



**OFFICIAL NOTICE & AGENDA**  
REGULAR MEETING

**MEETING:** Finance Committee  
**DATE/TIME:** Tuesday, November 25, 2025 at 5:15 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

**MEMBERS:**  
Michael Martens (C) Vicki Tierney (VC)  
Becky McElhaney Aaron Griner  
Sarah Watson

**1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**

**2 Consideration of the minutes of the preceding meeting(s).**

October 28, 2025 Regular Finance Committee Minutes

November 11, 2025 Regular Finance Committee Minutes

**3 Discussion and possible action.**

- a. Establishing the 2025 Property Tax Equivalent for Wausau Water Works.
- b. Adding contract approvals within the procurement policy.
- c. Approving Credit Agreement with the Judd S. Alexander Foundation, Inc. – 201 N. 1st Avenue
- d. Approving Purchase of Animal Impoundment Services Agreement
- e. Approving Municipality Held for Cause Services Agreement between the Humane Society of Marathon County, Inc. and the City of Wausau from January 1, 2026 through December 31, 2027
- f. Approving Joint Powers Agreement with Marathon County regarding E911/NG-911 System.
- g. Approving Budget modification for Legal Department.
- h. Approving lease extension with Church of the Resurrection Parish.
- i. Extending the life of Tax Increment District Number 7 for affordable housing.
- j. Approving Wausau Downtwon Airport land lease.

**4 Adjournment.**

Michael Martens, Chair

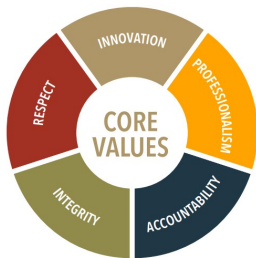
**NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND  
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER**



**DATE:** 11/19/2025  
**TIME:** 4:30 PM  
**POSTED BY:** Kody Hart

This meeting can be viewed on  
YouTube and Channel 981 on Cable TV

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



City of Wausau  
(715) 261-6500 | [clerk@wausauwi.gov](mailto:clerk@wausauwi.gov)  
[wausauwi.gov](http://wausauwi.gov)





**OFFICIAL MINUTES**  
REGULAR MEETING

**MEETING:** Finance Committee  
**DATE/TIME:** Tuesday, October 28, 2025 at 5:15 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

**MEMBERS:**  
Michael Martens (C) Vicki Tierney (VC)  
Becky McElhaney Chad Henke  
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke  
Members Not Present:  
Members Excused:  
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

**1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**

No public comment was given.

**2 Consideration of the minutes of the preceding meeting(s).**

Motion by Watson, seconded by Tierney, to approve all items outlined below. Motion Passed, 5-0.

**September 29, 2025** Budget Session #1 Finance Committee Minutes

**September 30, 2025** Budget Session #2 Finance Committee Minutes

**October 6, 2025** Budget Session #3 Finance Committee Minutes

**October 13, 2025** Budget Session #4 Finance Committee Minutes

**October 14, 2025** Joint Finance Committee and Economic Development Committee Minutes

**3 Discussion and possible action.**

**a. 2026 Business Improvement District Operating Plan.**

Motion by Watson, seconded by Henke, to approve. Motion Passed 5-0.

**b. Authorizing the issuance and sale of up to \$311,838 Taxable General Obligation Water System Promissory Notes, Series 2025, and providing for other details and covenants with respect thereto and approval of related \$9,450,172 financial assistance agreement.**

Motion by Watson, seconded by Henke, to approve. Motion Passed 5-0.

**c. Authorizing the issuance and sale of up to \$4,596,236 Water System Revenue Bonds, Series 2025, and providing for other details and covenants with respect thereto and approval of related \$5,407,337 financial assistance agreement.**

Motion by Henke, seconded by Watson, to approve. Motion Passed 5-0.

d. Recommending a 2026 Budget including setting the 2026 Fee Schedule.

McElhane stated opposition to the fee schedule because of the increase in fees for pet licenses.

Watson questioned if the city could increase the animal license late fee. It was stated state statutes outlined the amount late fee could be charged.

Tierney stated opposition to the fee schedule because the fees direct too much to individuals trying to make ends meet and questioned why the city is required to give funds to the county. It was stated that state statues require the city to cover county expenses for non-dog strays and that the city has two contracts with the humane society for animals held for cause and non-dog strays.

Martens stated that if the city's portion remained the same as last year, the fees would have to increase to \$27.

Watson questioned if setting a \$25 would be able to compromise.

Tierney questioned why there was a reduction in the microchip discount. It was stated that it was to help make the math easier for people who have difficulty totaling the animal license fee they owe. Tierney further stated there were items on the fee schedule that did not make a profit, but with animals it is not about profit.

Motion by Watson, seconded by Henke, to approve the fee schedule without the pet animal license fees. Motion Passed 5-0.

4 Adjournment.

Motion by Henke, seconded by Tierney, to adjourn. Motion carried. Meeting adjourned at 5:41PM



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**OFFICIAL MINUTES**  
REGULAR MEETING

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**DATE/TIME:** Tuesday, November 11, 2025 at 5:15 PM  
**LOCATION:** Wausau City Hall – Council Chambers  
407 Grant Street, Wausau WI, 54403

**MEMBERS:**  
Michael Martens (C) Vicki Tierney (VC)  
Becky McElhaney Chad Henke  
Sarah Watson

Members Present: Michael Martens, Vicki Tierney, Becky McElhaney , Sarah Watson, Chad Henke  
Members Not Present:  
Members Excused:  
Present 5, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 05:16 PM.

**1 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**

No public comment was given.

**2 Discussion and possible action.**

**a. Accepting the 2026 Beat Patrol Grant for the Wausau Police Department.**

Motion by Watson, seconded by Tierney, to accept the 2026 Beat Patrol Grant for the Wausau Police Department. Motion Passed 5-0.

**b. Authorization of 3% COLA for non-represented employees effective December 21, 2025.**

Motion by Watson, seconded by Henke, to approve. Motion Passed 5-0.

**c. Approving the Retention of Mueller Communications for Referendum Services.**

Watson questioned if this was funded from reserves and the specifics of the communication services offered for the referendum. It was stated the funding was from reserves and that the communication services would include the mailer, including the asset creation and postage.

Motion by Henke, seconded by Watson, to approve the retention of Mueller Communications. Motion Passed 3-2, with Tierney and McElhaney opposed.

**d. Reviewing and Awarding Proposals for Auditing Services.**

Martens stated concerns with Mauldin & Jenkins as the company did not have any Wisconsin clients.

Tierney stated support of Mauldin & Jenkins as the company is fresh into the state and will be incentivized to have positive reputation in this market.

Motion by Tierney, seconded by Watson, to approve Mauldin & Jenkins for audit

services. Motion Passed 5-0.

**3 Adjournment.**

Motion by Watson, seconded by Henke, to adjourn. Motion carried. Meeting adjourned at 05:27 PM.



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

<b>RESOLUTION OF THE FINANCE COMMITTEE</b>	
Establishing the 2025 Property Tax Equivalent for Wausau Water Works.	
Committee Action:	Approved
Fiscal Impact:	None
<b>File Number:</b>	23-1121
<b>Date Introduced:</b>	December 9, 2025

FISCAL IMPACT SUMMARY			
<b>COSTS</b>	<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: Wausau Water Works</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$1,590,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Financed through user fees</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> <span style="float: right;"><i>Annual Retirement</i></span>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

**RESOLUTION**

**WHEREAS**, Wisconsin Statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest and debt service fund requirements, local and school tax equivalents, additions and improvements and other necessary disbursements or indebtedness; and

**WHEREAS**, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

**WHEREAS**, a municipality’s governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than allowed under PSC 109.02, Wis. Administrative Code; and

**WHEREAS**, the City of Wausau Finance Committee recognizes the financial limitations of the Wausau Water Works water utility due to the new treatment plant and wishes to smooth the user rate structure; and

**WHEREAS**, your Finance Committee has developed a 2026 budget that maintains the prior year tax equivalent revenue budget for the general fund in the amount of \$1,590,000 and wishes to establish the 2025 tax equivalent for the same; and

**WHEREAS**, for clarification, the flat tax equivalent of \$1,590,000 authorized in this resolution, is the tax equivalent reported to the Public Service commission for the year 2026; and

**NOWHERE BE IT RESOLVED**, by the Common Council of the City of Wausau that the tax equivalent payment from the water utility be set at \$1,590,000 for the year 2025; and

**BE IT FURTHER RESOLVED**, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

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Doug Diny, Mayor

# CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

## **POLICY OBJECTIVE**

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

## **COVERAGE**

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

## **GOALS**

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

## **ETHICAL STANDARDS**

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.

