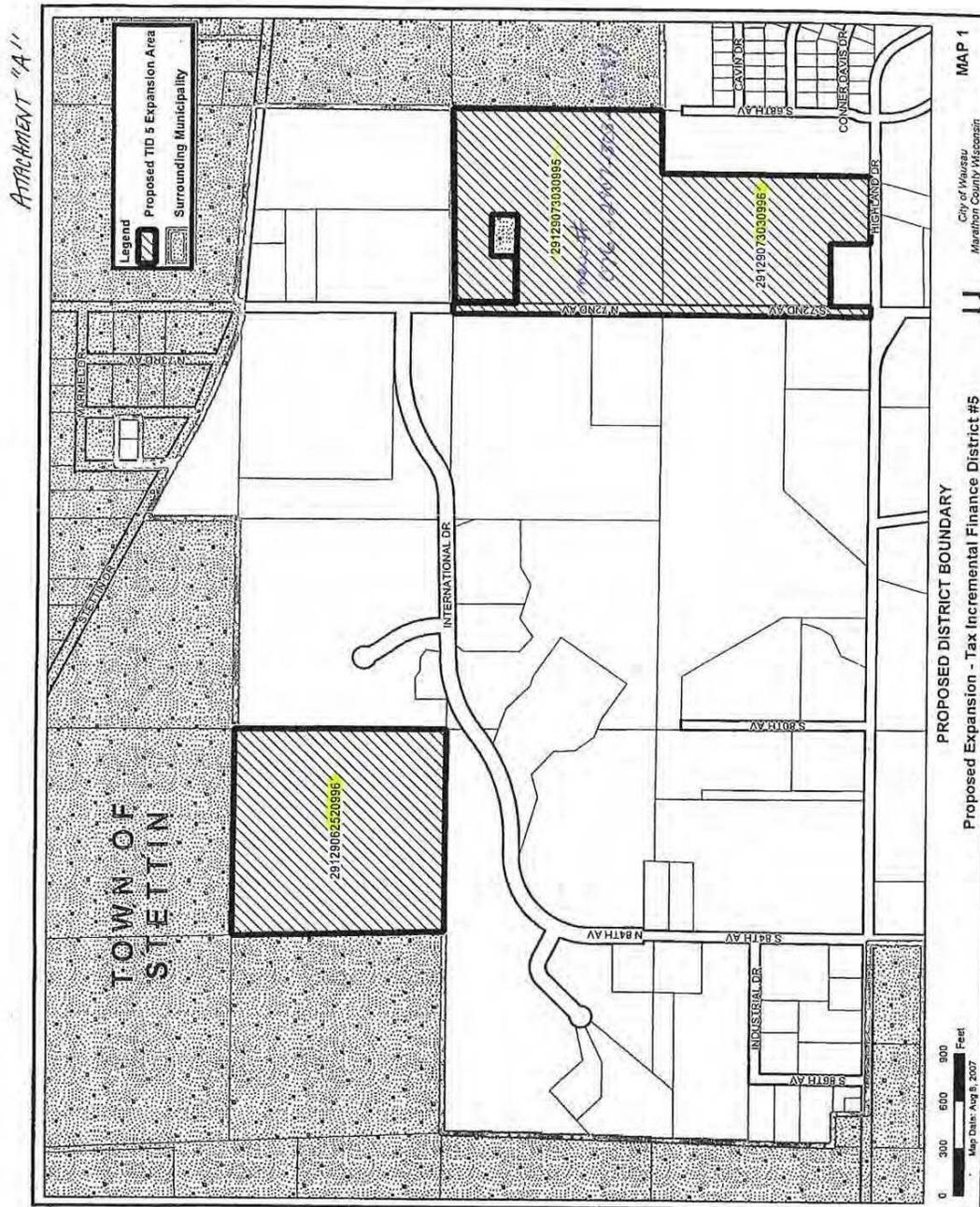
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the Donor District have been amended twice prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains an industrial district based on the identification and classification of the property included within the District.

SECTION 3: Maps of Current Districts Boundary

TID No. 5 Boundary
Reflects 1997 Creation, 2001 & 2007 Territory Amendments to Add Property



SECTION 4: Map Showing Existing Uses and Conditions

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 7: Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or amended Project Plan documents.

SECTION 8: Detailed List of Existing Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or amended Project Plan documents remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105(6)(f) which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The Donor District is able to demonstrate, based on the positive tax increments that are currently generated, that it has sufficient revenues to pay for all project costs that have been incurred under the Project Plan for that District and sufficient surplus revenues to pay for some of the eligible costs of the Recipient District.
- The Recipient District was created upon a finding that not less than 50 percent, by area, of the real property within the District is blighted or in need of rehabilitation, or the project costs in the District are used to create, provide, or rehabilitate low-cost housing or to remediate environmental contamination.

The Donor District and Recipient District have the same overlapping taxing jurisdictions, and the Recipient District was created on a finding that not less than 50 percent, by area, of the real property within the District is blighted.

The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its project costs, and that surplus increments remain that can be allocated to pay some of the project costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

Increment Revenue Projections

City of Wausau

Tax Increment District # 5

Tax Increment Projection Worksheet

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation	
16	0	2013	0	44,542,400	2014	\$26.60	1,184,828	1,184,828	933,681	
17	0	2014	445,424	44,568,100	2015	\$26.60	1,185,511	2,370,339	1,854,095	
18	0	2015	445,681	47,802,700	2016	\$26.60	1,271,552	3,641,891	2,826,719	
19	(11,016,295)	2016	478,027	36,786,405	2017	\$26.60	978,518	4,620,409	3,564,138	
20	0	2017	367,864	37,154,269	2018	\$26.60	988,304	5,608,713	4,297,924	
21	0	2018	371,543	37,525,811	2019	\$26.60	998,187	6,606,900	5,028,096	
22	0	2019	375,258	37,901,070	2020	\$26.60	1,008,168	7,615,068	5,754,670	
23	0	2020	379,011	38,280,080	2021	\$26.60	1,018,250	8,633,318	6,477,666	
Totals							(11,016,295)	2,862,808	Future Value of Increment	8,633,318

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow – Donor District

City of Wausau Tax Increment District # 5 Cash Flow Projection													
Year	Projected Revenues			Expenditures					Balances				
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	2010 B Refunding		Revenue Share with TID #3	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year	Year
			Dated Date:	Est. Rate	Interest								
2014	1,185,511	(497)	1,185,014	260,000	21,028			0	903,986	(198,888)	815,000	2014	
2015	1,271,552	1,763	1,273,315	270,000	13,598			281,028	(75,283)	705,098	555,000	2015	
2016	978,518	1,575	980,093	285,000	4,774			1,348,598	(375,681)	629,815	285,000	2016	
2017	988,304	635	988,939			1,000		1,355,774	(77,061)	254,134	0	2017	
2018	998,187	443	998,629			1,000		1,066,000	(67,371)	177,073		2018	
2019	1,008,168	274	1,008,443			1,000		1,066,000	(57,557)	109,702		2019	
2020	1,018,250	130	1,018,380			10,000		1,070,000	(51,620)	52,145		2020	
2021												2021	
Total	7,448,490	4,323	7,452,813	815,000	39,400	14,000		7,253,400				Total	

Notes:

CASH FLOW – RECIPIENT DISTRICT

City of Wausau Tax Increment District #3 Combined Cash Flow w/Ramp & TID #5 Revenue Share													
Year	Projected Revenues					Expenditures					Balances		
	Base Revenues	CBL Revenues	Interest Earnings/ (Cost)	Revenue Share - TID #5	Total Revenues	BASE TID Expenditures	CBL TID Expenditures	Parking Ramp Expenditures	Total Expenditures	Annual	Cumulative	Principal Outstanding	Year
2014	0	0	0	0	0					0	(3,248,091)	22,053,447	2014
2015	1,953,669	0	(8,120)	1,945,549	2,771,600	75,000			2,846,600	(901,051)	(4,149,142)	20,258,447	2015
2016	2,197,284	0	(10,373)	3,251,912	2,076,961	741,375			2,818,336	433,576	(3,715,566)	22,773,447	2016
2017	2,203,764	0	(9,289)	3,259,475	2,277,615	683,875			2,961,490	297,985	(3,417,581)	23,678,447	2017
2018	2,272,030	1,122,415	(8,544)	4,450,901	3,140,428	1,124,338			4,264,765	186,136	(3,231,445)	25,373,447	2018
2019	2,304,417	1,722,815	(8,079)	5,084,154	2,340,347	1,686,781			4,027,128	1,057,026	(2,174,419)	22,218,447	2019
2020	2,326,018	1,786,418	(5,436)	5,172,001	2,322,360	1,634,394			3,956,754	1,215,247	(959,172)	19,038,000	2020
2021	2,347,836	1,770,218	(2,398)	5,175,656	2,147,911	1,606,538			3,754,449	1,421,207	462,035	15,960,000	2021
2022	2,369,871	1,754,018	1,155	4,125,044	1,372,361	1,577,744		12,000,000	14,950,105	(10,825,061)	(10,363,025)	13,590,000	2022
2023	2,392,127	1,737,818	(25,908)	4,104,037	1,048,252	1,572,544			2,620,796	1,483,242	(8,879,784)	11,465,000	2023
2024	2,414,605	1,726,618	(22,199)	4,119,024	1,032,680	1,521,294			2,553,974	1,565,050	(7,314,734)	9,325,000	2024
2025	2,437,308	1,710,318	(18,287)	4,129,339	1,016,338	1,464,931			2,481,269	1,648,070	(5,666,664)	7,175,000	2025
2026	2,460,238	1,699,018	(14,167)	4,145,090	1,003,690	898,300			1,901,990	2,243,100	(3,423,564)	5,530,000	2026
2027	2,483,397	1,019,506	(8,559)	3,494,345	1,082,880	861,400			1,944,280	1,550,065	(1,873,499)	3,775,000	2027
2028	2,506,788	693,106	(4,684)	3,195,211	1,069,370	1,171,475			2,240,845	954,366	(919,133)	2,310,000	2028
2029	2,530,413	172,906	(2,298)	2,701,022	1,044,995	0			1,044,995	1,656,027	736,894	1,345,000	2029
2030	2,554,275	172,906	1,842	2,729,023	921,376	0			921,376	1,807,647	2,544,541	470,000	2030
2031	2,578,374	172,906	6,361	2,757,642	502,563	0			502,563	2,255,080	4,799,621	0	2031
2032	2,543,416	172,906	11,999	2,728,321	0	0			0	2,728,321	7,527,942	0	2032
Total	42,875,831	17,433,896	(126,982)	66,567,745	27,171,725	16,619,988	12,000,000		55,791,712				Total

Notes:

2022 Miscellaneous Project is Construction of New Parking Ramp, approximately \$11,000,000 borrowing

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Wausau Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

SECTION 14: Orderly Development and/or Redevelopment of the City of Wausau

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Wausau Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

December 16, 2015

SAMPLE

Mayor James Tipple
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

RE: City of Wausau, Wisconsin Tax Incremental District No. 5 Amendment

Dear Mayor:

As City Attorney for the City of Wausau, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Anne Jacobson
City of Wausau

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2014				
				Percentage		
County	12,741,256			18.37%		
Technical College	2,994,215			4.32%		
Municipality	27,573,426			39.75%		
School District of Wausau	26,063,439			37.57%		
Total	69,372,336					
Revenue Year	County	Municipality	School District of Wausau	Technical College	Total	Revenue Year
2014	217,611	470,934	445,144	51,139	1,184,828	2014
2015	217,737	471,205	445,401	51,168	1,185,511	2015
2016	233,539	505,404	477,727	54,882	1,271,552	2016
2017	179,719	388,932	367,633	42,234	978,518	2017
2018	181,517	392,821	371,309	42,657	988,304	2018
2019	183,332	396,749	375,022	43,083	998,187	2019
2020	185,165	400,717	378,773	43,514	1,008,168	2020
2021	187,017	404,724	382,560	43,949	1,018,250	2021
	<u>1,585,637</u>	<u>3,431,485</u>	<u>3,243,569</u>	<u>372,627</u>	<u>8,633,318</u>	
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Opposing the proposed legislation AB 568 Prohibiting Municipal Landlord Registration and Rental Inspection Programs; Undermining Historic Preservation Ordinances; and Repealing Grandfathering more Stringent Multifamily Sprinkler Requirements	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	15-1213
Date Introduced:	December 22, 2015

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

RESOLUTION

WHEREAS, the City of Wausau Common Council has ranked blight elimination and crime reduction as the two top long term concerns facing the City of Wausau; and,

WHEREAS, the City of Wausau has identified strong direct correlation of blighted properties and crime; and,

WHEREAS, the City of Wausau has also identified the correlation of blighted properties and rental properties; and

WHEREAS, the City has taken a multifaceted approach to reduce crime and blight within the community through; increased resident participation in neighborhood groups, adoption of chronic nuisance ordinances, increased funding of home and rental improvement loans and incentives, increased staffing of police Community Resource Officers and property inspectors and through the creation of a rental licensing program; and

WHEREAS, a task force of landlords and residents were instrumental in the crafting of the rental licensing ordinance; and,

WHEREAS, the proposed legislation strips from local control a communities ability to manage crime and blight problems; and,

WHEREAS, the rental licensing program is an important tool for creating a code enforcement system that effectively identifies problem properties and through inspections educates landlords and deters landlords from engaging in deferred maintenance and lax property management; and,

WHEREAS, the legislation also undermines local historic preservation programs

NOW THEREFORE BE IT RESOLVED, that Common Council of the City of Wausau strongly opposes AB568 Prohibiting Municipal Landlord Registration and Rental Inspection Programs; Undermining Historic Preservation Ordinances; and Repealing Statute Grandfathering more Stringent Local Multifamily Sprinkler Requirements.

BE IT FURTHER RESOLVED, that the City Clerk is directed to forward this Resolution to our local State Legislatures, the Governor, and the Wisconsin League of Municipalities.

Approved:

James E. Tipple, Mayor

To: Assembly Committee on Housing and Real Estate
From: Curt Witynski, Assistant Director, League of Wisconsin Municipalities
Date: December 10, 2015
Re: AB 568, Prohibiting Municipal Landlord Registration and Rental Inspection Programs; Undermining Historic Preservation Ordinances; and Repealing Statute Grandfathering more Stringent Local Multifamily Sprinkler Requirements

The League of Wisconsin Municipalities strongly opposes AB 568, which strips from communities the ability to regulate landlords, apartments, and historic landmarks for the health, safety, and general welfare of the community. The bill also repeals a new state law grandfathering more stringent local sprinkler requirements for multi-family dwellings and prevents municipalities from requiring code compliance as a condition of occupancy of a dwelling.

This bill is the third in a series of omnibus bills that landlord groups and the Wisconsin Realtors Association have successfully enacted over the last several sessions. AB 568 goes much farther than the previous bills with regard to preempting local powers. We oppose for the following reasons:

Prohibiting municipalities from registering landlords and implementing rental inspection programs.

- This bill eliminates the ability of municipalities to work with their local landlord groups to address the unique health and safety concerns presented by rental units in the community that do not comply with safety codes.
- Rental property registration is an important tool for creating a code enforcement system that effectively identifies problem properties and, through random inspections, deters landlords from engaging in deferred maintenance and lax property management.
- By prohibiting municipalities from requiring landlords to register with the community, the municipality has no way of obtaining emergency contact information unless it is provided voluntarily.
- It is important to require contact information for both the owner and property manager, especially an emergency contact who is available 24 hours a day. This provides police, fire personnel, and neighbors with someone to contact if there are emergencies or other issues on the property.
- At least 8 of the 13 communities that host UW system four year universities either have a rental registry or rooming house license requirement.

Prohibition on imposing time of occupancy requirements.

- The bill extends the recently enacted prohibition against municipalities imposing time of sale requirements to the time of occupancy.
- We are concerned that under the bill if a decrepit residential building is successfully sold

as is, the bill would allow the new owner to occupy the property without first addressing the dilapidated, unsafe condition of the property.

- It makes no sense to disallow enforcement of “no occupancy” orders for properties simply because they changed hands when the health and safety conditions that precipitated the “no occupancy” posting has not been remedied.
- Also, we are concerned that under the bill if the owner of a partially constructed house or condominium building sells the property (say, as a result of financial trouble), the municipality would be prohibited from requiring that the building meet basic code standards before the new owner occupies it.

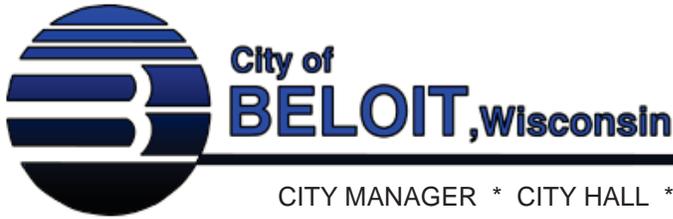
Undermining local historic preservation programs.