7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

## **GENERAL GUIDELINES**

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
  - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
  - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$ \$10,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City's procurement

decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

### **PURCHASE OF GOODS**

1. Purchase of Goods under \$10,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$10,000 to \$25,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department MUST obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
  - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
  - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
  - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
  - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$10,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
  - a. Copiers - coordinated by the CCITC.
  - b. Computer hardware/software - coordinated by CCITC.
  - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
  - d. Furniture – coordinated by Department of Public Works.
  - e. Office Supplies – coordinated by the Finance Department.
  - f. Janitorial Services – coordinated by Department of Public Works.

- g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
- h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.

## **PURCHASE OF SERVICES**

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
  1. Construction projects greater than \$50,000 shall be approved by the Common Council prior to letting bids.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.
  1. Request for Proposal Required
    - a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
    - b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
    - c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
    - d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
    - e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
    - f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.
- c) The invoices of Counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed \$50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.
- d) Billing Frequency and Format
  - i) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
  - ii) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

**SOLE SOURCE**

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of the purchase, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or

economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$ \$10,000 shall be evaluated and determined by the Department Head. No written documentation required.
2. Sole source purchase of \$10,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$25,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$25,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

## **BUDGET**

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

## **CONTRACT AUTHORIZATION**

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
  - a) The funds for services are included in the approved City budget.
  - b) The procurement for services complies with the procurement policy.
  - c) The City Attorney has reviewed and approved the form of the contract.
  - d) The contract complies with other laws, resolutions and ordinances.
  - e) The contract term meets one of the following criteria:
    1. The contract is for a period of one year or less, or
    2. The contract is awarded by the Board of Public Works, or
    3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
  - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
  - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
  - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a

proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.

- (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
- (e) Intergovernmental Contracts in excess of \$10,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
- (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
- (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase for goods or services valued at \$10,000 or less, with a purchase order, may be signed by individual department directors as long as the purchase is provided in the budget.

H:\fwcommon\financialpolicies\procurementpolicy.wpd

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

Approving 2022 Street Reconstruction Projects and Authorization to Let Bids

Committee Action:      **Approved 4-0**

Fiscal Impact:         Estimated construction cost \$2,366,300; estimated special assessments \$171,000

**File Number:**           21-1211

**Date Introduced:**     January 25, 2022

**FISCAL IMPACT SUMMARY**

<b>COSTS</b>	<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>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,366,300</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
<b>SOURCE</b>	<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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,366,300   Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

**RESOLUTION**

**WHEREAS**, the following streets have been proposed for construction under the 2022 Street Construction Project:

- Bugbee Avenue from Burek Avenue to the east termini
- 4<sup>th</sup> Street from McClellan Street to Scott Street
- 4<sup>th</sup> Avenue from Bridge Street to Knox Street

**WHEREAS**, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned streets; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on December 14, 2021; and the Engineer's report has been filed with the City Clerk, and

**WHEREAS**, the Board of Public Works conducted public hearings for the project special assessments on January 5, 2022, and

**WHEREAS**, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on January 13, 2022 and recommends work be accomplished under the 2022 Street Construction Projects, and

**WHEREAS**, the 2022 special assessment rate was set by Council on September 28, 2021, and

**WHEREAS**, street grades will be established or reestablished and fixed as shown on the plans for the project (copy on file in the Engineering Department), and minor revisions will be made in the plans as may be necessary during construction, now therefore

**BE IT RESOLVED** that the Common Council authorizes securing of bids and construction of the 2022 Street Construction Projects.

Approved:



Katie Rosenberg, Mayor



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Office of the City Attorney

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

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Anne L. Jacobson  
City Attorney

### Memorandum

**From:** Anne Jacobson   
**To:** Finance Committee  
**Date:** November 18, 2025  
**Re:** Credit Agreement with Judd S. Alexander Foundation – 201 N. 1<sup>st</sup> Ave.

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On September 23, 2025, the City authorized the purchase of the former MBX Property for the purchase price of \$900,000.

Background: On October 6, 2025, I was asked to review the attached Credit Agreement and Promissory Note. The Judd S. Alexander Foundation, Inc., is offering to make loan(s) to the City up to the principal amount of \$250,000, the proceeds of which are to be used for the acquisition, revitalization and redevelopment of the property at 201 North First Avenue. I understand this loan is not necessary for the acquisition of the property.

The Lender prefers to see the redevelopment of that property include a multi-unit affordable housing component, and “any amounts advanced under the terms of the Note may be forgiven in such event.”

The loan (and accrued but unpaid interest) is due and payable **September 30, 2028**, unless the City exercises its extension option for an additional two years, to September 30, 2030.

After the September 30, 2028 deadline, interest will accrue on the unpaid principal at 5% per annum, and after maturity or any default, interest shall accrue on the principal amount of all loans made under the Note at 12% per annum.

The City entered into a similar Loan on November 15, 2016, for \$200,000 for the acquisition and redevelopment of 415 South First Avenue (former Westside Battery). At that time, for comparison, the interest rate was 2.75% and the interest at maturity was 10%.

Summary: While the agreement is approved as to form, I make no opinion on the business terms of this Agreement. I point out that this is a loan, forgiveable in amounts and at a time in the sole discretion of the Lender.

The City has enjoyed a collaborative relationship with the Foundation, and as such, can certainly choose to accept this loan, knowing it is the intent of the Foundation to forgive the loan(s) up to \$250,000, if the City is able to redevelop the property within 3 to 5 years, and include an affordable housing component. While there are no objective standards for achieving loan forgiveness, it is expected that the City would continually market the property and remain in discussions with the Foundation throughout the initial term if it finds itself unable to complete redevelopment in that time. The City can then exercise its sole option, to extend the deadline for repayment for an additional two years, giving it five (5) years within which to redevelop the property.

**CREDIT AGREEMENT  
(FORMER MBX PROPERTY)**

Judd S. Alexander Foundation, Inc.  
500 N. First Street  
P.O. Box 2137  
Wausau, WI 54402-2137

October 1, 2025

Ladies and Gentlemen:

The undersigned City of Wausau, a municipal corporation (the "Borrower"), requests that Judd S. Alexander Foundation, Inc., a Wisconsin non-stock corporation (the "Lender") make loans to the Borrower on the terms stated herein.

**ARTICLE I  
LOANS**

1.1 Loans and Note. On and after October 1, 2025, Borrower may obtain loans from Lender up to the principal amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00). Such loans shall be evidenced by a promissory note of the Borrower (the "Note"), payable to the order of Lender in the principal amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or the aggregate principal amount of advances outstanding hereunder at any one time, dated as of the date hereof, in the form of Exhibit A annexed hereto. The Note shall be executed by the Borrower and delivered to Lender prior to the initial loan hereunder. Borrower agrees that its loan balance at any time shall be the amount reflected on the records of Lender relating to the loans made hereunder.

1.2 Prepayment. The Note may be prepaid in whole or in part at the option of the Borrower at any time without premium or penalty.

1.3 Computation of Interest. Interest, if any, hereunder shall be computed on the basis of a year consisting of 365 days.

1.4 Use of Proceeds. The Borrower shall cause the City of Wausau to utilize the proceeds of the loan to fund the acquisition, revitalization and redevelopment of certain real estate commonly known as 201 North First Avenue, Wausau, Wisconsin (the "Project Property"). The Borrower acknowledges and agrees that the Lender would prefer to see that the Project Property redevelopment include a multi-unit affordable housing component, and that any amounts advanced under the terms of the Note may be forgiven in such event. For purposes of this Credit Agreement, the term "affordable housing" shall not solely be deemed to mean participation in any particular federal or state program; instead, the term shall encompass any

housing units that are reasonably priced for the Wausau market and the neighborhood where the Project Property is located given the totality of circumstances.

1.5 Mandatory Payment. The Borrower shall pay the Note and all accrued but unpaid interest thereon (if any) upon the first to occur of: (a) September 30, 2028 (the “Redevelopment Deadline”), or (b) ten (10) days after notice from Lender that the Project Property is no longer being actively prepared and marketed by the Borrower or its affiliates for sale and redevelopment; provided, however, that the Borrower may, at its option, request a single extension of the Redevelopment Deadline for an additional two (2) years (i.e., until September 30, 2030) (the “Extension Option”), and such Extension Option shall be granted by the Lender if, in Lender’s sole discretion, satisfactory efforts have been made towards marketing and redeveloping the Project Property to include a multi-unit affordable housing component. For the avoidance of doubt, clause (b) of the preceding sentence shall not be subject to the foregoing Extension Option—in other words, in the event the Project Property is no longer being actively prepared and marketed by the Borrower or its affiliates for sale and redevelopment, the Note and all accrued but unpaid interest thereon shall be due and payable within ten (10) days following notice thereof from the Lender to the Borrower.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

In order to induce Lender to make the loans as herein provided, the Borrower represents and warrants to Lender as follows:

2.1 Organization. The Borrower is a municipality organized under the laws of the State of Wisconsin. Borrower has the authority to carry on its municipal business as conducted on the date hereof and as contemplated by this Agreement.

2.2 Authority. The Borrower is duly authorized to execute and deliver this Agreement; the Borrower is and will continue to be duly authorized to borrow moneys hereunder and to execute and deliver the Note and to perform this Agreement.

2.3 Absence of Conflicting Obligations. The execution and delivery of this Agreement by the Borrower does not, and borrowings hereunder and the execution and delivery of its Note by the Borrower and the performance by the Borrower of its obligations under this Agreement and the Note will not, conflict with any provision of law or of the charter of the Borrower or of any agreement binding upon the Borrower.

2.4 Absence of Litigation. The Borrower is not a party to any litigation or administrative proceeding, nor so far as is known by the Borrower is any litigation or administrative proceeding threatened against it, which in either case would, if adversely determined, cause any material adverse change in its real estate or the conduct of the business of the Borrower.

2.5 Liens. The Borrower will have good title to the Project Property free and clear of all liens, except those which do not limit the ability of Borrower to revitalize or redevelop the Project Property.

### ARTICLE III LOAN COVENANTS

The Borrower covenants that, without the prior written consent of the Lender, it will not, while any credit is available to the Borrower hereunder and while any part of the Note remains unpaid:

3.1 Sell or dispose of the Project Property or permit to exist any lien or encumbrance with respect to the Project Property except liens that are being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained.

3.2 Create, permit and/or suffer to exist any lien, security interest, mortgage and/or encumbrance (statutory and otherwise) against the Project Property.

### ARTICLE IV DEFAULTS

In the event that any one or more of the following events shall occur:

4.1 Default in Payment of Note. The Borrower shall fail to make a payment of any principal or interest, if due, on the Note by ten (10) days following the due date thereof.

4.2 Default in Performance of Agreement. Default in the performance or observance of any of the other agreements or conditions herein required to be observed or performed by the Borrower, continuing for a period of fifteen days after written notice thereof is given to the Borrower by Lender.

4.3 Representations or Statements False. Any representation or warranty made by the Borrower herein or any certificate delivered pursuant hereto, or any financial statement delivered to Lender, shall prove to have been false in any material respect as of the time when made or given.

4.4 Default on Other Debt. The Borrower shall fail to pay all or any part of the principal of or interest on any indebtedness of or assumed by the Borrower for borrowed money as and when due and payable, whether at maturity, by acceleration or otherwise, and such default shall not be cured within the period or periods of grace, if any, specified in the evidences of such indebtedness.

4.5 Judgments. A final judgment which, together with other outstanding final judgments against the Borrower, exceeds an aggregate of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) shall be entered against the Borrower and shall remain outstanding and unsatisfied, unbonded or unstayed after sixty days from the date of entry thereof.

4.6 Bankruptcy; Insolvency. The Borrower shall: (a) become insolvent; or (b) be unable, or admit in writing its inability to pay its debts as they mature; or (c) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (d) be adjudicated a bankrupt; or (e) file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors; or (f) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or for reorganization or to effect a plan or other arrangement with creditors; or (g) apply to a court for the appointment of a receiver for any of its assets; or (h) have a receiver appointed for any of its assets (with or without the consent of the Borrower), and such receiver shall not be discharged within sixty (60) days after his appointment;

then, and in any such event, Lender may (by written notice to the Borrower) immediately terminate the obligation of Lender to make loans hereunder and/or declare the unpaid principal balance of the Note, together with all interest accrued thereon, to be immediately due and payable; and the unpaid principal balance of and accrued interest on the Note shall thereupon be due and payable without further notice of any kind and notwithstanding anything to the contrary herein or in the Note contained.

#### ARTICLE V MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Other than the fees and expenses of Lender associated with the preparation of this Agreement, which will be paid by Lender, the Borrower shall be responsible for the payment of all fees and out-of-pocket disbursements incurred by Lender in connection with this Agreement.

5.2 Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon any successor to any of the parties hereto and shall extend and be available to any holder of the Note. No delay on the part of Lender or any holder of the Note in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies which Lender or the holder of the Note would otherwise have.

5.3 Survival. All agreements, representations and warranties made herein shall survive the execution of this Agreement, the making of the loans hereunder and the execution and delivery of the Note.

5.4 Wisconsin Law. This Agreement and the Note issued hereunder shall be governed by the laws of the State of Wisconsin.

5.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

5.6 Notices. All communications or notices required under this Agreement shall be deemed to have been given on the date when deposited in the United States mail, postage prepaid, and addressed as follows (unless and until any of such parties advises the other in writing of a change in such address): (a) if to the Borrower, with the full name and address of the Borrower shown on this Agreement below; and (b) if to Lender, with the full name of Lender, and addressed to P.O. Box 2137, 500 N. First Street, Wausau, Wisconsin 54402-2137, to the attention of the officer of Lender executing the form of acceptance of this Agreement.

[Signatures on Next Page]

If the foregoing is satisfactory to you, please sign the form of acceptance below and return a signed counterpart hereof to the Borrower, whereupon this instrument will evidence a binding agreement between Lender and the Borrower.

Very truly yours,

CITY OF WAUSAU  
(Borrower)

By: \_\_\_\_\_  
Doug Diny, Mayor

By: \_\_\_\_\_  
Kaitlyn Bernarde, City Clerk

Address:  
City Hall  
407 Grant Street  
Wausau, WI 54403-4783

The foregoing Agreement is hereby confirmed and accepted as of the date thereof.

JUDD S. ALEXANDER FOUNDATION, INC.  
(Lender)

By: \_\_\_\_\_  
Gary W. Freels, President

**EXHIBIT A**  
**FORM OF PROMISSORY NOTE**

**PROMISSORY NOTE**  
**(FORMER MBX PROPERTY)**

**\$250,000.00**

**October 1, 2025**

For value received, the undersigned, **City of Wausau**, a municipality organized under the laws of Wisconsin (the "Maker"), hereby promises to pay to the order of **Judd S. Alexander Foundation, Inc.**, a Wisconsin corporation, or its assigns (the "Holder"), at its main office in Wausau, Wisconsin, the principal sum of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or, if less, the aggregate unpaid principal amount of all loans made under this Note, without interest until the Redevelopment Deadline (as defined in the paragraph below), after which date interest would accrue on the unpaid principal at the rate of five percent (5%) per annum. Notwithstanding the foregoing, after maturity or any default hereunder, interest shall accrue on the principal amount of all loans made under this Note at the rate of twelve percent (12%) per annum.

Payments of outstanding principal and interest under this Note shall be made in lawful money of the United States of America as follows: the full principal amount hereof, or so much thereof as shall have been advanced and remain unpaid, together with accrued interest thereon, on demand by the holder hereof on or after the first to occur of: (i) September 30, 2028 (the "Redevelopment Deadline"), or (ii) ten (10) days after notice from the holder of this Note that the Project Property (as defined in the Credit Agreement) is no longer being actively prepared and marketed by the Maker or its affiliates for sale and redevelopment; provided, however, that the Maker may, at its option, request a single extension of the Redevelopment Deadline for an additional two (2) years (i.e., until September 30, 2030) (the "Extension Option") (during which time interest would accrue as set forth in the preceding paragraph). For the avoidance of doubt, clause (ii) of the preceding sentence shall not be subject to the foregoing Extension Option—in other words, in the event the Project Property is no longer being actively prepared and marketed by the Maker or its affiliates for sale and redevelopment, the Note and all accrued but unpaid interest thereon shall be due and payable within ten (10) days following notice thereof from the Holder to the Maker.

This Note is issued by the undersigned pursuant to the Credit Agreement, dated as of October 1, 2025, between the undersigned and Judd S. Alexander Foundation, Inc. (the "Credit Agreement"), to which Credit Agreement reference is hereby made for a statement of the terms and conditions by which loans evidenced hereby were or may be made, and for a description of the conditions upon which this Note may be prepaid or required to be paid.

CITY OF WAUSAU

By: \_\_\_\_\_  
Doug Diny, Mayor

By: \_\_\_\_\_  
Kaitlyn Bernarde, City Clerk



# WAUSAU

*...as the standard of  
excellence in policing*

## Memorandum

From: Captain Nathan Cihlar, Police Department

To: Finance Committee

Date: November 18, 2025

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

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### **Purpose:**

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

### **Background:**

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the City of Wausau.

The 2026 agreement is for 140 non-dog strays (reduction from 250 non-dog strays in 2025), to align with 2026 contract budget adjustment (reduction) of -\$20,000, per Finance Committee - October 2025.