- Requiring owner consent to require or prohibit any action by an owner of a property related to preservation of the historic or aesthetic value of an historical landmark kills historic preservation efforts. If this bill passes, a municipality would have no tools to protect the demolition of iconic historic buildings such as a Frank Lloyd Wright designed home.
- Any look or character that a community hopes to cultivate in an older downtown or historic neighborhood will be decimated and destroyed if an owner has the option not to do the required improvement based upon the historic nature of the building.
- The combined effect of the two historic preservation pieces of the bill is to reduce municipal Historic Preservation Commissions to advisory bodies with no power of enforcement.

Eliminating more stringent municipal automatic sprinkler requirements for multifamily dwellings.

- The bill repeals a compromise allowing certain municipalities to continue to enforce pre-existing sprinkler ordinances more stringent than the state’s commercial building code.

For the foregoing reasons we urge you to not recommend passage of AB 568. Thanks for considering our comments.



CITY MANAGER * CITY HALL * 100 STATE STREET * BELOIT, WI 53511
Office: 608/364-6614 * Fax: 608/364-6756

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TESTIMONY BEFORE

THE ASSEMBLY COMMITTEE ON HOUSING AND REAL ESTATE

ASSEMBLY BILL 568

RELATING TO TERMINATING A TENANCY FOR CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY; DISPOSITION OF PERSONAL PROPERTY LEFT IN RENTAL PROPERTY BY A TRESPASSER; PREEXISTING SPRINKLER ORDINANCES THAT ARE STRICTER THAN THE MULTIFAMILY DWELLING CODE; TOWING VEHICLES ILLEGALLY PARKED ON PRIVATE PROPERTY; TERMINATING CERTAIN TENANCIES FOR BREACHES OTHER THAN FAILURE TO PAY RENT; LIMITATIONS ON THE AUTHORITY OF POLITICAL SUBDIVISIONS TO REGULATE RENTAL UNITS, HISTORIC PROPERTIES, AND SIGNS; PROHIBITING LOCAL GOVERNMENTAL UNITS FROM IMPOSING REAL PROPERTY PURCHASE OR RESIDENTIAL REAL PROPERTY OCCUPANCY REQUIREMENTS; CREATING A CRIMINAL PENALTY; AND MAKING AN APPROPRIATION

Dear Chairman Jagler, Vice-Chair Allen and Honorable Members of the Committee on Housing and Real Estate:

The City of Beloit began a rental registration and permit inspection program in 1994 in response to serious neighborhood concerns. This program has been supported by our community for over 20 years and addresses public health and safety issues that are unique to Beloit. We currently have 14,803 dwelling units and of these 6,611 (45%) are rental. Over 40% of these rental units or roughly 2,700 units are single family homes, which means a significant number of families are living in rental properties.

For decades, the City of Beloit has had much lower property values than other cities of similar size. The housing crisis further depressed those values and a high number of rental properties in

Beloit are inhabited by low-income families. The most vulnerable of tenants frequently do not complain as they may be unaware of their rights, have language barriers, or fear increased rent or other retaliation. Anti-retaliation laws require knowledge and access to legal services that may be unrealistic for our most vulnerable populations.

Even after having a program in place, new violations are still found during every round of systematic inspections, where one-third of all rental properties are inspected on an annual basis. From 2012 to present, we ensured the correction of 253 rental properties without fire detectors; 95 without carbon monoxide detectors; 61 for insufficient sanitation; and 56 violations for insect, rodent and vermin. In two months of 2015, when we began tracking differently, 33 units were declared unfit for habitation. The list goes on and this is after we have scheduled our visits and informed landlords in writing of the inspection checklist. Clearly, we cannot presume that all landlords will be responsible and ensure appropriate safety for their tenants. How many more properties would not have basic life safety components if we stopped our systematic inspections?

Some landlords are responsible but sadly many of them, particularly those out-of-town and often out-of-state, purchase properties inexpensively, rent them, and do not maintain their units. Without the rental program in Beloit, we would be unable to ensure minimum standards. Even with the program in place there are multiple examples of an LLC purchasing properties and the registered agent resigning after the purchase is executed.

Two of our most challenged neighborhoods have high concentrations of rental properties and high poverty level.

Merrill Neighborhood

- Persons living at poverty level is 39% compared to 24% Citywide
- Persons under 18 living in poverty is 51% compared to 38% Citywide
- 54% of the housing units are rental compared to 45% Citywide
- This neighborhood has been a designated Low-Moderate Income Area by HUD for several decades.
- 957 inspections that identified violations were performed in 2014

Hackett Neighborhood

- Persons living at poverty level is 37% compared to 24% Citywide
- Persons under 18 living in poverty is 45% compared to 38% Citywide
- 61% of the housing units are rental compared to 44.4% Citywide
- This neighborhood has been a designated Low-Moderate Income Area by HUD for several decades
- 1,511 inspections that identified violations were performed in 2014

We are working hard to address tough issues like poverty, unemployment, declining property values, gang and other criminal activities, particularly in our most challenged neighborhoods. Prohibiting the City from continuing its rental registration and inspection program removes a critical tool to helping the City as a whole and these neighborhoods in particular.

Other representatives will be speaking to the historic preservation and pre-existing fire sprinkler portions of this bill, which are also cause for great concern. The City of Beloit implores you to refrain from enacting legislation that inappropriately treats all local governments the same. The history of the Beloit rental registration and inspection program is solid, defensible, and literally saves lives. Our residents and local leaders demanded this service over two decades ago. Please do not prohibit us from continuing it.

Thank you for the opportunity to present our viewpoint on this important proposal.

Sincerely,

Charles M. Haynes
City Council President

Lori S. Curtis Luther
Beloit City Manager



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-4008/1
ALL:emw&wlj

2015 SENATE BILL 445

December 10, 2015 – Introduced by Senators LASEE and STROEBEL, cosponsored by Representatives R. BROOKS and ALLEN. Referred to Committee on Government Operations and Consumer Protection.

1 **AN ACT** *to repeal* 66.1019 (3) (b) and 101.975 (3); *to renumber* 706.22 (2) (a) 1.,
2 706.22 (2) (a) 2. and 706.22 (2) (a) 3.; *to renumber and amend* 66.1019 (3) (a),
3 704.17 (5), 706.22 (2) (b), 706.22 (3) and 943.14; *to amend* 20.505 (7) (h), 59.69
4 (4m), 60.64, 62.23 (7) (em), 66.0418 (title), 66.0809 (9), 101.02 (7m), 349.13 (3m)
5 (dr) 2., 349.13 (3m) (e) 1., 349.13 (3m) (e) 3., 704.17 (1) (b), 704.17 (2) (b), 704.19
6 (2) (b) 2., 706.22 (title), 706.22 (2) (title), 706.22 (2) (a) (intro.) and 800.035 (1);
7 and *to create* 66.0104 (2) (e), 66.0104 (2) (f), 66.0104 (2) (g), 66.0104 (3) (c),
8 66.0418 (3), 175.403, 704.055, 704.17 (3m), 704.17 (5) (b), 706.22 (2) (a) 2m.,
9 706.22 (2) (a) 3m., 706.22 (2) (b) 2., 706.22 (3) (b) and 943.14 (1) of the statutes;
10 **relating to:** terminating a tenancy for criminal activity or drug-related
11 criminal activity; disposition of personal property left in rental property by a
12 trespasser; preexisting sprinkler ordinances that are stricter than the
13 multifamily dwelling code; towing vehicles illegally parked on private property;
14 terminating certain tenancies for breaches other than failure to pay rent;

SENATE BILL 445

1 limitations on the authority of political subdivisions to regulate rental units,
2 historic properties, and signs; prohibiting local governmental units from
3 imposing real property purchase or residential real property occupancy
4 requirements; creating a criminal penalty; and making an appropriation.

Analysis by the Legislative Reference Bureau

This bill creates a right-to-cure for certain tenants for certain breaches; makes remaining on property without consent criminal trespass and provides for the disposition of personal property left in rental property by a trespasser; authorizes a landlord to terminate the tenancy of a tenant based on criminal activity committed by the tenant or a member of the tenant's household; limits the authority of political subdivisions to regulate rental units, historic properties, and signs; prohibits a local governmental unit from making the purchase or transfer of real property or the occupancy of residential real property contingent on whether a purchaser or other transferee takes certain actions with respect to the property; eliminates a statutory exception for certain local ordinances having automatic sprinkler requirements that are stricter than the state multifamily dwelling code; and allows a towing company to collect charges if it makes a good faith effort to notify law enforcement.

Local government

Under current law, a city, village, town, or county (political subdivision) may regulate places, structures, or objects with special character, historic interest, aesthetic interest, or other significant value. A political subdivision may also designate historic landmarks and establish historic districts and may regulate the historic landmarks or the properties within a historic district for historic preservation purposes.

Under this bill, a political subdivision may not designate a property as a historic landmark without the consent of the owner. Also under this bill, a political subdivision may not require or prohibit any action by an owner of a property related to preservation of the historic or aesthetic value of the property without the consent of the owner.

This bill also limits the authority of political subdivisions in several respects, including:

1. Political subdivisions may not enact an ordinance that requires that a rental unit be inspected without a showing of good cause or be certified or registered
2. Political subdivisions may not charge a fee for an inspection other than an inspection based on a complaint from a tenant alleging a violation of the local housing code.
3. Political subdivisions may not impose an occupancy or transfer of tenancy fee on a rental unit.
4. Political subdivisions may not impose a requirement or restriction based on the informational content of a sign that is not imposed on all signs.

SENATE BILL 445

5. Political subdivisions may not enact an ordinance that requires a landlord to obtain a license, certification, or registration in order to own, manage, or operate a residential rental property unless the ordinance applies uniformly to all residential properties, including owner-occupied properties.

Under current law, a local governmental unit is prohibited from requiring a real property owner to take certain actions with respect to the property or pay a related fee; to show compliance with taking certain actions with respect to the property; or to pay a fee for failing to take certain actions with respect to the property before the owner may sell, refinance, or transfer title to the property; at the time of selling, refinancing, or transferring title to the property; or within a certain period of time after selling, refinancing, or transferring title to the property. A local governmental unit may, however, require a real property owner to take certain actions with respect to the property not in connection with selling, refinancing, or transferring title to the property. The definition of “actions with respect to the property” includes such actions as having an inspection made by an employee or agent of the local governmental unit; making improvements or repairs; removing junk or debris; paving or painting; and installing fixtures or other items.

This bill does all of the following:

1. Prohibits a local governmental unit from requiring a person who is a prospective purchaser of, or person who will take title to, real property to take certain actions with respect to the property, as defined under current law, or pay a related fee; to show compliance with taking certain actions with respect to the property; or to pay a fee for failing to take certain actions with respect to the property before the person may complete the purchase of, or take title to, the property; at the time of completing the purchase of, or taking title to, the property; or within a certain time after completing the purchase of, or taking title to, the property.

2. Prohibits a local governmental unit from requiring a purchaser of, or transferee of title to, residential real property to take certain actions with respect to the property, as defined under current law, or pay a related fee; to show compliance with taking certain actions with respect to the property; or to pay a fee for failing to take certain actions with respect to the property before the purchaser or transferee may take occupancy of the property; at the time of taking occupancy of the property; or within a certain time after taking occupancy of the property.

3. Provides that a local governmental unit may require a real property owner to take certain actions with respect to the property not in connection with purchasing or taking occupancy of the property.

4. Provides that any ordinance, resolution, or policy currently in effect that is inconsistent with the prohibitions in the bill does not apply and is unenforceable.

5. Provides that the prohibitions in the bill and under current law on local governmental units do not affect a local governmental unit’s responsibility, authority, or ability to enforce a state or federal requirement that does any of the things that a local governmental unit is prohibited from doing in the bill or under current law.

SENATE BILL 445***Automatic sprinklers in multifamily dwellings***

Under current law, the Department of Safety and Professional Services (DSPS) administers the multifamily dwelling code, including requirements concerning automatic sprinklers. Currently, a city, village, or town generally may not enact or enforce an ordinance that does not conform to the multifamily dwelling code or that is contrary to an order of DSPS enforcing the multifamily dwelling code, except that certain preexisting sprinkler ordinances that are stricter than the multifamily dwelling code may remain in effect.

This bill repeals that exception for preexisting stricter sprinkler ordinances. The bill also provides that any contract between a city, village, or town pursuant to such an ordinance is unenforceable.

Towing vehicles from private property

Under current law, before any vehicle is removed from private property by a towing service, the towing service must notify a local law enforcement agency of the make, model, vehicle identification number, and registration plate number of the vehicle and the location to which the vehicle will be removed. A towing service that fails to comply with this requirement may not collect any charges for the removal and storage of the vehicle. Under this bill, a towing service that makes a good faith effort to comply with the notification requirement may collect charges for the removal and storage of the vehicle.

Under current law, the Department of Transportation is required to promulgate rules establishing reasonable charges for removal of vehicles from private property and guidelines for notifying law enforcement. Under this bill, these charges and guidelines apply only when no citation was issued.

Terminating tenancies

Under current law, a tenant's tenancy may be terminated by the landlord for, among other things, nonpayment of rent, committing waste, or breaching a covenant or condition of the tenant's rental agreement, or if the property owner receives notice from a law enforcement agency or the office of the district attorney that a nuisance exists in the rental unit because the property is being used for drug-related purposes or criminal gang-related purposes. Under this bill, except for a tenant who is the victim of the criminal activity, a landlord may terminate the tenancy of a tenant, without giving the tenant an opportunity to remedy the default, by giving the tenant notice if the tenant, a member of the tenant's household, or a guest or other invitee of the tenant or of a member of the tenant's household does any of the following: 1) engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants; 2) engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; 3) engages in criminal activity that threatens the health or safety of the landlord or an agent or employee of the landlord; or 4) engages in drug-related criminal activity on or near the premises. It is not necessary that the individual committing the criminal activity or drug-related criminal activity has been arrested for or convicted of the criminal activity or drug-related criminal activity.

SENATE BILL 445

The notice that the landlord gives the tenant must require the tenant to vacate on or before a date at least five days after the giving of the notice and must state the basis for the notice and that the tenant may contest the termination of tenancy in an eviction action. If the tenant does contest the termination of tenancy, the landlord must prove the allegation in the notice by the greater preponderance of the credible evidence. The bill defines drug-related criminal activity as criminal activity that involves the manufacture, possession, use, or distribution of a controlled substance, which is defined in current law.

Under current law, a landlord may terminate the tenancy of a month-to-month tenant who commits waste, violates certain statutory tenant duties, or breaches a condition of the lease, other than by failing to pay rent (commits a qualifying breach) by providing the tenant with a notice that requires the tenant to vacate the premises within 14 days. Current law does not provide a landlord of a month-to-month tenant the option to terminate such a tenancy by providing a notice that requires the tenant to cure the qualifying breach or vacate the premises.

Under the bill, a month-to-month tenancy is terminated if 1) a tenant commits a qualifying breach and 2) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. The procedure is identical to the procedure described below for a landlord of a year-to-year tenant.

Under current law, a landlord may terminate the tenancy of a year-to-year tenant or a tenant under a lease for a term of one year or less if 1) the tenant commits a qualifying breach and 2) the landlord provides the tenant with a notice that requires the tenant to cure the qualifying breach or vacate the premises and the tenant fails to comply with the notice. Current law specifies that a tenant may comply with the landlord's notice by taking reasonable steps to remedy the qualifying breach or by making a bona fide reasonable offer to pay the landlord all damages associated with the qualifying breach. Current law also provides that if the tenant commits another qualifying breach within one year of receiving such a notice, the landlord may terminate the tenant's tenancy by providing the tenant with a notice to vacate the premises within 14 days if the landlord provides the notice before the tenant cures the qualifying breach. This bill eliminates the condition that the landlord provide the subsequent notice to vacate before the tenant remedies the qualifying breach.

Trespass

Under current law, a person who enters into the dwelling of another without the permission of a person who is lawfully on the premises may be guilty of criminal trespass to a dwelling, a Class A misdemeanor. Under the bill, a person may be guilty of criminal trespass to a dwelling if he or she enters or remains in a dwelling without the permission of a person who is lawfully on the premises, or of the owner of the property if no one is lawfully present there, regardless of whether the dwelling is currently occupied. The bill requires law enforcement agencies to establish policies that require officers to remove trespassers from dwellings.

SENATE BILL 445***Disposing of personal property left by trespasser***

Current law does not address what happens to the personal property of a trespasser that is left behind after the trespasser leaves or is removed from residential rental property. This bill provides that, after a trespasser leaves or is removed from residential rental property, a landlord must hold any personal property left by the trespasser for seven days, during which time the trespasser may request its return. After that time, the landlord may dispose of the personal property in any manner that the landlord determines is appropriate.

For further information see the **local** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 20.505 (7) (h) of the statutes is amended to read:

2 20.505 (7) (h) *Funding for the homeless.* All moneys received from interest on
3 real estate trust accounts under s. 452.13 for grants under s. 16.307, and all moneys
4 received under s. ss. 704.05 (5) (a) 2. and 704.055 (2) (b), for grants to agencies and
5 shelter facilities for homeless individuals and families under s. 16.308 (2) (a) and (b).