### **Impact:**

Budget reduction to \$25,900 for the contract, for up to 140 non-dog strays (LESS 2024 Return to Owner credits of \$630) for a **NET contract amount of \$25,270 for 2026**. The contracted per animal rate remains at \$185 per non-dog stray.

### **Recommendation:**

Department recommends approving the renewal of the one-year contract.

**PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT**

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

Municipality Address: Mayor Doug Diny  
City of Wausau  
407 Grant Street  
Wausau WI 54403

Humane Society: Executive Director  
7001 Packer Drive  
Wausau WI 54401

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

**RECITALS**

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays and

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

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

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

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

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

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

## **AGREEMENT**

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

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

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

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

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

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

**2.0 COMPENSATION.** MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

**CY 2026** - \$25,900 for the contract, for up to 140 non-dog strays **LESS** 2024 Return To Owner credits of \$630.00 **NET contract amount of \$25,270 for 2026.**

2.1 The NET 2026 contract price of **\$25,270** shall be due and paid in full on or before January 30, 2026.

2.2 In the event MUNICIPALITY (by its personnel or by others at the direction of or permission of its personnel) delivers animals beyond 140 non-dog strays, HSMC will bill MUNICIPALITY at rate of \$200 per animal. Once 140 non-dog strays have been accepted on behalf of MUNICIPALITY in 2026, MUNICIPALITY is otherwise not responsible for costs of further non-dog strays which HSMC elects to accept from private individuals.

2.3 If less than 140 non-dog strays are brought in during the calendar year 2026 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2026 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2027.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2025 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 2024, there were 67 cats that qualified for a credit of \$630.00 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2026 FOR 2024 RETURN TO OWNER ANIMALS IS \$630.00.**

### **3.0 TERM OF AGREEMENT.**

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) year commencing January 1, 2026 through December 31, 2026. 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 designated Animal Control personnel or law enforcement officers.

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

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

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

## **5.0 EXECUTION AND PERFORMANCE OF SERVICES.**

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

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

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

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

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

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

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

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

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animal's 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 1/12<sup>th</sup> for each month that the Agreement is in effect whichever is greater.

## **7.0 INSURANCE AND INDEMNIFICATION.**

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

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

## 7.2 Indemnification.

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

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

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

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

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

## 9.0 NOTICES.

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

Mayor Doug Diny  
City of Wausau  
407 Grant Street  
Wausau WI 54403

Kaitlyn Bernarde  
City Clerk  
407 Grant Street  
Wausau WI 54403

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

Lisa Leitermann  
Executive Director  
Humane Society of Marathon Co.  
7001 Packer Drive  
Wausau WI 54401

Amanda Molin  
President of the Board of Directors  
Humane Society of Marathon Co.  
7001 Packer Drive  
Wausau WI 54401

## **10.0 MISCELLANEOUS.**

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

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

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

10.4 Construction.

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

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

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

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

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

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

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

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

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

**15.0 WARRANTY OF CAPACITY TO EXECUTE.**

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

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Amanda Molin, 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.





# WAUSAU

*...as the standard of  
excellence in policing*

## Memorandum

From: Captain Nathan Cihlar, Police Department  
To: Finance Committee  
Date: November 18, 2025  
Re: Renewal of Held for Cause Services Agreement with HSMC

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### Purpose:

Requesting renewal of the Held for Cause Services Agreement for two years, 2026 and 2027, with the Humane Society of Marathon County.

### Background:

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

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

### Impact:

Term	Admission Fee	Max Billable days	Daily Rate	Disposition Charge	Vet Bills
2026-2027	\$60.00	Not limited	\$16.00	\$160.00	Billed at cost

### Recommendation:

Department recommends approving the renewal of the two-year contract.

# **MUNICIPALITY HELD FOR CAUSE SERVICES AGREEMENT**

## **THE HUMANE SOCIETY OF MARATHON COUNTY, INC.**

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

### **RECITALS**

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (A not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (a) animals taken into custody by personnel 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 MUNICIPALITY's personnel 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 MUNICIPALITY's personnel 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 with the City of Wausau Police Department (WPD) will ensure delivery of the animal(s) to its choice of veterinarians and provide HSMC with the record of the veterinary assessment, including any aftercare instructions; or delivery of the animal(s) to HSMC staff with the implied authority to seek a veterinary assessment.
4. If HSMC seeks a veterinary assessment, WPD administration will be contacted by HSMC following the initial veterinary assessment. WPD administration 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 WPD administration does not consent, HSMC reserves the right to make a public appeal for funding such expense.

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

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

### **3.0 TERM OF AGREEMENT.**

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be two (2) years commencing **January 1, 2026** and this term shall expire **December 31, 2027**. 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 MUNICIPALITY's personnel 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 by any MUNICIPALITY personnel. 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's personnel to bring in such animals. MUNICIPALITY and its personnel agree to complete the "Officer Impound" form. Facility will be open to private individuals during normal operating hours.

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

### 5.6 Disposition of Animals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6.0 TERMINATION OF AGREEMENT.**

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

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

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

## **7.0 INSURANCE and INDEMNIFICATION.**

7.1 Indemnification of MUNICIPALITY. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs

or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this Agreement.

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

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

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

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

## **8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.**

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

## **9.0 NOTICES.**

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

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

Lisa Leitermann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Amanda Molin Vice President of the Board of Directors Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401
---	--

**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, Doug Diny, in my capacity as Mayor for the City of Wausau, and I, Kaitlyn Bernarde, in my capacity as City Clerk for the City of Wausau, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither they nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

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

**FOR HUMANE SOCIETY OF MARATHON COUNTY:**

---

LISA LEITERMANN,                      Date  
Executive Director, HSMC

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AMANDA MOLIN,                      Date  
President Board of Directors, HSMC

**FOR MUNICIPALITY:**

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DOUG DINY                                      Date  
Mayor, City of Wausau

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KAITLYN A. BERNARDE                      Date  
City Clerk, City of Wausau



City Attorney  
Anne Jacobson, City Attorney

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**DATE:** November 25, 2025  
**TO:** Finance Committee  
**SUBJECT:** 92-1135 Approving Joint Powers Agreement with Marathon County regarding E911/NG-911 System.

#### **PURPOSE**

To obtain your approval of a Joint Powers Agreement with Marathon County for the E911/NG-911 system for the calendar year, 2026.

#### **BACKGROUND**

On December 12, 2024, Council approved a Joint Powers Agreement with the County for one year, effective January 1, 2025.

Section 256.35(9)(a), Wis. Stats., requires public agencies to annually enter into a joint powers agreement.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

Approval.

**JOINT POWERS AGREEMENT  
MARATHON COUNTY E911/NG-911 SYSTEM**

IT IS HEREBY AGREED by and between Marathon County, a municipal body corporate and public agency as defined in Wis. Statutes: 256.35(9)(a) through (c), and City of Wausau, a Wisconsin municipal corporation and a public agency as defined by Wis. Statutes 256.35(9)(a) through (c) that:

1. This Joint Powers Agreement is entered into pursuant to Wis. Statutes: 256.35(9)(a) through (c), and in strict conformity therewith.
2. This agreement shall be effective January 1, 2026 and continue in full force and effect for a period of one year until December 31, 2026, unless either party notifies the other in writing of this intent to cancel or renegotiate said agreement. Said written notice must be given not less than ninety (90) days prior to the expiration date. This agreement is intended to reaffirm the intent of the parties to annually enter into a joint powers agreement, which was last reaffirmed on January 1, 2025.
3. This agreement shall be applicable on a daily basis.
4. If an emergency service vehicle is dispatched in response to a request through the E911/NG-911 system, such vehicle shall render its services to the person(s) needing the service regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.
5. The definitions of Wis. Statutes 256.35(1) are incorporated by reference as if set forth in full and shall be applicable in the interpretation of this Joint Powers Agreement.
6. A copy of this Joint Powers Agreement shall be filed with the Wisconsin Department of Justice as required by Wis. Statute 256.35(9)(c).

Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2025

MARATHON COUNTY

BY: \_\_\_\_\_

Lance Leonhard  
County Administrator

Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF WAUSAU

BY: \_\_\_\_\_

Doug Diny  
Mayor



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Office of the City Attorney

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

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Anne L. Jacobson  
City Attorney

### Memorandum

**From:** Anne Jacobson *af*  
**To:** Finance Committee  
**Date:** November 19, 2025  
**Re:** 2025 Budget Modification for City Attorney Legal Fees

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**Purpose:**

To approve a budget modification to those funds budgeted for legal fee expense and authorize payment of unpaid legal fees.

**Background:**

The 2025 approved budget allocated **\$70,000** for Legal Fees. That budget was exceeded by \$37,219.00 through the May billing.

The Council approved a 2025 Budget Modification on July 8, 2025, in the amount of \$140,000, through personnel savings within the City Attorney budget. By the end of September, the additional budget was exceeded by \$43,460.