6 **SECTION 2.** 59.69 (4m) of the statutes is amended to read:

7 59.69 (4m) HISTORIC PRESERVATION. A county, as an exercise of its zoning and
8 police powers for the purpose of promoting the health, safety and general welfare of
9 the community and of the state, may regulate by ordinance any place, structure or
10 object with a special character, historic interest, aesthetic interest or other
11 significant value, for the purpose of preserving the place, structure or object and its
12 significant characteristics. The county may create a landmarks commission to
13 designate historic landmarks and establish historic districts. The county may
14 regulate all historic landmarks and all property within each historic district to
15 preserve the historic landmarks and property within the district and the character
16 of the district. A county may not designate a property as a historic landmark without

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1 the consent of the owner. A county may not require or prohibit any action by an owner
2 of a property related to the preservation of special character, historic or aesthetic
3 interest, or any other significant value of the property without the consent of the
4 owner.

5 **SECTION 3.** 60.64 of the statutes is amended to read:

6 **60.64 Historic preservation.** The town board, in the exercise of its zoning
7 and police powers for the purpose of promoting the health, safety and general welfare
8 of the community and of the state, may regulate any place, structure or object with
9 a special character, historic interest, aesthetic interest or other significant value for
10 the purpose of preserving the place, structure or object and its significant
11 characteristics. The town board may create a landmarks commission to designate
12 historic landmarks and establish historic districts. The board may regulate all
13 historic landmarks and all property within each historic district to preserve the
14 historic landmarks and property within the district and the character of the district.
15 The town board may not designate a property as a historic landmark without the
16 consent of the owner. The town board may not require or prohibit any action by an
17 owner of a property related to the preservation of special character, historic or
18 aesthetic interest, or any other significant value of the property without the consent
19 of the owner.

20 **SECTION 4.** 62.23 (7) (em) of the statutes is amended to read:

21 **62.23 (7) (em) Historic preservation.** A city, as an exercise of its zoning and
22 police powers for the purpose of promoting the health, safety and general welfare of
23 the community and of the state, may regulate by ordinance, or if a city contains any
24 property that is listed on the national register of historic places in Wisconsin or the
25 state register of historic places shall, not later than 1995, enact an ordinance to

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1 regulate, any place, structure or object with a special character, historic,
2 archaeological or aesthetic interest, or other significant value, for the purpose of
3 preserving the place, structure or object and its significant characteristics. A city
4 may create a landmarks commission to designate historic or archaeological
5 landmarks and establish historic districts. The city may regulate, or if the city
6 contains any property that is listed on the national register of historic places in
7 Wisconsin or the state register of historic places shall regulate, all historic or
8 archaeological landmarks and all property within each historic district to preserve
9 the historic or archaeological landmarks and property within the district and the
10 character of the district. A city may not designate a property as a historic landmark
11 without the consent of the owner. A city may not require or prohibit any action by
12 an owner of a property related to the preservation of special character, historic or
13 aesthetic interest, or any other significant value of the property without the consent
14 of the owner.

15 **SECTION 5.** 66.0104 (2) (e) of the statutes is created to read:

16 66.0104 (2) (e) No city, village, town, or county may enact an ordinance that
17 does any of the following:

18 1. Requires that a rental unit be inspected without a showing of good cause or
19 be certified or registered.

20 2. Charges a fee for conducting an inspection other than an inspection based
21 on a complaint from a tenant alleging a violation of the local housing code of the city,
22 village, town, or county or an inspection required for all properties and for which a
23 uniform fee is charged.

24 **SECTION 6.** 66.0104 (2) (f) of the statutes is created to read:

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1 66.0104 (2) (f) No city, village, town, or county may impose an occupancy or
2 transfer of tenancy fee on a rental unit.

3 **SECTION 7.** 66.0104 (2) (g) of the statutes is created to read:

4 66.0104 (2) (g) 1. No city, village, town, or county may enact an ordinance that
5 requires a property owner to obtain a license, certification, or registration in order
6 to do any of the following:

7 a. Own a residential rental property.

8 b. Manage or operate a residential rental property.

9 2. Subdivision 1. does not apply to an ordinance that applies uniformly to all
10 residential properties, including owner-occupied properties.

11 **SECTION 8.** 66.0104 (3) (c) of the statutes is created to read:

12 66.0104 (3) (c) If a city, village, town, or county has in effect on the effective date
13 of this paragraph [LRB inserts date], an ordinance that is inconsistent with sub.
14 (2) (e), (f), or (g), the ordinance does not apply and may not be enforced.

15 **SECTION 9.** 66.0418 (title) of the statutes is amended to read:

16 **66.0418** (title) ~~**Prohibition of Miscellaneous limitations on local**~~
17 ~~**regulation of certain foods, beverages.**~~

18 **SECTION 10.** 66.0418 (3) of the statutes is created to read:

19 66.0418 (3) No political subdivision may impose a restriction or requirement
20 on a sign based on the sign's informational content that it does not impose on all
21 signs.

22 **SECTION 11.** 66.0809 (9) of the statutes is amended to read:

23 66.0809 (9) A municipal utility is not required to offer a customer who is a
24 tenant at a rental dwelling unit a deferred payment agreement. Notwithstanding
25 ss. 196.03, 196.19, 196.20, 196.22, 196.37, and 196.60, a determination by a

SENATE BILL 445**SECTION 11**

1 municipal utility to offer or not offer a deferred payment agreement does not require
2 approval, and is not subject to disapproval, by the public service commission.

3 **SECTION 12.** 66.1019 (3) (a) of the statutes is renumbered 66.1019 (3) and
4 amended to read:

5 66.1019 (3) ~~Except as provided in par. (b), any~~ Any ordinance enacted by a
6 county, city, village or town relating to the construction or inspection of multifamily
7 dwellings, as defined in s. 101.971 (2), shall conform to subch. VI of ch. 101 and s.
8 101.02 (7m).

9 **SECTION 13.** 66.1019 (3) (b) of the statutes is repealed.

10 **SECTION 14.** 101.02 (7m) of the statutes is amended to read:

11 101.02 (7m) Notwithstanding sub. (7) (a), no city, village, or town may make
12 or enforce any ordinance that is applied to any multifamily dwelling, as defined in
13 s. 101.971 (2), and that does not conform to subch. VI and this section or is contrary
14 to an order of the department under this subchapter, ~~except that if a city, village or~~
15 ~~town has a preexisting stricter sprinkler ordinance, as defined in s. 101.975 (3) (a),~~
16 ~~that ordinance remains in effect, except that the city, village or town may take any~~
17 ~~action with regard to that ordinance that a political subdivision may take under s.~~
18 ~~101.975 (3) (b).~~ Any contract between a city, village, or town and a property owner
19 of a multifamily dwelling that requires the property owner to comply with an
20 ordinance that does not conform to subch. VI and this section or is contrary to an
21 order of the department under this subchapter is void and unenforceable.

22 **SECTION 15.** 101.975 (3) of the statutes is repealed.

23 **SECTION 16.** 175.403 of the statutes is created to read:

24 **175.403 Trespassing; arrest and removal. (1)** In this section:

25 (a) "Law enforcement agency" has the meaning given in s. 165.83 (1) (b).

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1 (b) “Law enforcement officer” has the meaning given in s. 165.85 (2) (c).

2 (2) Each law enforcement agency shall have a written policy regarding the
3 investigation of complaints alleging a violation of s. 943.14. The policy shall require
4 a law enforcement officer who has probable cause to arrest a person for a violation
5 of s. 943.14 to remove the person from a dwelling.

6 **SECTION 17.** 349.13 (3m) (dr) 2. of the statutes is amended to read:

7 349.13 (3m) (dr) 2. A towing service may not collect any charges for the removal
8 or storage of an illegally parked vehicle under this subsection if unless the towing
9 service ~~has not complied~~ made a good faith effort to comply with par. (d) 2. with
10 respect to the vehicle.

11 **SECTION 18.** 349.13 (3m) (e) 1. of the statutes is amended to read:

12 349.13 (3m) (e) 1. Reasonable charges for removal and storage of vehicles
13 under this subsection when no citation has been issued.

14 **SECTION 19.** 349.13 (3m) (e) 3. of the statutes is amended to read:

15 349.13 (3m) (e) 3. Guidelines for towing services to notify law enforcement
16 under par. (d) upon removal of a vehicle when no citation has been issued.

17 **SECTION 20.** 704.055 of the statutes is created to read:

18 **704.055 Disposition of personalty left by trespasser. (1) DEFINITION.** In
19 this section, “trespasser” means a person who is not a tenant and who enters or
20 remains in residential rental property without the consent of the landlord or another
21 person lawfully on the property.