The proposed 2026 Budget freezes one of two full-time assistant city attorney positions, and there remains an open recruitment for one position since October 5, 2025.

- I. There are three general areas which contribute to the unexpected expense.
  1. Contracted Municipal Prosecutor. Our municipal court prosecutor is a professional service contracted with a private local firm. Therefore, his hourly rate is not classified as personnel expense, but as contracted legal fees.

From the attached chart (Attachment A), you will note that the one-year agreement from 11/14/24 – 11/14/25, accounts for fees *billed through October 31, 2025 (two weeks short of one year)* and totals **\$123,440**. This represents approximately 30% of the time of a full time assistant. A full-time assistant position is currently posted with a salary range between **\$83,304.00** and **\$117,448.80**. Both positions have remained vacant since July and November of 2024. For the renewal term, services will continue to be billed at an hourly rate, not to exceed \$9,500 per month, for a cap of \$114,000, with the ability for both parties to terminate the engagement during the term.

2. Unanticipated Legal Expense. These fees were incurred in relation to handling the critical incident relating to the removal of the ballot drop box, an investigation into the City Attorney and Finance Director in relation to a citizen verified complaint, representation of the Ethics Board in a citizen complaint against the Mayor, a separate investigation into a delayed response to an open record request, as the second count of the citizen verified complaint, and an investigation of the City Attorney (see Attachment B). Those fees now incurred total **\$163,412.42**. The invoices billed by Attolles Law for Attorney Malia Malone, in March, April and May, but submitted to the Attorney’s Office on November 17, in the amount of **\$14,595.00**, will need to be authorized by Council for payment, since the City Attorney did not engage or authorize this attorney, nor were fees provided in the budget for this matter.
  
3. Outside Legal Fees. As of this date, and with the exception of PFAS related multi-district litigation, the City has 5 suits pending. I am the attorney of record on one, and 3 have insurance designated counsel (2 different insurance companies). For the two defended by CVMIC, the self insured retention amount is paid from the insurance fund. The one defended by Transit Mutual is paid in full by Transit Mutual.

II. Explained a different way, here are incurred, but unpaid invoices:

Budget exceeded	\$43,460.00
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October invoices:

- Buelow and Vetter (October invoice) \$ 3,391.50
- Quarles & Brady (MBX purchase) 625.00
- Davczyk & Varline (Oct. prosecution) 7,300.00
- Davczyk & Varline (Oct. Greenwood Hills) 292.50
- Quarles & Brady (Oct. – Foundry Bond) 1,417.00
- Quarles & Brady (Cleveland environmental) 1,758.50
- Crivello, Nichols & Hall (October Ethics hearing) 19,508.00

	34,292.50
• Municipal Court Prosecution (Nov. and Dec.)	17,000.00
• Buelow and Vetter (Nov. and Dec.)	10,000.00
• Attolles Law (March, April, May 2025 – investigation of second count of Keene Winters’ verified complaint	14,595.00
<b>TOTAL</b>	<b>\$ 119,347.50</b>

III. Estimated Expense through 2025

Of the two remaining suits, the fees for which are paid by the outside legal services account, one is handled by me and one is handled by Davczyk & Varline.

Given an average monthly invoice on the Greenwood Hills case, I would estimate fees for November and December not to exceed a total of \$1,000.

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE DATE</u>	<u>ENTERED DATE</u>	<u>AMOUNT</u>
Legal Services	Davczyk-Greenwood Hills suit	07/31/2025	08/19/2025	\$ 1,150.50
	Davczyk-Greenwood Hills suit	08/31/2025	09/16/2025	\$ 429.00
	Davczyk-Greenwood Hills suit	09/30/2025	10/15/2025	\$ 78.25
	Davczyk-Greenwood Hills suit	10/31/2025	11/19/2025	\$ 292.50

**Recommendation:**

It is recommended that the budget modification of \$120,500 be made from personnel savings and used to pay outstanding and anticipated legal fees, and that the outstanding fees of Attolles Law be authorized for payment by the Common Council.

DAVCZYK & VARLINE INVOICES FOR MUNICIPAL PROSECUTION			
DATE OF SERVICE	INVOICE AMOUNT	TOTAL	
11/14/24-11/29/24	\$ 9,080.00	\$ 9,080.00	
12/03/24-12/27/24	\$ 9,440.00	\$ 18,520.00	
01/03/25-01/30/25	\$ 10,840.00	\$ 29,360.00	
02/03/25-02/28/25	\$ 11,660.00	\$ 41,020.00	
03/03/25-03/29/25	\$ 9,760.00	\$ 50,780.00	
04/01/25-04/30/25	\$ 7,660.00	\$ 58,440.00	
05/01/25-05/31/25	\$ 17,420.00	\$ 75,860.00	
6/1/25-6/30/25	\$ 15,920.00	\$ 91,780.00	
7/1/25-7/31/25	\$ 10,080.00	\$ 101,860.00	
8/1/25-8/29/25	\$ 4,820.00	\$ 106,680.00	
9/2/25-9/25/25	\$ 9,460.00	\$ 116,140.00	
10/1/25-10/31/25	\$ 7,300.00	\$ 123,440.00	

UNANTICIPATED LEGAL FEES						
<b>CRIVELLO</b>						
Sam Hall	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
	10/31/2024	CVMIC	Drop box (DOJ)	\$10,625.00	\$10,625.00	
	12/12/2024	Attorney	Drop box (DOJ)	\$1,275.00	\$11,900.00	
	01/21/2025	Attorney	WEC	\$275.00	\$12,175.00	Filed by Steve and Marie Schmidt
	07/22/2025	Attorney	Ethics Board	\$1,500.00	\$13,675.00	
	08/13/2025	Attorney	Ethics Board	\$8,121.61	\$21,796.61	
	09/29/2025	Attorney	Ethics Board	\$1,725.00	\$23,521.61	
	10/24/2025	Attorney	Ethics Board	\$6,075.00	\$29,596.61	
	11/13/2025	Attorney	Ethics Board	\$19,508.00	<b>\$49,104.61</b>	
<b>BUELOW VETTER</b>						
Brian Waterman	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
	01/08/2025	Mayor	Verified complaint (count one)	\$4,092.00	\$4,092.00	Filed by Keene Winters
	02/07/2025	Mayor	Verified complaint	\$899.00	\$4,991.00	
	03/04/2025	Attorney	Council	\$279.00	<b>\$5,270.00</b>	
<b>MUNICIPAL LAW &amp; LITIGATION</b>						
Eric Larson	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
	03/19/2025	Attorney	Ethics Board	\$9,505.00	\$9,505.00	Citizen Complaint
	04/17/2025	Attorney	Ethics Board	\$4,435.00	\$13,940.00	
	04/28/2025	Attorney	Ethics Board	\$275.00	\$14,215.00	
	05/23/2025	Attorney	Ethics Board	\$5,800.00	\$20,015.00	
	06/24/2025	Attorney	Ethics Board	\$1,320.00	\$21,335.00	
	07/17/2025	Attorney	Ethics Board	\$1,465.00	\$22,800.00	
	08/18/2025	Attorney	Ethics Board	\$7,727.50	\$30,527.50	
	09/19/2025	Attorney	Ethics Board	\$7,315.00	\$37,842.50	
	10/28/2025	Attorney	Ethics Board	\$11,720.00	<b>\$49,562.50</b>	
<b>ATTOLLES</b>						
Malia Malone	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
			Verified Complaint ORR portion (count two)		* \$14,595.00	Keene Winters
<b>Andy Phillips</b>						
	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
	11/05/2024	Mayor	Investigation of City Attorney	\$2,842.00	<b>\$2,842.00</b>	
<b>MEISSNER TIERNEY FISHER &amp; NICHOLS - Pam Tillman</b>						
	<b>DATE</b>	<b>PAID BY</b>	<b>SUBJECT</b>	<b>AMOUNT</b>	<b>TOTAL</b>	
	06/12/2025	Attorney	Harassment Investigation	\$5,043.00	\$5,043.00	
	07/10/2025	Attorney	Harassment Investigation	\$15,438.56	\$20,481.56	
	08/11/2025	Attorney	Harassment Investigation	\$6,809.54	\$27,291.10	
	09/12/2025	Attorney	Harassment Investigation	\$3,808.71	\$31,099.81	
	10/09/2025	Attorney	Harassment Investigation	\$10,938.50	<b>\$42,038.31</b>	
			<b>GRAND TOTAL</b>		<b>\$163,412.42</b>	
11/18/2025 *incurred but not yet paid						



**City Attorney**  
**Anne Jacobson, City Attorney**

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**DATE:** November 25, 2025  
**TO:** Finance Committee  
**SUBJECT:** 13-0913 Approving lease extension with Church of the Resurrection Parish.

## **PURPOSE**

To decide whether to terminate the Ground Lease between the City of Wausau, as Tenant, and Church of the Resurrection Parish, as Landlord, or allow an option to extend the term for an additional ten (10) years beyond December 31, 2025.

## **BACKGROUND**

On December 30, 2015, the City of Wausau executed a Ground Lease with Church of the Resurrection Parish ("Landlord"). The City is leasing from the Landlord, the east half of the block bounded by 1st and 2nd Streets and Grant Street to the north and McClellan Street to the south. The City purchased from the Parish, the west half of that same block, authorized by a Joint Resolution of Economic Development Committee and Finance Committee, File Number 13-0913, on February 24, 2015, for the purpose of eliminating blight and constructing a mixed use parking structure.

The east half of the block is used as a publicly accessible green space, with twenty (20) on-street angled parking stalls along N. 2nd Street, 12 of which are reserved exclusively for Landlord's use.

The City has four (4) options to extend the initial ten (10) year term, for four (4) consecutive ten (10) year terms, which are deemed to have been exercised automatically, unless written notice is provided to the Landlord not less than thirty (30) days prior to the expiration of the then current term (or by November 30, 2025).

The City has a right of first refusal on the leased space, in the event the Landlord receives a bona fide offer to purchase the east half of the block.

This is brought forward to allow the City the opportunity to terminate the Ground lease, if it so desires. If no action is taken to terminate the Ground Lease, the Lease will automatically renew for an additional ten (10) years.

## **FISCAL IMPACT**

None

## **RECOMMENDATION**



## GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30<sup>th</sup>, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

### ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

### ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when property exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

**ARTICLE 3: RENT.**

3.1 **Rent.** The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

**ARTICLE 4: TAXES AND ASSESSMENTS.**

4.1 **Responsibility for Payment.**

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 **Tenant's Failure to Pay.** If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 **Landlord's Failure to Pay.** If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises.

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

#### ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

#### ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

#### ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

#### ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

#### ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

#### ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

## ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

## ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish  
621 Second Street  
Wausau WI 54403  
Attn: Pastor

If to the Tenant:

City of Wausau  
407 Grant St.  
Wausau, WI 54403  
Attn: City Attorney

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

#### ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]


EXECUTED as of the day and year first above written.


LANDLORD:

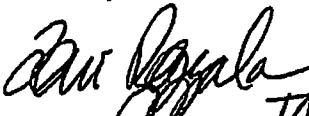
TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By:   
Print Name: Reverend Robert Schaller  
Title: Vice-President

By:   
Print Name: James E. Tipple  
Title: Mayor

Attest:   
Print Name: TONI LAYALA  
Title: City Clerk

**EXHIBIT A**

**PREMISES**

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

# MEMORANDUM OF LEASE

Document Number

Document Title

## MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into effective as of March 22, 2021, by and between Resurrection Parish – Diocese of La Crosse (“Landlord”) and City of Wausau, Wisconsin, a Wisconsin municipal corporation (“Tenant”). All capitalized terms utilized in this Memorandum of Lease and not defined herein shall have the meaning ascribed to them in the Lease (defined herein).

### RECITALS:

A. Landlord and Tenant have entered into a certain Ground Lease dated December 30<sup>th</sup>, 2015, and amended by the First Amendment to Ground Lease dated of even date herewith (the “Lease”), whereby Landlord has leased to Tenant the Premises, as hereinafter defined.

B. Landlord and Tenant wish to provide notice of the existence of the Lease and to provide express and specific notice of certain of its terms.

### ARTICLE 1 – AFFECTED PREMISES

Pursuant to the Lease, Landlord has leased to Tenant Lot two (2) of Certified Survey Map No. 17225, recorded in the office of the Register of Deed for Marathon County, Wisconsin in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487 (the “Premises”).

### ARTICLE 2 – TERM

The initial term of the Lease runs through December 30, 2025, and automatically extends for four (4) additional term (10) year extension periods, unless terminated not less than thirty (30) days prior to the expiration of the initial terms or an extension term at Tenant’s option.

### ARTICLE 3 – RIGHT OF FIRST REFUSAL

The Lease provides for a sixty (60) day right of first refusal to Tenant to purchase the Premises in accordance with the terms of the Bona Fide Offer and an additional thirty (30) day right of first refusal to purchase the Premises if the terms of such Bona Fide Offer are materially modified after waiver of the initial right of first refusal.

### ARTICLE 4 - INCORPORATION BY REFERENCE

The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if such terms were written out at length. In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern. For a complete statement of the rights, privileges, and obligations created under and by the Lease, reference is hereby made to the Lease. Tenant and Landlord have executed this Memorandum of Lease as of the date first set forth above and each shall have a copy of the Lease in their records.

STATE OF WISCONSIN - MARATHON COUNTY

RECORDED

April 07, 2021 1:51 PM

DEAN J. STRATZ, REGISTER OF DEEDS

**DOC# 1832240** PAGES: 2



1832240

Recording Area

Name and Return Address

Return to:

Joseph M. Mella

Ruder Ware, L.L.S.C.

P.O. Box 8050

Wausau, WI 54402-8050

291-2907-253-0610

Parcel Identifier No.

WITNESS the parties signify their agreement by executing the instrument below:

**LANDLORD:**  
RESURRECTION PARISH  
DIOCESE OF LA CROSSE

**TENANT:**  
CITY OF WAUSAU

By: [Signature]  
Print Name: REV. MARK PIERLE  
Title: VICE - PRESIDENT

By: [Signature]  
Print Name: Katie Rosenberg  
Title: Mayor

ATTEST:  
By: [Signature]  
Print Name: Leslie M. Kremer  
Title: City clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF marathon )

The foregoing instrument was acknowledged before me, a notary public, by Father Mark Pierce as vice president of Resurrection Parish this 30 day of march, 2021.

[Signature]  
\* Danielle J. Ballschmieder  
Notary Public  
My commission expires June 8, 2024



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Marathon )

The foregoing instrument was acknowledged before me, a notary public, by Katie Rosenberg and Leslie M. Kremer, as Mayor and City Clerk of City of Wausau, this 6th day of January, 2021.  
April

[Signature]  
\* Lisa A. Parsch  
Notary Public  
My commission expires 8/3/24



This Memorandum of Lease was drafted by Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. 1st St., P.O. Box 8050, Wausau, Wisconsin 54402-8050.

**FIRST AMENDMENT TO GROUND LEASE**

THIS FIRST AMENDMENT TO GROUND LEASE (“Lease”) is dated as of MARCH  
26<sup>TH</sup>, 2020 (the “Effective Date”), between the City of Wausau, Wisconsin, a Wisconsin  
municipal corporation (“Tenant”) and Resurrection Parish – Diocese of La Crosse (the “Landlord”).

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease dated December  
30, 2015 (the “Lease”); and

WHEREAS, the Tenant requested and has been granted the approval of the Landlord to forgo  
the construction of twenty (20) parking stalls on the leased Premises; and

WHEREAS, in lieu of a twenty (20) – stall surface parking on the leased Premises the Tenant  
has constructed twenty (20) on-street angled parking stalls, including two (2) handicapped accessible  
stalls; and

WHEREAS, the Tenant has agreed to designate twelve (12) of the total twenty (20) on-street  
angled parking stalls for the exclusive use of the Landlord; and

WHEREAS, the parties wish to amend the Lease as set forth herein;

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1: AMENDMENTS.**

1.1 Section 1.2. Section 1.2 of the Lease is hereby amended in its entirety to read as  
follows:

1.2 Use. The Premises shall be used by Tenant for the construction and operation  
of a publicly accessible green space. Tenant will not use the Premises or knowingly permit  
the Premises to be used in violation of any laws or in any manner that would constitute a  
public or private nuisance or waste.

1.2 Section 7.2 Section 7.2 of the Lease is hereby amended in its entirety to read as  
follows:

7.2 Parking Area Improvements. The Parties acknowledge that following the  
Commencement Date (as defined in the Lease), Tenant constructed, with Landlord’s  
approval, adjoining the eastern boundary of the Premises and accessible from N. 2<sup>nd</sup> Street,  
twenty (20) on-street angled parking stalls, two (2) of which are handicapped accessible (the  
“Surface Lot”) and an adjoining sidewalk, which Surface Lot is fully located within the  
boundaries of the public right of way of N. 2<sup>nd</sup> Street and which adjoining sidewalk is fully  
located on the Premises. It is further acknowledged with regard to the Surface Lot that

twelve (12) of the twenty (20) angled parking stalls will be reserved for the exclusive use of the Landlord.

1.3 Section 7.4 Section 7.4 of the Lease is hereby deleted.

1.4 No Other Amendments. Except as set forth herein, the Lease is not amended and remains in full force and effect. All capitalized terms not defined herein shall have the meaning given thereto in the Lease.