22 (2) AT THE LANDLORD’S DISCRETION. (a) If a trespasser is removed or otherwise
23 removes from residential rental property and leaves personal property, the landlord
24 shall hold the personal property for 7 days from the date on which the landlord
25 discovers the personal property. After that time, the landlord may presume that the

SENATE BILL 445**SECTION 20**

1 trespasser has abandoned the personal property and may dispose of the personal
2 property in any manner that the landlord, in the landlord's sole discretion,
3 determines is appropriate but shall promptly return the personal property to the
4 trespasser if the landlord receives a request for its return before the landlord
5 disposes of it.

6 (b) If the landlord disposes of the abandoned personal property by private or
7 public sale, the landlord may send the proceeds of the sale minus any costs of sale
8 and, if the landlord has first stored the personal property, minus any storage charges
9 to the department of administration for deposit in the appropriation under s. 20.505
10 (7) (h).

11 **(3) RIGHTS OF 3RD PERSONS.** The landlord's power to dispose as provided by this
12 section applies to any personal property left on the landlord's property by the
13 trespasser, whether owned by the trespasser or by others. The power to dispose
14 under this section applies notwithstanding any rights of others existing under any
15 claim of ownership or security interest. The trespasser, other owner, or any secured
16 party has the right to redeem the personal property at any time before the landlord
17 has disposed of it or entered into a contract for its disposition by payment of any
18 expenses that the landlord has incurred with respect to the disposition of the
19 personal property.

20 **SECTION 21.** 704.17 (1) (b) of the statutes is amended to read:

21 704.17 **(1) (b)** If a month-to-month tenant commits waste or a material
22 violation of s. 704.07 (3) or breaches any covenant or condition of the tenant's
23 agreement, other than for payment of rent, the tenancy ~~can be~~ is terminated if the
24 landlord gives the tenant a notice that requires the tenant to either remedy the
25 default or vacate the premises no later than a date at least 5 days after the giving

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1 of the notice, and the tenant fails to comply with the notice. A tenant is considered
2 to be complying with the notice if promptly upon receipt of the notice the tenant takes
3 reasonable steps to remedy the default and proceeds with reasonable diligence, or if
4 damages are adequate protection for the landlord and the tenant makes a bona fide
5 and reasonable offer to pay the landlord all damages for the tenant's breach. If,
6 within one year from receiving a notice under this paragraph, the tenant again
7 commits waste or breaches the same or any other covenant or condition of the
8 tenant's rental agreement, other than for payment of rent, the tenant's tenancy is
9 terminated if the landlord gives the tenant notice requiring the tenant to vacate on
10 or before a date at least 14 days after the giving of the notice.

11 **SECTION 22.** 704.17 (2) (b) of the statutes is amended to read:

12 704.17 (2) (b) If a tenant under a lease for a term of one year or less, or a
13 year-to-year tenant, commits waste or a material violation of s. 704.07 (3) or
14 breaches any covenant or condition of the tenant's lease, other than for payment of
15 rent, the tenant's tenancy is terminated if the landlord gives the tenant a notice
16 requiring the tenant to remedy the default or vacate the premises on or before a date
17 at least 5 days after the giving of the notice, and if the tenant fails to comply with such
18 notice. A tenant is deemed to be complying with the notice if promptly upon receipt
19 of such notice the tenant takes reasonable steps to remedy the default and proceeds
20 with reasonable diligence, or if damages are adequate protection for the landlord and
21 the tenant makes a bona fide and reasonable offer to pay the landlord all damages
22 for the tenant's breach. If within one year from the giving of any such notice, the
23 tenant again commits waste or breaches the same or any other covenant or condition
24 of the tenant's lease, other than for payment of rent, the tenant's tenancy is
25 terminated if the landlord, prior to the tenant's remedying the waste or breach, gives

SENATE BILL 445**SECTION 22**

1 the tenant notice to vacate on or before a date at least 14 days after the giving of the
2 notice.

3 **SECTION 23.** 704.17 (3m) of the statutes is created to read:

4 704.17 (3m) CRIMINAL ACTIVITY. (a) In this subsection, “drug-related criminal
5 activity” means criminal activity that involves the manufacture, possession, use, or
6 distribution of a controlled substance, as defined in s. 961.01 (4).

7 (b) 1. Notwithstanding subs. (1) (b), (2) (b), and (3) (a), and except as provided
8 in par. (c), a landlord may, upon notice to the tenant, terminate the tenancy of a
9 tenant, without giving the tenant an opportunity to remedy the default, if the tenant,
10 a member of the tenant’s household, or a guest or other invitee of the tenant or of a
11 member of the tenant’s household engages in any criminal activity that threatens the
12 health or safety of, or right to peaceful enjoyment of the premises by, other tenants;
13 engages in any criminal activity that threatens the health or safety of, or right to
14 peaceful enjoyment of their residences by, persons residing in the immediate vicinity
15 of the premises; engages in any criminal activity that threatens the health or safety
16 of the landlord or an agent or employee of the landlord; or engages in any
17 drug-related criminal activity on or near the premises. The notice shall require the
18 tenant to vacate on or before a date at least 5 days after the giving of the notice. The
19 notice shall state the basis for its issuance and the right of the tenant to contest the
20 termination of the tenancy in an eviction action under ch. 799. If the tenant contests
21 the termination of tenancy, the tenancy may not be terminated without proof by the
22 landlord by the greater preponderance of the credible evidence of the allegation in
23 the notice.

24 2. To terminate a tenancy under this subsection, it is not necessary that the
25 individual committing the criminal activity or drug-related criminal activity has

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1 been arrested for or convicted of the criminal activity or drug-related criminal
2 activity.

3 (c) Paragraph (b) does not apply to a tenant who is the victim, as defined in s.
4 950.02 (4), of the criminal activity.

5 **SECTION 24.** 704.17 (5) of the statutes is renumbered 704.17 (5) (a) and
6 amended to read:

7 704.17 (5) (a) Provisions in the lease or rental agreement for termination
8 contrary to ~~this section sub. (1), (2), or (3)~~ are invalid except in leases for more than
9 one year.

10 **SECTION 25.** 704.17 (5) (b) of the statutes is created to read:

11 704.17 (5) (b) Provisions in the lease or rental agreement for termination
12 contrary to sub. (3m) are invalid.

13 **SECTION 26.** 704.19 (2) (b) 2. of the statutes is amended to read:

14 704.19 (2) (b) 2. Notwithstanding subd. 1., nothing in this section prevents
15 termination of a tenancy before the end of a rental period because of an imminent
16 threat of serious physical harm, as provided in s. 704.16, or for criminal activity or
17 drug-related criminal activity, nonpayment of rent, or breach of any other condition
18 of the tenancy, as provided in s. 704.17.

19 **SECTION 27.** 706.22 (title) of the statutes, as created by 2015 Wisconsin Act 55,
20 is amended to read:

21 **706.22 (title) Prohibition on imposing time-of-sale, purchase, or**
22 **occupancy requirements.**

23 **SECTION 28.** 706.22 (2) (title) of the statutes, as created by 2015 Wisconsin Act
24 55, is amended to read:

SENATE BILL 445**SECTION 28**

1 706.22 (2) (title) REQUIREMENTS TIED TO SALE, PURCHASE, OR TAKING OCCUPANCY
2 OF PROPERTY PROHIBITED.

3 **SECTION 29.** 706.22 (2) (a) (intro.) of the statutes, as created by 2015 Wisconsin
4 Act 55, is amended to read:

5 706.22 (2) (a) (intro.) Except as provided in par. (b), no local governmental unit
6 may by ordinance, resolution, or any other means restrict do any of the following:

7 1m. Restrict the ability of an owner of real property to sell or otherwise transfer
8 title to or refinance the property by requiring the owner or an agent of the owner to
9 take certain actions with respect to the property or pay a related fee, to show
10 compliance with taking certain actions with respect to the property, or to pay a fee
11 for failing to take certain actions with respect to the property, at any of the following
12 times:

13 **SECTION 30.** 706.22 (2) (a) 1. of the statutes, as created by 2015 Wisconsin Act
14 55, is renumbered 706.22 (2) (a) 1m. a.

15 **SECTION 31.** 706.22 (2) (a) 2. of the statutes, as created by 2015 Wisconsin Act
16 55, is renumbered 706.22 (2) (a) 1m. b.

17 **SECTION 32.** 706.22 (2) (a) 2m. of the statutes is created to read:

18 706.22 (2) (a) 2m. Restrict the ability of a person to purchase or take title to real
19 property by requiring the person or an agent of the person to take certain actions with
20 respect to the property or pay a related fee, to show compliance with taking certain
21 actions with respect to the property, or to pay a fee for failing to take certain actions
22 with respect to the property, at any of the following times:

23 a. Before the person may complete the purchase of or take title to the property.