1.5 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of First Amendment to Lease in form and content reasonably acceptable to Tenant and Landlord.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: [Signature]  
Print Name: Corynd Mark R. PIERCE  
Title: Vice-President

By: [Signature]  
Print Name: Marie Rosenthal  
Title: Mayor

Attest:

By: [Signature]  
Print Name: Leslie M. Kramer  
Title: City Clerk

**EXHIBIT A**

**PREMISES**

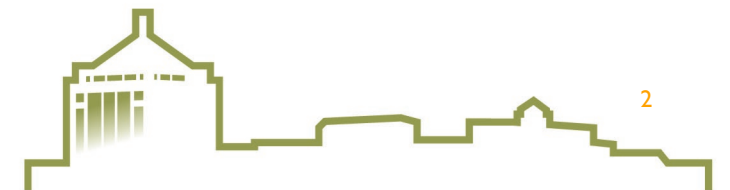
Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

# CITY OF WAUSAU TID 7 HOUSING EXTENSION



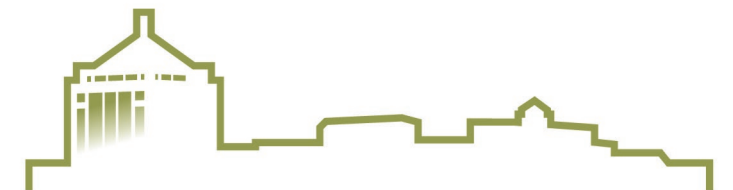
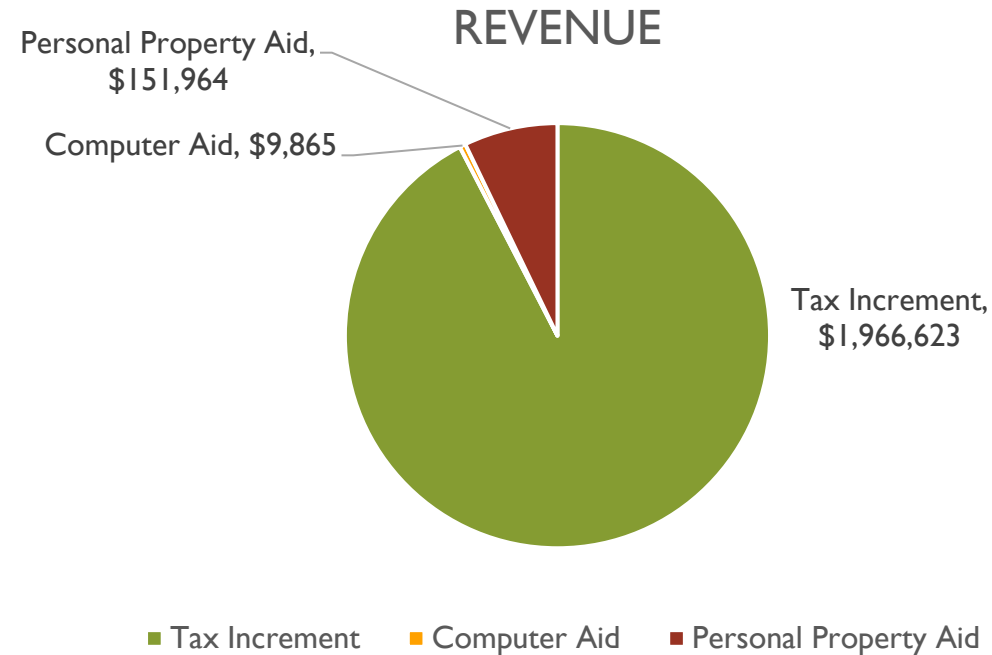
# STATE LAW REQUIREMENTS

- EXTEND THE DISTRICT ONE YEAR (2027) FOR HOUSING
- 75% OF THE INCREMENT USED FOR AFFORDABLE HOUSING: DEFINED AS HOUSING THAT COSTS A HOUSEHOLD NO MORE THAN 30% OF THE HOUSEHOLD'S GROSS MONTHLY INCOME
- 25% ON OTHER HOUSING
- ADOPT A RESOLUTION DESCRIBING THE USE OF THE FUNDS – MUST BE APPROVED BEFORE 1/10/2026



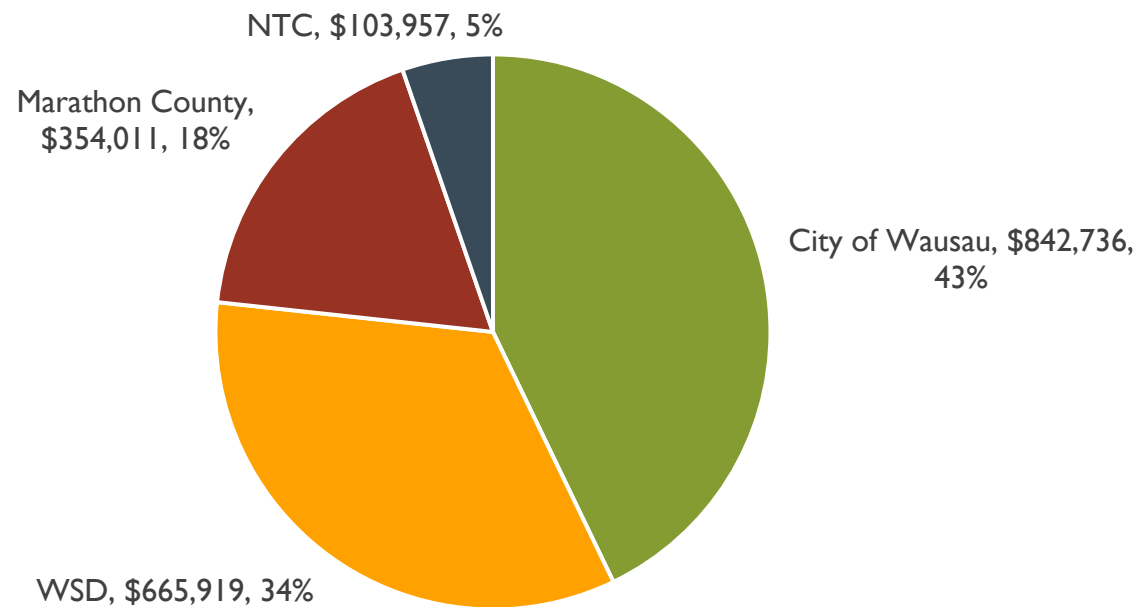
# TID 7 2026 INCREMENT AND OTHER REVENUE

- 2026 REVENUE IS DONATED TO TID 12 TO OFFSET DEFICITS ON THE MALL REDEVELOPMENT.
- TOTAL REVENUE \$2,128,452



# 2026 INCREMENT \$1,966,623

## Share of Increment



Assessed Total Tax  
Rate Impact \$.45

# TID 6 & 7 ONE YEAR EXTENSION TENTATIVE USES

TID 6 \$3,873,301

- Westside Commons \$650,000
- 700 Grand Avenue Apartments \$1,900,000
- Thomas Street Infill
- N 2<sup>nd</sup> Street

TID 7 \$1,966,623\*

- MBX Redevelopment
- 1300 Cleveland Avenue

\* 2026 budget – 2027 unknown till next year

# CLOSURE IMPACT TO THE CITY BUDGET – EXAMPLE BASED ON 2026

	EXISTING	1 YEAR EXTENSION	AFTER CLOSURE **
TID INCREMENT	\$1,966,623	\$1,966,623	\$355,158
PERSONAL PROPERTY AID	151,964	*	65,117
COMPUTER AID	9,865	*	4,227
TOTAL	\$2,128,452	\$1,966,623	\$424,502

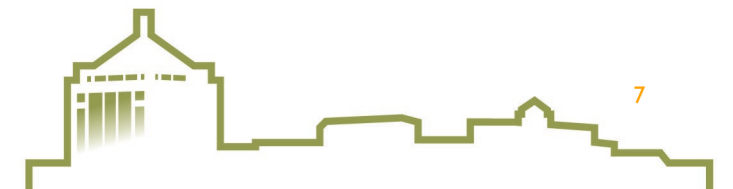
\* Only the TID increment is available for the one-year extension. State Aids will be distributed to all govt entities at closure. City share is \$69,343

\*\* After closure based upon 2026 budget, the following increment will be available for the 2027 Operating budget.

# COUNCIL 2027 BUDGET POTENTIAL OPTIONS

3.8 FIREFIGHTERS

1. Close TID 7 – approximately \$424,502 available for operating budget (firefighters)
2. Keep TID 7 open for affordable housing - \$1,966,623 available for housing, \$69,343 available for operating budget.
3. Keep TID 7 open for affordable housing and authorize one-time transfer from reserves of \$355,158 for the operating budget (firefighters) since funds will be available for the 2028 and ongoing budgets when TID closes. With the state aids \$424,502 available for the 2027 operating budget and beyond.



## AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Matthew and Karin Gast, 4502 Estate Drive, Weston, WI 54476, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, TENANT wishes to lease a parcel of land on Airport described in "Exhibit A," hereinafter referred to as "parcel," and TENANT wishes to construct an airplane hangar for the storage of aircraft and their appurtenances and for TENANT's use on that parcel.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in "Exhibit A," attached hereto.

TENANT shall construct within one (1) year of the date first above written, improvements in accordance with the plans and specs on said parcel described in "Exhibit A," attached hereto. All improvements, now and any in the future, must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 34.

Within sixty (60) days after the completion of the building, TENANT shall complete preparation of appropriate excavation and installation of base course (8" thick) in preparation for asphalt pavement extending from the building to the taxiway and 10' wider than each edge of the hangar. TENANT shall pay for 100 percent of the preparation and base course, and CITY shall pay for the asphalt and the cost of laying the asphalt down. All site preparations for the road shall be done pursuant to CITY specifications and shall be approved by CITY prior to CITY paving the area.

2. Lease Fees. TENANT shall pay to CITY for the lease of the parcel twelve cents (12¢) per square foot (60' x 60') per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party

shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased premises meters for all utilities to be used on the leased premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. Except as provided in paragraph 1, TENANT shall not make any structural alterations, additions or improvements to the building or leased premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction specified in paragraph 1 and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased premises that TENANT desires in order to conduct its operations on the leased premises.

6. Compliance with Laws. TENANT shall at all times comply with the airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased premises. TENANT shall not permit any liens to be placed against the leased premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the airport. Should the effect of any such agreement with the United States Government be to take the leased premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement

and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the airport, and the right to pursue all operations of the airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of CITY, would limit the usefulness of the airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased premises to a third party, but may sublet the leased premises to a third party without CITY approval, provided that the leased premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased premises at no cost to the CITY. TENANT shall restore leased premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the buildings, fixtures and other improvements pursuant to s. 70.17(3), Wis. Stats.

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely

using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Matthew and Karin Gast  
4502 Estate Drive  
Weston WI 54476

If to CITY: City Clerk  
407 Grant Street  
Wausau, WI 54403

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local

ordinances.

C. Hangars shall not be used as a residence.

35. Sale of Hangar. In the event the Tenant sells its hangar, the Tenant shall provide to the City of Wausau's Assessment Department a copy of the bill of sale that identifies the date the hangar sold, the buyer's name, buyer's mailing address, and other pertinent contact information, along with the purchase price of the hangar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY:

CITY OF WAUSAU

BY \_\_\_\_\_  
Doug Diny, Mayor

BY \_\_\_\_\_  
Kaitlyn A. Bernarde, City Clerk

TENANT:

BY \_\_\_\_\_  
Matthew Gast

BY \_\_\_\_\_  
Karin Gast

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, the above-named Doug Diny, Mayor, and Kaitlyn A. Bernarde, City Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, the above-named \_\_\_\_\_,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, the above-named \_\_\_\_\_,  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission: \_\_\_\_\_

This instrument was drafted by Anne L. Jacobson,  
City Attorney for the City of Wausau

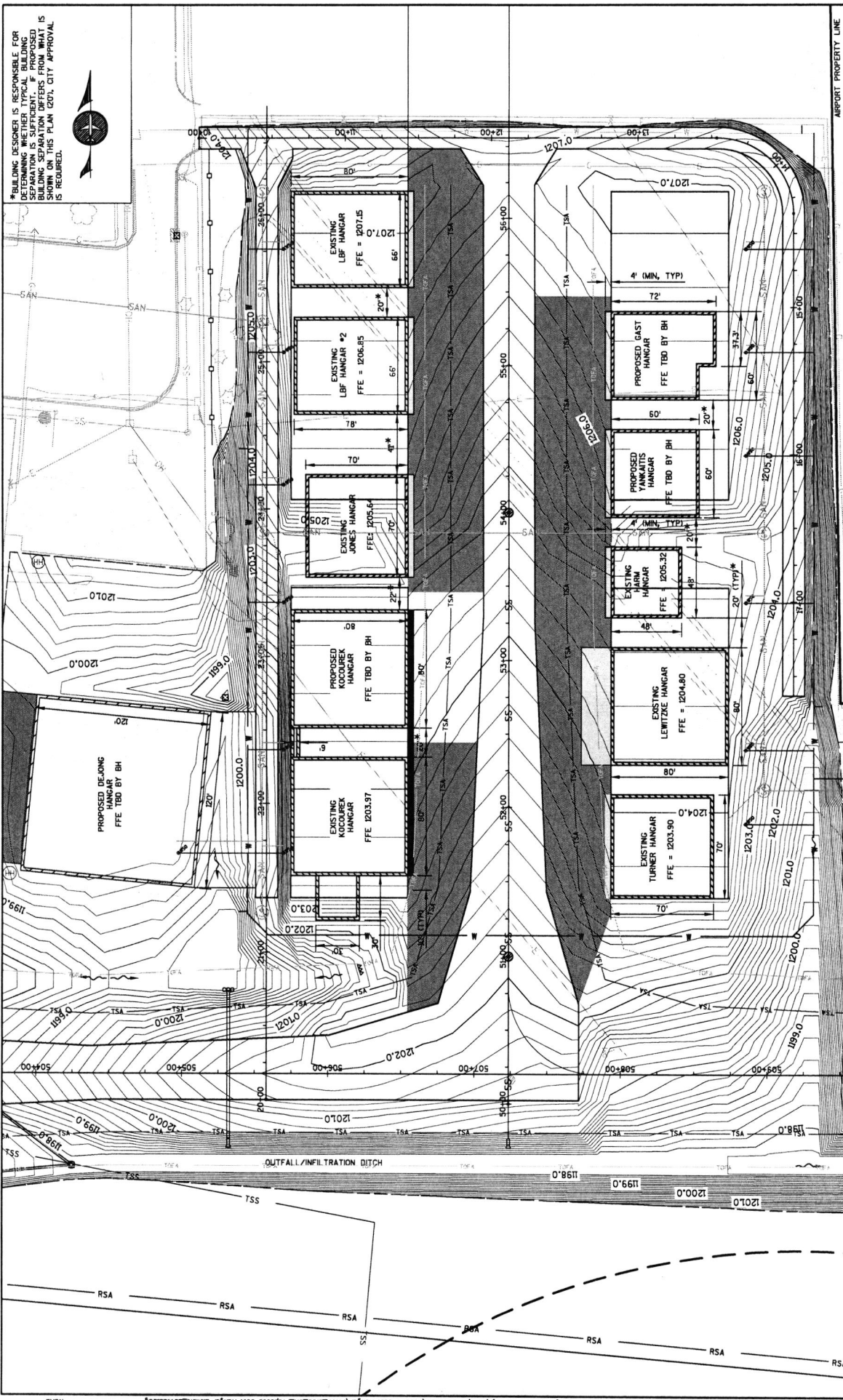
Part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 12, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 12; thence S  $89^{\circ}36'55''$  E, along the North line of said Northwest  $\frac{1}{4}$ , 1154 feet; thence S  $0^{\circ}01'40''$  E, 313.01 feet to the point of beginning;

Thence continuing S  $0^{\circ}01'40''$  E, 142 feet; thence N  $89^{\circ}58'20''$  E, 110 feet; thence N  $0^{\circ}01'40''$  W, 142 feet; thence S  $89^{\circ}58'20''$  W, 110 feet to the point of beginning.

616 Woods Place

DRAFT



\*BUILDING DESIGNER IS RESPONSIBLE FOR DETERMINING WHETHER TYPICAL BUILDING FOOTPRINT SEPARATION DISTANCES SHOWN ON THIS PLAN (20', CITY APPROVAL IS REQUIRED).



BECHER HOPPE  
 330 North Fourth Street, PO Box 8000  
 Wausau, WI 54402-8000  
 715.945.8000 • Fax 715.945.8008  
 becherhoppe.com

DRAWN BY: KRK  
 CHECKED BY: KRK  
 DATE: 11/3/2025

PROJECT NO: 2014.117  
 REV. DATES:

Wausau Downtown Airport  
 HANGAR SITE PLAN WITH PROPOSED HANGARS

SCALE: 0" = 30' = 60'  
 AIRPORT PROPERTY LINE

SHEET A

LAYOUT: A  
 FILE NAME: P:\2014\2014.117\_5.00\_OR\_Proposed East Hangar Exhibit\_25WMBW.dwg  
 PLOT TIME: 11/3/2025 12:22 PM  
 NONE