24 b. At the time of completing the purchase of or taking title to the property.

SENATE BILL 445

1 c. Within a certain period of time after completing the purchase of or taking title
2 to the property.

3 **SECTION 33.** 706.22 (2) (a) 3. of the statutes, as created by 2015 Wisconsin Act
4 55, is renumbered 706.22 (2) (a) 1m. c.

5 **SECTION 34.** 706.22 (2) (a) 3m. of the statutes is created to read:

6 706.22 (2) (a) 3m. Restrict the ability of a purchaser of or transferee of title to
7 residential real property to take occupancy of the property by requiring the
8 purchaser or transferee or an agent of the purchaser or transferee to take certain
9 actions with respect to the property or pay a related fee, to show compliance with
10 taking certain actions with respect to the property, or to pay a fee for failing to take
11 certain actions with respect to the property, at any of the following times:

12 a. Before the purchaser or transferee may take occupancy of the property.

13 b. At the time of taking occupancy of the property.

14 c. Within a certain period of time after taking occupancy of the property.

15 **SECTION 35.** 706.22 (2) (b) of the statutes, as created by 2015 Wisconsin Act 55,
16 is renumbered 706.22 (2) (b) (intro.) and amended to read:

17 706.22 (2) (b) (intro.) Paragraph (a) does not prohibit do any of the following:

18 1. Prohibit a local governmental unit from requiring a real property owner or
19 the owner's agent to take certain actions with respect to the property not in
20 connection with the purchase, sale or, refinancing, or taking occupancy of, or the
21 transfer of title to, the property.

22 **SECTION 36.** 706.22 (2) (b) 2. of the statutes is created to read:

23 706.22 (2) (b) 2. Prohibit a local governmental unit from enforcing, or otherwise
24 affect the responsibility, authority, or ability of a local governmental unit to enforce,

SENATE BILL 445**SECTION 36**

1 a federal or state requirement that does any of the things a local governmental unit
2 is prohibited from doing under par. (a).

3 **SECTION 37.** 706.22 (3) of the statutes, as created by 2015 Wisconsin Act 55, is
4 renumbered 706.22 (3) (a) and amended to read:

5 706.22 (3) (a) If a local governmental unit has in effect on July 14, 2015, an
6 ordinance, resolution, or policy that is inconsistent with sub. (2) (a) 1m., the
7 ordinance, resolution, or policy does not apply and may not be enforced.

8 **SECTION 38.** 706.22 (3) (b) of the statutes is created to read:

9 706.22 (3) (b) If a local governmental unit has in effect on the effective date of
10 this paragraph [LRB inserts date], an ordinance, resolution, or policy that is
11 inconsistent with sub. (2) (a) 2m. or 3m., the ordinance, resolution, or policy does not
12 apply and may not be enforced.

13 **SECTION 39.** 800.035 (1) of the statutes is amended to read:

14 800.035 (1) A defendant may make an initial appearance in person or by
15 submitting a written response to the citation or complaint except when the judge has
16 required an appearance under s. 800.02 (2) (ag) 4. For the purposes of this section,
17 if a defendant is a limited liability company, the defendant appears in person if the
18 appearance is by a member, as defined in s. 183.0102 (15), by an agent or authorized
19 employee of the defendant, or by an agent of the member or an authorized employee
20 of the agent.

21 **SECTION 40.** 943.14 of the statutes is renumbered 943.14 (2) and amended to
22 read:

23 943.14 (2) Whoever intentionally enters or remains in the dwelling of another
24 without the consent of some person lawfully upon the premises or, if no person is
25 lawfully upon the premises, without the consent of the owner of the property that

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1 includes the dwelling, under circumstances tending to create or provoke a breach of
2 the peace, is guilty of a Class A misdemeanor.

3 **SECTION 41.** 943.14 (1) of the statutes is created to read:

4 943.14 (1) In this section, “dwelling” has the meaning given in s. 30.1335 (1)
5 (h). For the purposes of this section, a dwelling meets that definition regardless of
6 whether the dwelling is currently occupied by a resident.

7 **SECTION 42. Initial applicability.**

8 (1) The treatment of sections 704.17 (3m) and 704.19 (2) (b) 2. of the statutes
9 first applies to criminal activities or drug-related criminal activities that are
10 committed on the effective date of this subsection.

11 (2) The creation of section 704.17 (5) (b) of the statutes first applies to leases
12 and rental agreements that are entered into or renewed on the effective date of this
13 subsection.

14 (END)

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Urging Local Legislators to Sign On as Co-Sponsors of LRB 3896/1 which Proposes Allowing Municipalities to Establish a Premier Economic Development District and Additionally Permit Municipality to Purchase “Class B” Liquor Licenses from Contiguous and Noncontiguous Municipalities.

Committee Action: Pending

Fiscal Impact: None

File Number: 15-1214

Date Introduced: December 22, 2015

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the issuance of “Class B” liquor licenses by a municipality is limited due to quota limitations imposed under Wis. Stat. s. 125.51(4); and,

WHEREAS, the City of Wausau has currently issued all of the “Class B” liquor licenses available under its quota and currently has only eight (8) Reserve “Class B” liquor licenses remaining of its allotted quota of Reserve licenses; and,

WHEREAS, the City desires to encourage the development and growth of new businesses in its community; and,

WHEREAS, unique and creative small businesses such as painting studios now also seek “Class B” liquor licenses, in addition to traditional seekers of “Class B” liquor licenses such as food and restaurant establishments; and,

WHEREAS, the additional demand for such liquor licenses puts increased strain upon a municipality’s ability to foster and encourage the growth of small businesses in its community; and,

WHEREAS, the City simultaneously desires to encourage the both the development of these creative and unique small business as well as continue to accommodate and encourage the growth of restaurants and food establishments in its community, particularly along its newly developing river front; and,

WHEREAS, Representative David Steffen (R-Green Bay) has been circulating a compromise bill worked out between the Wisconsin League of Municipalities, the Realtors Association and the Tavern League; which provides options to municipalities that have issued all of their liquor licenses under the State of Wisconsin quota, a copy of which is attached as Exhibit 1; and,

WHEREAS, the bill proposes, among other things, to allow a municipality to establish a Premier Economic Development District enabling a municipality to issue up to two Premier “Class B” Reserve licenses and additionally would permit a municipality to purchase “Class B” liquor licenses from contiguous and noncontiguous municipalities within two (2) miles of the community’s borders.

NOW THEREFORE BE IT RESOLVED, that Common Council of the City of Wausau urges its local legislators to sign on as co-sponsors of LRB 3896/1 being circulated by Rep. David Steffen (R-Green Bay) and to consider and/or sponsor other legislation to enhance and support a municipality’s ability to encourage the development and growth of new businesses in its community by accommodating the desire of these businesses to obtain “Class B” liquor licenses.

BE IT FURTHER RESOLVED, that the City Clerk is directed to forward this Resolution to our local State Legislatures, the Governor, and the Wisconsin League of Municipalities.

Approved:

James E. Tipple, Mayor



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-3896/1
ARG:emw

2015 BILL

1 **AN ACT** *to amend* 125.51 (3) (e) 1., 125.51 (3) (e) 2., 125.51 (4) (br) 2. and 125.51
2 (4) (v) 1.; and *to create* 125.51 (3) (e) 4., 125.51 (3) (e) 6., 125.51 (4) (br) 1. g. and
3 h., 125.51 (4) (e) and 125.51 (4) (u) of the statutes; **relating to:** municipal
4 quotas for retail intoxicating liquor licenses.

Analysis by the Legislative Reference Bureau

This bill modifies certain aspects of the liquor license quota system and creates new liquor license quota exceptions.

Current law prohibits a person from selling alcohol beverages at retail unless the seller possesses a license or permit authorizing the sale. A "Class B" license authorizes the retail sale of intoxicating liquor for consumption on the licensed premises and, depending on the type of intoxicating liquor and whether a municipal ordinance has been adopted, may also authorize the retail sale of intoxicating liquor for consumption off the licensed premises, subject to certain limitations. Current law imposes a quota on the number of "Class B" liquor licenses that a municipality may issue. This quota is generally determined by a formula based on the number of licenses previously issued by the municipality and the municipality's population. For purposes of the quota system, a reserve "Class B" license is a "Class B" liquor license first issued on or after December 1, 1997. Current law provides a limited number of quota exceptions, including an exception for a full-service restaurant that has a seating capacity of 300 or more persons and an exception for a capital improvement area designated by the legislature.

BILL

This bill allows a municipality to transfer a reserve “Class B” liquor license to another municipality that is contiguous with, or within two miles of, the transferring municipality. The receiving municipality may then issue the license for a premises within that municipality. The quota of the transferring municipality is decreased, and the quota of the receiving municipality is increased, for each license transferred. A municipality may transfer no more than three reserve “Class B” licenses in this manner. The transferring municipality establishes the issuance fee for the license after it is transferred, which may not be less than \$10,000, and this fee must be remitted to the transferring municipality. This fee may not be rebated or refunded.

The bill also allows a municipality to designate a geographic area within the municipality as a premier economic development district, if certain requirements are met, and to issue two “Class B” liquor licenses in connection with an economic development project within the premier economic development district. These licenses are in addition to the “Class B” licenses counted toward the municipality’s quota. The bill includes a definition of an economic development project. The municipality must establish an initial issuance fee for these “Class B” licenses, which may not be less than \$30,000, and this fee may not be rebated or refunded.

Current law generally requires a municipality to establish an initial issuance fee for a reserve “Class B” license of at least \$10,000. This bill specifies that this fee may not be rebated or refunded.

This bill also modifies the quota exception for a full-service restaurant that has a seating capacity of at least 300 persons to require an interior, permanent seating capacity of at least 300 persons.

For further information see the *local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 125.51 (3) (e) 1. of the statutes is amended to read:
2 125.51 (3) (e) 1. Except as provided in subds. 2. ~~and 3.~~ to 4. and 6., the annual
3 fee for a “Class B” license shall be established by the municipal governing body and
4 shall be the same for all “Class B” licenses, except that the minimum fee shall be \$50
5 and the maximum fee shall be \$500. The minimum fee does not apply to licenses
6 issued to bona fide clubs and lodges situated and incorporated in the state for at least
7 6 years.

8 **SECTION 2.** 125.51 (3) (e) 2. of the statutes is amended to read:

BILL

1 125.51 (3) (e) 2. Each municipal governing body shall establish the fee, in an
2 amount not less than \$10,000, for an initial issuance of a reserve “Class B” license,
3 as defined in sub. (4) (a) 4., and, if the municipality contains a capital improvement
4 area enumerated under sub. (4) (x) 2. a., for an initial issuance of a “Class B” license
5 under sub. (4) (x) 3. and 4., except that the fee for an initial issuance of a reserve
6 “Class B” license to a bona fide club or lodge situated and incorporated in the state
7 for at least 6 years is the fee established under subd. 1. for such a club or lodge. The
8 fee under this subdivision is in addition to any other fee required under this chapter.
9 The annual fee for renewal of a reserve “Class B” license, as defined in sub. (4) (a)
10 1., and a “Class B” license issued under sub. (4) (x) 3. or 4. is the fee established under
11 subd. 1. A municipality may not rebate or refund to a “Class B” licensee or a person
12 affiliated with the “Class B” licensee or with the license application process,
13 including through any grant or tax credit program, the fee paid by the licensee under
14 this subdivision for initial issuance of a reserve “Class B” license.

15 **SECTION 3.** 125.51 (3) (e) 4. of the statutes is created to read:

16 125.51 (3) (e) 4. Each municipal governing body that transfers a license under
17 sub. (4) (e) shall establish the fee, in an amount not less than \$10,000, for issuance
18 of a reserve “Class B” license after it has been transferred under sub. (4) (e). A
19 municipality may not rebate or refund to a “Class B” licensee or a person affiliated
20 with the “Class B” licensee or with the license application process, including through
21 any grant or tax credit program, the fee paid under this subdivision for issuance of
22 the license after transfer. The annual fee for renewal of a reserve “Class B” license
23 after it has been transferred and reissued under sub. (4) (e) is the fee established
24 under subd. 1.

25 **SECTION 4.** 125.51 (3) (e) 6. of the statutes is created to read:

BILL

1 125.51 (3) (e) 6. Notwithstanding subd. 2., each municipal governing body that
2 has designated a premier economic development district under sub. (4) (u) 2. shall
3 establish the fee, in an amount not less than \$30,000, for initial issuance of a reserve
4 “Class B” license under sub. (4) (u) 3. A municipality may not rebate or refund to a
5 “Class B” licensee or a person affiliated with the “Class B” licensee or with the license
6 application process, including through any grant or tax credit program, the fee paid
7 by the licensee under this subdivision for initial issuance of a reserve “Class B”
8 license under sub. (4) (u) 3. The annual fee for renewal of a reserve “Class B” license
9 issued under sub. (4) (u) 3. is the fee established under subd. 1.

10 **SECTION 5.** 125.51 (4) (br) 1. g. and h. of the statutes are created to read:

11 125.51 (4) (br) 1. g. Add one license for each license transferred to the
12 municipality under par. (e).

13 h. Subtract one license for each license transferred from the municipality under
14 par. (e).

15 **SECTION 6.** 125.51 (4) (br) 2. of the statutes is amended to read:

16 125.51 (4) (br) 2. Notwithstanding subd. 1., if the difference between the
17 number of licenses determined under par. (b) 1g. and under par. (bm) 1. is 3 or fewer,
18 the number of reserve “Class B” licenses authorized to be issued by that municipality
19 is the difference between the number of licenses determined under par. (b) 1g. and
20 under par. (bm) 1., plus one per each increase of 500 population to the population
21 recorded under par. (bm), plus one for each license transferred to the municipality
22 under par. (e), minus one for each license transferred from the municipality under
23 par. (e), plus one if the municipality had issued a license under s. 125.51 (4) (br) 2.,
24 1999 stats., based on a fraction of 500 population but only as long as the total number

BILL

1 of licenses issued by the municipality equals the maximum number of licenses
2 authorized.

3 **SECTION 7.** 125.51 (4) (e) of the statutes is created to read:

4 125.51 (4) (e) 1. A municipality may make a request to another municipality
5 that is contiguous with, or within 2 miles of, the requesting municipality that the
6 other municipality transfer a reserve “Class B” license to the requesting
7 municipality. If the request is granted, the reserve “Class B” license shall be
8 transferred.

9 2. A municipality may transfer or receive more than one reserve “Class B”
10 license under this paragraph as long as each transfer meets the requirements of this
11 paragraph, but a municipality may not transfer more than 3 reserve “Class B”
12 licenses under this paragraph.

13 3. After transfer of a reserve “Class B” license under this paragraph, the
14 municipality receiving the reserve “Class B” license may issue and renew the reserve
15 “Class B” license in the same manner as other reserve “Class B” licenses that have
16 not been so transferred, except that the fee under sub. (3) (e) 4., not sub. (3) (e) 2.,
17 applies upon issuance of the reserve “Class B” license by the receiving municipality
18 after the transfer. Upon receipt of the issuance fee from the licensee, the receiving
19 municipality shall remit this issuance fee to the municipality that transferred the
20 license.

21 4. Notwithstanding subds. 1. to 3., if a municipality has not issued any licenses,
22 the municipality may not transfer any licenses under this paragraph.

23 **SECTION 8.** 125.51 (4) (u) of the statutes is created to read:

24 125.51 (4) (u) 1. In this paragraph:

BILL

1 a. “Economic development project” means a project or projects within a premier
2 economic development district that, alone or together, have an estimated
3 comprehensive new construction assessed valuation increase of at least \$20,000,000,
4 as established and certified by an independent 3rd-party appraiser or market
5 research firm that provides a written report regarding the estimated value to be
6 created by the project or projects.

7 b. “Premier economic development district” means a geographic area
8 designated under subd. 2.

9 2. A municipality may, by ordinance enacted by at least a two-thirds vote of the
10 municipality’s governing body, designate a geographic area within the municipality
11 as a premier economic development district if all of the following apply:

12 a. The geographic area does not exceed 40 acres and the boundaries of the
13 geographic area are precisely identified in the ordinance.

14 b. No part of the geographic area is physically separated from the rest of the
15 geographic area so that, except for public streets, similar community infrastructure,
16 and rivers and other waterways, each portion of the geographic area is contiguous
17 with some other portion of the geographic area.

18 c. The geographic area does not include any land that is zoned exclusively for
19 industrial use or zoned exclusively for single-family or 2-family residences.

20 3. Notwithstanding pars. (am) to (d) and s. 125.185 (5), a municipality that has
21 designated a premier economic development district may issue up to 2 “Class B”
22 licenses in connection with an economic development project within the premier
23 economic development district, in addition to the number of licenses determined for
24 the municipality’s quota under pars. (b) to (d) and in addition to any license under
25 par. (v) or (w).

